

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND CRAFTWATER ENGINEERING INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Craftwater Engineering Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from January 1, 2020 to December 1, 2021, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$200,000.00.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect. Consultant represents that Consultant does not have any employees.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Certification. Consultant certifies that, in the performance of this Contract, Consultant shall not employ any person in any manner.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide a certificate and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificate has been submitted to the City and approved. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Craftwater Engineering, Inc.,
10711 Oakbend Dr. San Diego, CA 92131
(805) 729-0943

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Matthew D. Huffaker, City Manager

DocuSigned by:
Brad Wardynski
BY _____
Brad Wardynski, P.E., Senior Manager &
COO

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follow:

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

Complete services defined in the scope of services herein by December 1, 2021.
Complete any additional or follow up services by December 1, 2021.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$200,000.00.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Task 1 – Project Initiation

Subtask 1.1 - Existing Plan Review

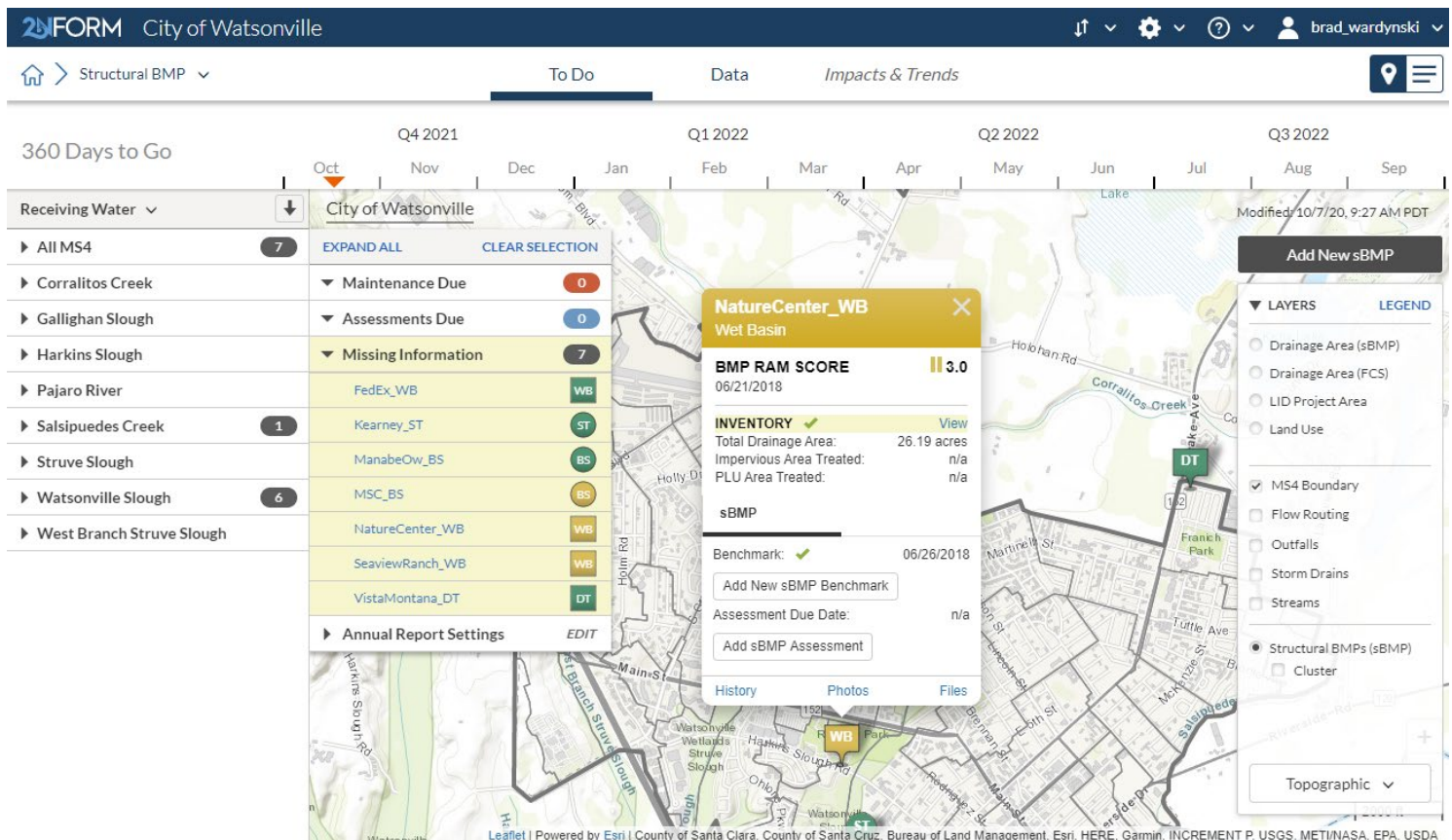
Any implementation plan is only as useful as the data used to generate it. Collecting and ensuring the integrity of baseline data is a critical step that deserves careful thought. To initiate this process, the Craftwater team will review and inventory the current plans and grant agreements relevant to climate resiliency.

This task will not only document the current foundation of concurrent projects and programs, but will also serve to gather the datasets needed to identify new GI project opportunities. Craftwater will request, collect, and organize relevant spatial data provided by the City into a centralized database.

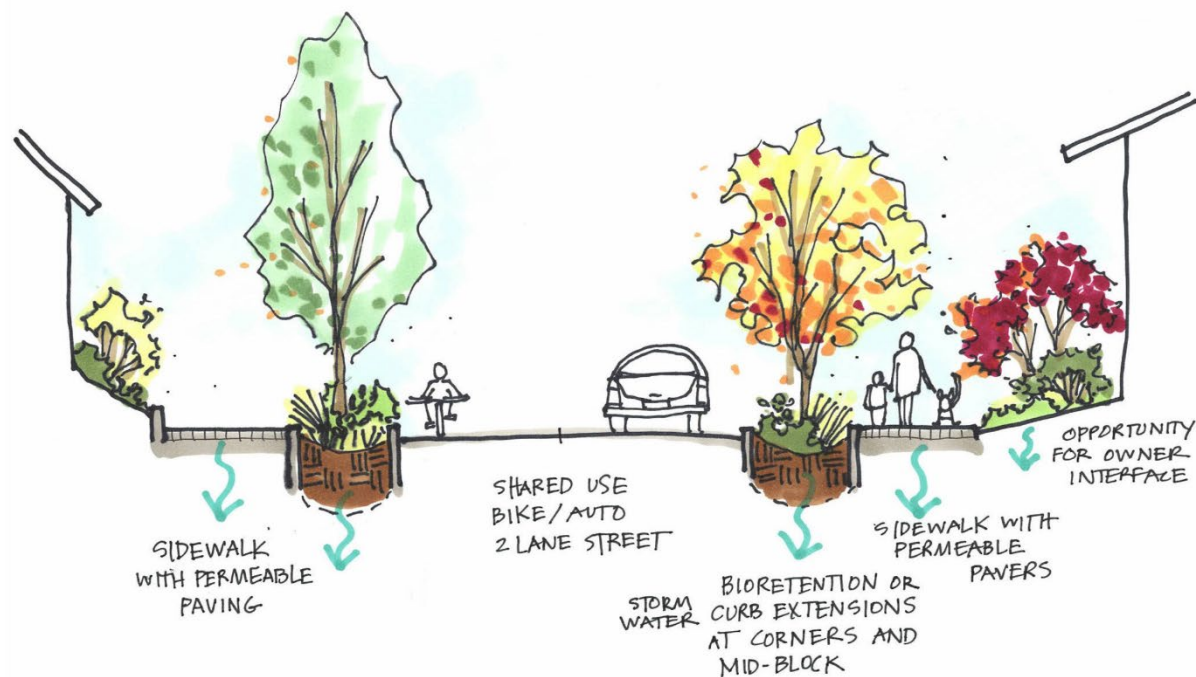
Data will include coverages such as the most recent storm drain and other utilities, geophysical layers (e.g., soils, groundwater, seismic hazard zones), disadvantaged community information, known drainage/flooding issues or complaints, high-resolution elevation data (LiDAR, if available), and existing GI projects and plans. The data contained within the 2NDNATURE platform will be reviewed as a starting point to streamline the data request process.

Deliverables:

- Existing Plan and Data Review Technical Memo



The City's existing 2NDNATURE platform already consolidates known stormwater projects into a centralized platform to expedite the data collection and review process



Subtask 1.2 - Integration Planning and Barrier Identification

Once the baseline of available plans and data are characterized, then unifying goals, objectives, and barriers to GI implementation can be synthesized to be later discussed with stakeholders and community members. ***Members of our team have performed similar GI barrier assessments for the US Environmental Protection Agency in cities across the nation.*** These guiding principles will be consolidated into an integration plan that documents initial goals and objectives, and a separate report that discusses perceived barriers to GI implementation and how they may be overcome.

Deliverables:

- Integration Plan, including Goals and Objectives Outline
- Barriers to Implementation Report

Subtask 1.3 - Project Management and Coordination

The Craftwater team is committed to ensuring the successful delivery of this project—including supporting the City with meeting all grant reporting and schedule requirements—through strong leadership and project management. Our team takes pride in ***close attention to detail on day-to-day activities, transparent communication, reliability, and responsiveness.***

Deliverables:

- Project schedule, updated monthly
- Monthly coordination meetings, including agenda and meeting summary (assume 10)
- Monthly progress reports and invoices (assume 10)

Task 2 – Community/Stakeholder Engagement

Community engagement is critical to successful project development and implementation. Our commitments to successful outreach and engagement include:

Minimizing and reducing barriers to engagement.

Minimizing language barriers is critical to collecting feedback and input. All outreach materials will be prepared in English and Spanish, and meetings will be held in the preferred language for the individual(s) and/or within the community group, with translation services available as needed.

We will meet people “where they are” to facilitate engagement and input. In practice, this means we will identify existing in-person or virtual meetings where it is appropriate to co-locate or combine the collection of input to our project. Facilitated project workshops will be held on-site or as close to project sites as possible.

In our current health crisis and era of social distancing our team regularly deploys diverse virtual and remote conferencing tools and software to solicit and maximize input to our projects.

Engaging directly with community leaders.

In the initial project phase we will conduct small group or 1:1 interviews with community leaders to discuss the project goals, identify important stakeholders, community groups, and

get input on the proposed engagement strategy.

Throughout the project we will continue to nurture relationships with these leaders and coordinate to review the process and collect feedback.

Task 2.1. – Community Interviews & Draft Engagement Plan

As an initial task, the Craftwater team will conduct 1:1 interviews with up to 10 City, stakeholder, and community leaders to review the project goals and get input on the draft Community Engagement. Comments on the plan will be incorporated and addressed before the project team begins the Community and Stakeholder Engagement effort. The following tasks, 2.2 and 2.3, are initial proposals for the proposed engagement approach, which we assume will be revised with input from the City and key stakeholders.

Task 2.2 – Community Meetings & Surveys

For the first phase of community engagement the Craftwater team will prepare an online survey to collect input on the project metrics, or priorities, that are most important to the community (e.g., urban greening, trash reduction, park access). In consultation with the City, an incentive for survey completion will be provided with the goal of collecting at least 100 survey responses. Project and survey information will also be shared via online and physical fliers and the Craftwater team’s participation in up to 5x virtual or 3x in-person community meetings. Survey results will be directly, and transparently, incorporated into the site prioritization process.

Task 2.3. Workshop Preparation and Facilitation

The Craftwater team will facilitate two public workshops. The first facilitated workshop will occur once the priority project locations have been selected, to collect input on priorities and perceived problems at each site. This will allow the project team to incorporate a multi-beneficial nature-based approach responsive to community priorities. The purpose of the second public workshop is to collect input on the initial project concepts, so the design team can incorporate community input into the final project design concepts.

Note: As a 'Zero Waste Company,' Wateristas strives to minimize the generation of landfill bound waste in all our activities. Every reasonable effort will be made to host public workshops as Zero Waste Events.



Deliverables:

- Community Engagement Plan
- Community Digital Survey Results
- Materials for Workshop #1, including compilation of survey results and public comments
- Materials for Workshop #2, including compilation of survey results and public comments



Task 3 – Site Selection and Prioritization

The request for qualifications describes Task 3 as “Site Selection and Conceptual Designs.” To clearly differentiate effort and methodology between tasks, we assumed in this scope of work that planning-level concepts will be developed under Task 3 describing what type of project and general dimensions may be possible at each location, whereas Task 4 will generate site-specific conceptual designs for 3 to 5 projects.

Subtask 3.1 – Site Identification and Initial Concepts

To identify and analyze projects at an appropriate scale for capital implementation planning, Craftwater will first use LiDAR data and aerial photograph bands obtained from the City to generate planimetric data useful for project opportunity assessment. Aboveground and on-ground surface features will be generated, and a representation of the right-of-way (based on parcel

boundaries) and pervious areas on parcels and rights-of-way will be delineated. The accuracy of the extracted data is subject to the resolution of LiDAR and imagery data. As such, the datasets generated with LiDAR may not necessarily align perfectly with existing shapefiles due to lens warp or other geospatial projection issues.

This task will provide the City with new and up-to-date surface feature datasets that can be used for additional future analyses as deemed appropriate (including flood improvement), and will be cross-referenced against the data currently available in 2NFORM.

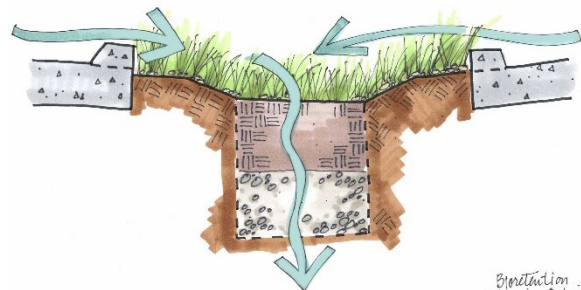
Once the surface features are characterized, potential project opportunities will be identified using a combination of automated geomatic processes and *systematic visual review by our engineers; we have found during recent similar projects that algorithms and models must be augmented by trained engineering judgement to ensure the efficacy of the final plan.* The following steps will be implemented:



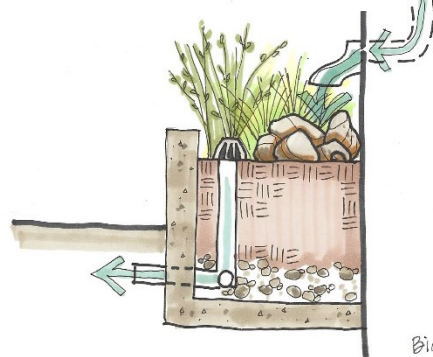
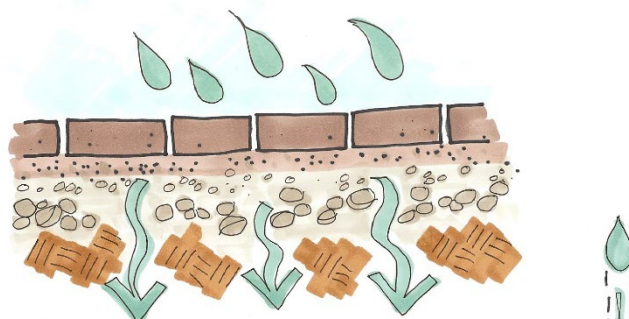
Our team members recently developed new high-end geomatic techniques to more efficiently process the land surface into useful categories for identifying GI and resiliency projects

Step 1: Create menu of GI project types and potential resiliency solutions. Our team will first work with the City to develop a list of preferred GI project types and configurations. Opportunities will be considered on both publicly and privately owned parcels and within the road rights-of-way. This will involve careful evaluation of previous successes and local preferences to select practices well-suited to the physical, regulatory, and community conditions of the City. The menu of GI types will be verified, and potentially modified, by community members and stakeholders as part of Task 2 outreach.

Step 2: Characterize suitability zones where menu can be applied. During recent GI planning efforts, our team has discovered the value of customizing the recommended solutions to the specific landscape settings, community needs, and pollutants of concern. This is best done by establishing typologies—or areas with common characteristics—where certain project types can be prescribed. *Craftwater discovered during recent similar projects that this step allows for more streamlined, implementation-oriented processing of available data screen for project suitability.* Once the suitability zones are delineated, then specific multi-benefit project site opportunities can be identified in each zone.



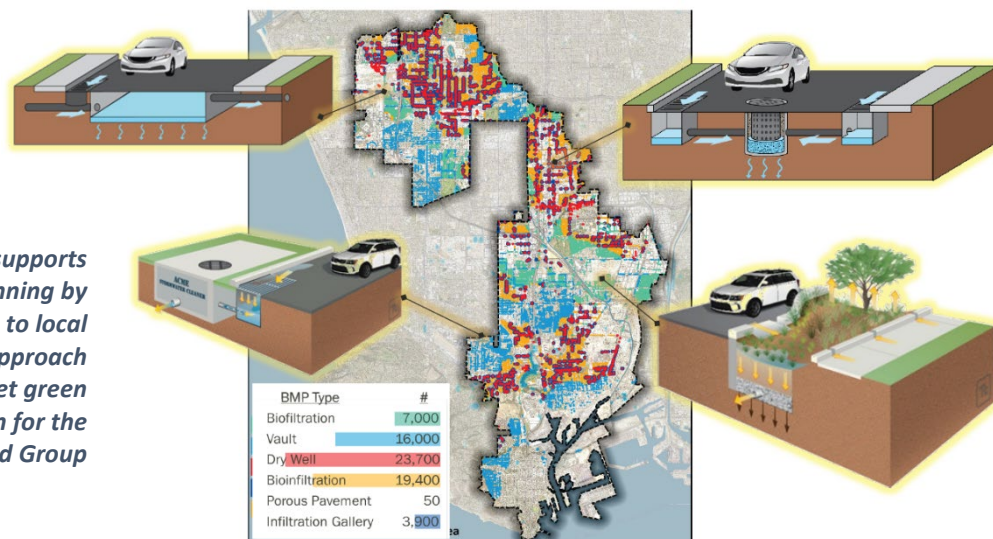
Biofiltration
Planter - Detail
Amy West 10/18



Biofiltration Planter

The menu of project types will be developed collaboratively with the City and stakeholders to ensure goals and objectives are met

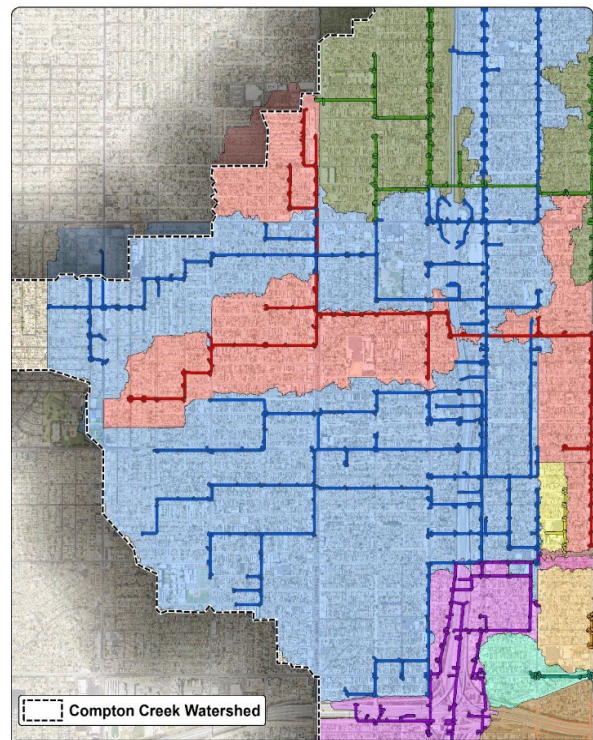
Craftwater's planning approach supports action-oriented, yet flexible, planning by customizing the best project types to local conditions and city preferences; this approach was used to build a street-by-street green infrastructure implementation plan for the Dominguez Channel Watershed Group



Step 3: Delineate drainage areas to potential projects. Once all potential GI projects are identified, then the drainage areas to each project, and inter-project routing will be delineated using a series of automated algorithms and manually reviewed for accuracy. The resulting high-resolution dataset will not only be used for evaluating what portions of the watershed drain to potential projects but is also useful for future drainage studies to integrate flood improvements with stormwater capture projects. Note that the accuracy of the drainage area delineation is contingent up on the accuracy of the data provided in Task 1.

Step 4: Perform Initial Modeling Analysis and Concept Assignment. After potential projects are identified and characterized, their maximum progress towards meeting the goals and objectives established in Task 1 and verified in Task 2 will be computed. *Craftwater will leverage the water quality modeling already available in the City's 2NDNATURE platform to streamline modeling.* Results of this initial analysis will provide the “bookends” for what range of performance can be expected, and will be subsequently dialed in once projects are further prioritized during Subtask 3.2, and further refined as site-scale conceptual designs are developed in Task 4.

Step 5: Incorporate Initial Project Portfolio into Web Mapping Application for Project Review. All identified project locations will be provided to the City in the existing web-based 2NDNATURE application for review. The City will provide feedback on the identified project types and potential locations, and direct if any projects should be modified, removed, or added.



Our high-end drainage area delineation tools help make sense of complex, intertwined drainage networks so that the best project opportunities can be identified

During recent similar projects we have demonstrated that web mapping applications enable results to be easily shared with City staff in real time, which streamlines information sharing and review.

The preceding steps will produce a list of all potential GI opportunities, their associated maximum footprints, drainage areas, and planning-level benefits based on the objectives defined in Tasks 1 and 2. This process will also generate the routing network between projects so that inter-project dynamics can be explored during prioritization. The resulting data will provide the City with a valuable level of detail for evaluating GI strategies synergistically using data-driven methods.

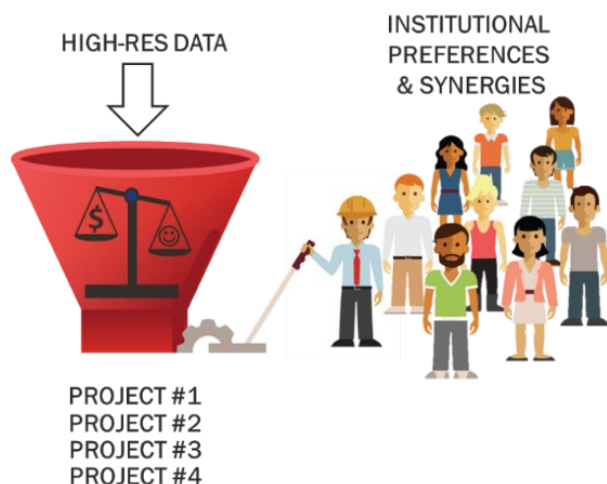
Deliverables:

- Link to Web Application for Review of Identified Potential Projects

Subtask 3.2 – Prioritize and Map Potential and Planned Projects

Craftwater understands that data-driven decisions must be made using defensible criteria that are (1) supported by key stakeholders, (2) quantitative, and (3) grounded in engineering reality. *Using these guiding principles, we have recently prioritized over 4,000 curb miles of roadway for GI projects to successfully balance the needs of multiple stakeholders while minimizing near-term costs.* Our approach ensures that jurisdictional and stakeholder preferences are considered, instead of applying “cookie cutter” or “one-size-fits-all” strategies. The following methods outline our approach for efficiently prioritizing areas and projects for a comprehensive and defensible implementation plan.

Craftwater will closely collaborate with the City to establish a prioritization system to evaluate and rank the identified opportunities based on quantitative metrics and stakeholder values. It is anticipated that the value system will be framed from stakeholder meetings under Task 2, and will be related to parameters relevant to project cost-effectiveness, programmatic synergies with other improvements, local need, and funding opportunities.



Our prioritization approach uniquely relies both on high-resolution data and City/stakeholder input to develop a customized plan for a large area

The goals of the prioritization process are to streamline strategic stormwater planning through structured analysis of high-resolution data to develop—and assess the benefits of—*specific project-by-project priorities*. This approach ensures development of a clear GI project implementation road map under Task 5. The list of potential projects will also be cross-referenced with other capital programs and programmatic data to identify shovel-ready opportunities for synergy with ongoing programs/initiatives.

Once projects are prioritized using the agreed-to metrics, Craftwater will build upon the bookend analysis performed during Task 3.1 to compute the total benefits of the optimum combination of GI strategies and compare them to the “do nothing” scenario (i.e., maladaptation). The resulting City-wide maladaptation analysis will quantitatively justify where and how GI implementation can support resiliency goals, and will support future efforts to secure dedicated funding

Craftwater will synthesize the results of the prioritization and maladaptation analysis to develop an adaptable, high-resolution GI plan for the City that recommends projects on a planning horizon consistent with other reviewed plans (to be determined in Task 1). The plan will ideally include projects at many scales, and will balance large, highly efficient projects with smaller, rapidly executable projects, and the results will be driven by the customized menu of project types selected and preferred by the City.

The prioritization process will also result in a shortlist of the highest priority projects to be further articulated with site-scale conceptual designs under Task 4.

Deliverables:

- Link to Web Application, Updated to Include Prioritized Projects and Scenarios
- Technical Report Chapter – Prioritization and Maladaptation Analysis (to be incorporated into Task 5 deliverable)



Task 4 – Project Concept Designs

Craftwater's team has successfully supported the design of more than 100 stormwater and resiliency projects in California, and that experience has shown us how conceptual design can be useful for streamlining the advancement of GI projects from planning to construction. The concept designs themselves can help inspire support from potential funding partners and elected officials, and are excellent tools to demonstrate progress to regulators and other stakeholders.

A key byproduct of our hands-on design experience is that *our team possesses a unique and deep understanding of the complexities and challenges associated with successfully designing, building, and maintaining this new infrastructure* – infrastructure that are very different from any that have ever been implemented and operated on a large scale by local agencies. Our team knows how each site design component needs to be considered in the overall context of the project to ensure that a truly comprehensive and cost-effective solution is developed. We believe strongly, based on our first-hand design experience, that such a focus is necessary at the early stages of project planning to ensure that fatal flaws, major cost issues, and opportunities for innovation and cost reductions are identified.

The following task will result in multi-benefit concepts for three (3) to five (5) of the projects prioritized in Task 3; realizing level of effort can vary drastically from project to project, it is assumed that the City will work with the Craftwater team to recommend how many, and which, projects will be advanced based on the results of Task 3.

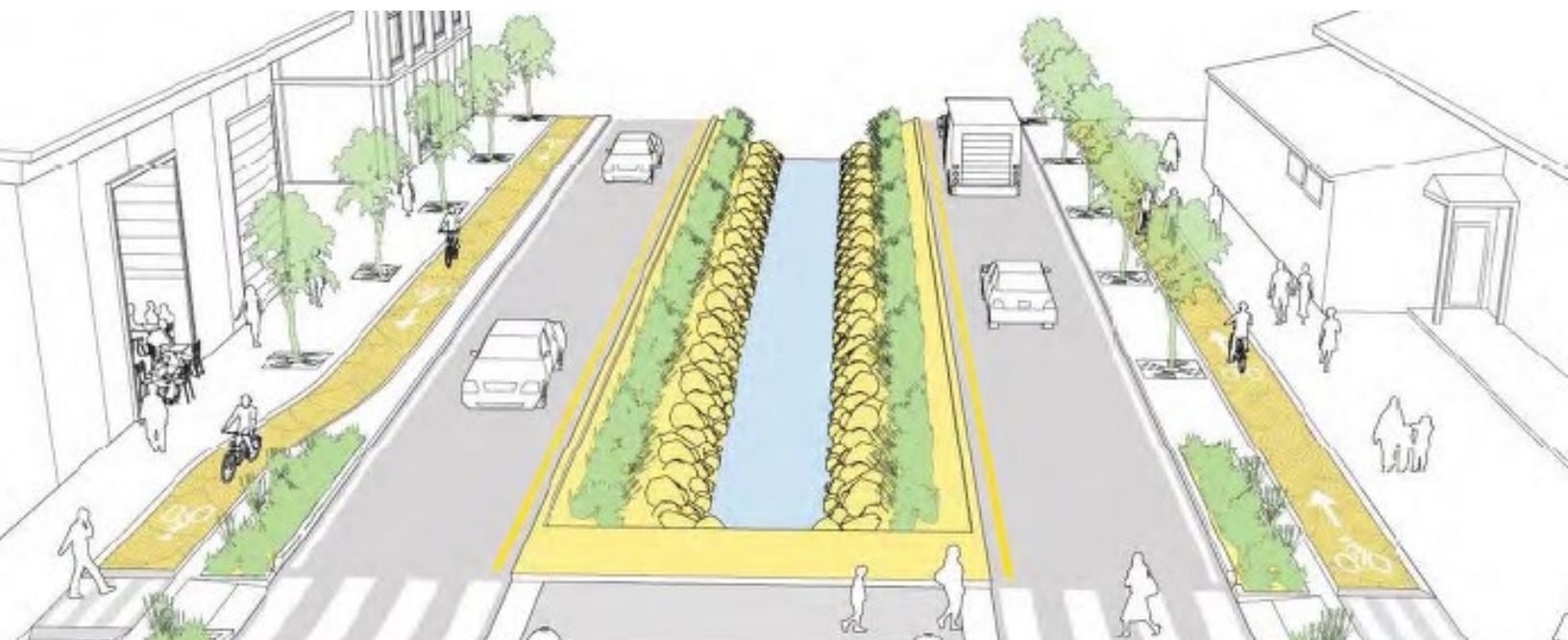
To develop the concept designs, a desktop evaluation will be performed to evaluate the condition of each site using a combination of the most recent GIS data available and LiDAR data. Field reconnaissance (one day total) may be performed for sites where high-resolution data is not available or where there are concerns about the site configuration. It is assumed that the City will provide all as-built drawings, existing utility alignments, updated GIS layers, soils reports, and recent high-resolution photographs of each site. A concerted effort will be made to conceptualize multi-benefit, innovative, low-cost, low-risk, and low-maintenance strategies that are specifically customized to the conditions at each location and local needs.

Craftwater will work closely with the City to establish a concise conceptual fact sheet template to characterize the concepts. The concept fact sheets will provide engineering details useful to advance high-priority projects to the next level of design, including project location, type, scope, sizing recommendations, typical sections, contributing drainage area, aerial map, runoff and pollutant capture

performance, key performance indicators (based on defined goals and objectives), budget-level estimates of capital and long-term maintenance costs, permitting considerations, and potential funding mechanisms for each site.

The concept fact sheets will also present the results of cost-benefit simulations performed for each site. These analyses will be performed *using the tools and metrics already programmed into the City's 2NDNATURE application* to justify the proposed alternative and recommend cost-effective project sizing to meet specific objectives in that given priority area.

Clear communication and visualization will be a critical component to ensure that each concept is readily approachable and inspiring. Each fact sheet will therefore include *easily understood graphics and renderings of the GI concepts to convey the proposed form and function to the public*. Wateristas will leverage their vast experience crafting similar visualizations throughout the Central Coast to develop stunning original illustrations that show how humans can directly benefit from the resiliency benefits of GI projects.

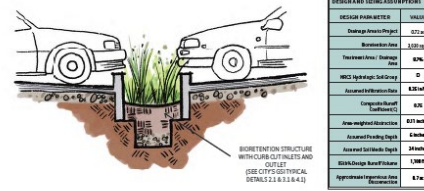


One concept fact sheet will be initially developed so the City can review format and content. Upon approval of the template, concepts will be developed for the remaining sites. Finally, the accompanying background, analytical assumptions, and supplemental information will be documented in a single concept design report. This report will serve to document technical information useful to advance the design of each project without overloading the fact sheets with details. The report will also include narrative on potential funding and green recovery opportunities.

Deliverables:

- Initial draft concept fact sheet (1)
- Remaining draft concept fact sheets (up to 4 additional)
- Final concept fact sheets (up to 5 total), after one round of City review/comments
- Concept Design Report (1 report summarizing all 5 concepts)

Vallejo Concept #2 - City Parking Lot H
FIGURE 2. Parking Lot BioRetention



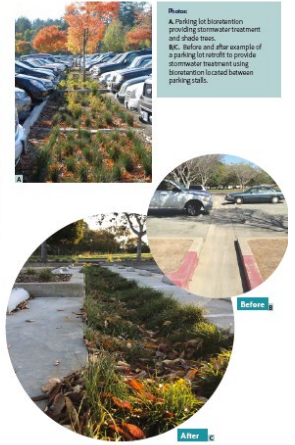
Project Description
The proposed project will retrofit an existing parking lot and landscaped area with green stormwater infrastructure. These improvements will reduce the amount and improve the quality of stormwater discharging into the San Francisco Bay by slowing and reducing runoff and allowing it to infiltrate into the soil.

The existing parking lot is approximately 1.72 acres with a narrow island between the parking bays and a standard drainage infrastructure including curbs and gutters that allow the runoff to flow off the site and into the storm drain system. This area is well suited to be converted to bio-retention to slow and treat runoff from the parking area.

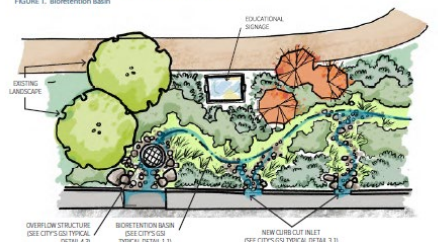
The proposed project would add bio-retention features between parking stalls and within unused areas by using curb cuts and removing existing impervious surfaces.

Stormwater Management Strategy
The green stormwater infrastructure features have been designed to provide a high level of water quality treatment and on-site retention of runoff from the existing parking lot. The design uses a combination of vegetation and engineered soils to manage stormwater runoff. The bio-retention will improve water quality via chemical, biological, and physical processes through the use of plants, soil microbes, and soils to capture, treat, filter, sorb, infiltrate, and remove pollutants such as sediment, oils and greases, heavy metals, and PCBs.

The bio-retention is designed to manage in excess of a 75-inch rainfall event, which exceeds the 85th percentile, 24-hour rainfall event of 6.7 inches. The stormwater will be treated through the bio-retention soil bed media, and then allowed to infiltrate through the native soils to the underlying groundwater or overflow into the existing storm drain system.



Vallejo Concept #1 - City Hall/Library Parking Lot GSI Retrofit
FIGURE 1. BioRetention Basin



Project Description
The proposed project will retrofit an existing parking lot and landscaped area with green stormwater infrastructure. These improvements will reduce the amount and improve the quality of stormwater discharging into the San Francisco Bay by slowing and reducing runoff and allowing it to infiltrate into the soil.

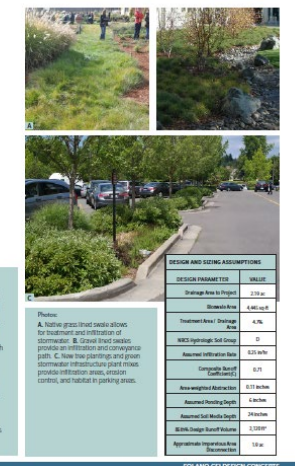
The existing parking lot is approximately 1.72 acres with a narrow island between the parking bays and a standard drainage infrastructure including curbs and gutters that allow the runoff to flow off the site and into the storm drain system. This area is well suited to be converted to bio-retention to slow and treat runoff from the parking area.

The proposed project would add curb cuts along the western edge of the parking lot to direct the runoff into new bio-retention basins that would replace the impervious lot.

Stormwater Management Strategy
The bio-retention area has been designed to provide a high level of water quality treatment and on-site retention of runoff from the existing parking lot. The design uses a combination of vegetation and engineered soils to manage stormwater runoff. The bio-retention will improve water quality via chemical, biological, and physical processes through the use of plants, soil microbes, and soils to capture, treat, filter, sorb, infiltrate, and remove pollutants such as sediment, oils and greases, heavy metals, and PCBs.

The bio-retention is designed to manage in excess of a 75-inch rainfall event, which exceeds the 85th percentile, 24-hour rainfall event of 6.7 inches. The stormwater will be treated through the bio-retention soil bed media, and then allowed to infiltrate through the native soils to the underlying groundwater.

Future evaluation of this concept should consider cost effective permeable pavement alternatives, appropriate for low use sections of the parking lot.



Capital Construction Cost Estimate

Parameter	Frequency	Value
Mobilization (5%) & Controls		\$374,407
Channel Diversion & Pretreatment		\$702,960
Site Preparation & Demolition		\$21,108
BMP Storage		\$3,427,270
Pump Station, Conveyance, and Electrical		\$1,000,909
Site Landscaping, Amenities, & Improvements		\$202,285
Start-up, Testing, O&M Manual, Record Drawings		\$94,500
Contingency (20%)		\$1,164,688
CONSTRUCTION TOTAL		\$6,988,125

Operations & Maintenance Annual Costs

Parameter	Frequency	Value
Channel Diversion & Pretreatment	Monthly (12)	\$9,000
Wet Well & Conveyance	Bi-Monthly (6)	\$27,242
BMP Storage	Quarterly	\$16,000
Active Controls & Monitoring	Continuous	\$25,000
OPERATION & MAINTENANCE TOTAL		\$77,242

Lakewood Pocket Park Stormwater Capture Project

Site & BMP Characteristics

Parameter	Units	Value
Average Annual Runoff	Ac-ft	308.0
Annual Pollutant Load (Zinc)	Lbs	92.5
Diverted Asset ID & As-Built	B10021	181-21-D1-12
Asset Design Flow	Cfs	10.0
Infiltration Rate & Depth to GW	In/hr	6.4
Current Irrigation Water Demand	Ac-ft/yr	0.0
Diversion Rate & Type	Cfs	30
BMP Footprint & Depth	Ac	0.6
Total BMP Volume	Ac-ft	6.0
24-hr BMP Volume	Ac-ft	16.9
Treatment Rate - Filtration	Cfs	5.0
Life-Cycle Costs	\$	\$9,104,000

Performance & Safe Clean Water Scores

Section	Scoring Standards	Data	Score
A.1.1	Water Quality Cost Effectiveness	0.86	14
A.1.2	Primary Pollutant Removal (%)	56.3	15
A.2.1	Secondary Pollutant Removal (%)	51.1	5
A.2.2	Dry Weather Capture (%)	100.0	20
B.1	Total Drainage Area (ac)	437.8	20
B.2	Volume Captured (ac-ft)	351.8	---
C.1	Water Supply Cost Effectiveness	780.7	13
C.2	Water Supply Volume (ac-ft/yr)	180.2	5
D.1	Improved Flood Management Parks, Habitat, or Wetlands	Yes	5
D.2	Improved Public Access Recreation Opportunities	Yes	5
D.3	Greening of Schools	Yes	5
D.4	Reducing Heat Island Effect Tree Count Increase/CO2 Reduc	Yes	5
D.5	Natural Processes	Yes	5
D.6	Native Materials	Yes	5
D.7	Impervious Area Removed (ac)	0.0	0
E.1	Cost Sharing/Matching (%)	30	3
E.2	Community & NGO Support	Yes	4
TOTAL	TOTAL SCORE		80

John L. Hunter **craftwater**
ENGINEERING, INC.

Craftwater's concept design fact sheets are formatted to clearly and concisely communicate key project details and provide a useful foundation for pursuing external

Task 5 – GI Plan

All information generated in Task 1 through Task 4 will be delivered to the City via their existing 2NDNATURE platform. The database of potential projects and implementation road map will be a simple, interactive, and intuitive mapping database to filter, sort, and prioritize potential projects. It will be designed to report the key performance indicators (per defined objectives) in a simple dashboard to allow the City to easily track and report program benefits, and also to incorporate into the City's Climate Action and Adaptation Dashboard. *A similar tool was conceptualized by our team members for the Dominguez Channel Green Street Implementation Plan and has been successfully used by cities to explore and prioritize project*

concepts across a vast area and multiple jurisdictions.

A concise GI Plan document will also be developed to present programmatic recommendations to City Council and the public. The GI Plan will briefly discuss the agreed-upon resiliency goals and objectives, cost-benefit analyses, funding strategies, and integration plan; the concept designs will be attached.

Deliverables:

- Draft GI Plan
- Final GI Plan

"Thank you for an amazing job in preparing the document, especially the design concepts for the two locations in Suisun City! I love the photo examples, graphics and design details. Moreover, the document reads well and is very informative."

-Nick Lozano, Engineer at City of Suisun



Watershed Education and Outreach at the Arboretum



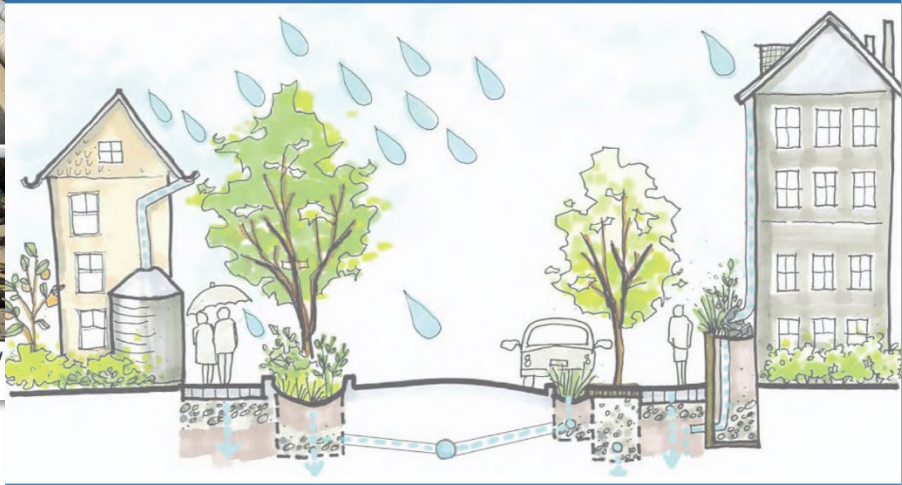
Stormwater Capture in the City

report represents the next formal check-in point with the Water Quality Control Board to demonstrate accountability for the projects and activities described in the rWMP. If adequate progress has not been made towards pollution reduction targets, the Water Quality Group will propose changes to the rWMP through the permit-prescribed adaptive management process, which will be submitted two years following rWMP acceptance.

- **Continued Outreach and Partnership**—Transparency and collaboration were the foundation of the rWMP process. The Water

Quality Group is committed to continued engagement with stakeholders, regulators, advocates, and potential partners to gather additional feedback to strengthen the rWMP. These continued discussions will also open doors for strategic partnerships and allow the Water Quality Group to explore a wide range of funding opportunities. The Water Quality Group plans to continue engaging with the Regional Water Quality Control Board staff annually (at a minimum), and with environmental advocates as often as needed to continue building productive relationships.

SOLANO PERMITTEES' GREEN STORMWATER INFRASTRUCTURE



DESIGN CONCEPTS

The Craftwater Team's concise but compelling reporting style engages a broad audience

Attachment 6 – Schedule

GENERAL INSTRUCTIONS FOR SCHEDULE:

The schedule will include a table that shows the start and end dates, plus a Schedule Narrative. We'll also include a Gantt Chart that shows all of the projects rolled up together. For now just fill out the table below and the Schedule Narrative.

The schedule must show the start and end dates as well as milestones for each task contained in the Work Plan. The milestones should be included as a "line item" under the appropriate task (see example below). The schedule should illustrate any dependencies or predecessors by showing links between tasks. Applicants must include a reasonable estimate of the end date, including time for any final reports and invoicing.

Schedule Narrative: Applicant must describe how the schedule shown is realistic, reasonable, and accomplishable based on the state of project development (such as design phase, status of permitting, and environmental documentation). The narrative cannot exceed two pages per project (minimum 10-point font).

Again, the Schedule must be consistent with the Work Plan and the Budget, so if you described the Work Plan at a subtask level, you must also include those same subtasks in the Schedule.

Proposal Title: Pajaro River Watershed Sustainability and Supply (PRWSSP) Project**Project Schedules****Project 1: Grant Administration**

	Category	Start Date	End Date	[Note in this column any dependencies or predecessors]
(a)	Grant Administration			
	Task 1 – Agreement Administration	July 1 2020	Dec. 1 2023	
	Task 2 – Invoicing	July 1 2020	Dec. 1 2023	
	Task 3 – Progress Reports and Project Completion Reports	July 1 2020	Dec. 1 2023	
	Milestone: Final Project Completion Report		Dec. 1 2023	
	Milestone: Final Grant Completion Report		Dec. 1 2023	

Project 1 Schedule Narrative***Budget Category (a): Project Administration***

Project 1: Grant Administration consists solely of Project Administration duties and will continue through the term of the grant agreement. The City of Watsonville will act in this capacity and will oversee project administration for projects completed by the City of Watsonville and the City of Gilroy. This will include ensuring compliance with grant agreements and conditions, submission of deliverables and all applicable reports and invoices.

Attachment 6 – Schedule

Project 2: Upper Struve Slough Wetland Enhancement and Public Access Project

	Category	Start Date	End Date	[Note in this column any dependencies or predecessors]
(a)	Project Administration	July 1 2020	Dec. 1 2023	
	Task 1 – Project Administration	July 1 2020	Dec. 1 2023	
	Task 2 - Reporting	January 1 2021	Dec. 1 2023	
(b)	Land Purchase/Easement	January 1 2021	June 30 2022	
(c)	Planning/Design/Engineering/Environmental Documentation			
	Task 3 – Feasibility Studies	n/a	n/a	Already complete
	Milestone: Copy of 30% design			
	Task 4 – CEQA Documentation			
	Milestone: Notice of Preparation	September 1 2021	December 31, 2021	
	Milestone: Copy of Notice of Completion	September 1 2021	January 31 2022	
	Milestone: Copy of CEQA Determination Document and associated documents	January 1 2022	February 28 2022	
	Task 5 - Permits			Dependent on completion of 100% project designs
	Milestone: Copy of 1602 Streambed Alteration Agreement, 401 Certification, 404 Certification Permits	September 1 2021	June 30 2022	
	Task 6 - Design			
	Milestone: Copy of project cost estimates and 60% design documents	January 1 2021	August 30 2021	
	Milestone: Copy of project cost estimates and 100% design documents	September 1 2021	December 31 2021	
	Task 7 – Project Performance Monitoring Plan			
	Milestone: Copy of project performance monitoring plan	January 1 2022	June 30 2022	
(d)	Construction/Implementation			
	Task 8 – Contract Services			
	Milestone: Copy of Award of Contract and Issuance of notice to proceed	July 1 2022	August 31 2022	
	Task 9 - Construction Administration	August 31 2022	October 30 2023	
	Milestone: Copy of Notice of Completion		October 30 2023	
	Task 10 - Construction			

Attachment 6 – Schedule

	Milestone: Photographic documentation and engineers estimate	August 31 2022	October 30 2023	
	Milestone: Photographic documentation of habitat restoration and landscape implementation and maintenance	August 31 2022	October 30 2023	

Project 2 Schedule Narrative

Budget Category (a): Project Administration

Project 2 administration will continue through the term of the grant agreement. The City of Watsonville will submit deliverables and all applicable reports and invoices within the scheduled timelines and work to achieve all milestones are met on schedule.

Budget Category (b): Land Purchase/Easement

Project 2 work may entail creation and adoption of a land use agreement between the City of Watsonville and a private landowner related to construction and maintenance of project activities. The creation of these agreements will be completed during the initial stage of the project.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

To date, 30% construction designs have been created for the project and a wetland limits determination has been made in order to assess the potential impacts to wetlands associated with project activity. Further work will entail taking the existing construction design plans to 100%, evaluating the final project design impacts on environmental resources, completing CEQA analysis, and securing environmental permits as listed in the schedule table above. The feasibility analysis for the project has been completed as a part of the development of 30% design plans. The CEQA determination is expected to be either a categorically exempt project or a mitigated negative declaration. CEQA determination and associated documents are planned to be completed by February 28 2022. Environmental documentation and permits are expected to be completed by July 30 2022 or before.

Budget Category (d): Construction/Implementation

A contract award is expected to be completed by August 31 2022, along with a notice to proceed. Grading and earth moving work associated with the project is planned to be undertaken beginning in September of 2022 and may be completed by November of 2022. If it is determined to be necessary or beneficial, grading and construction may be accomplished over the course of two years for different work areas of the project and continue into 2023 during the second year of construction. Following grading and construction activities, a habitat restoration and enhancement plan will be implemented. The revegetation and habitat restoration portion of construction activities is planned to begin in the fall of 2022 and with the maintenance period planned to be completed by October of 2023.

Project 3: Advanced Metering Infrastructure Installation

	Category	Start Date	End Date	[Note in this column any dependencies or predecessors]
(a)	Project Administration	July 1 2020	Dec. 1 2023	
	Task 1 – Project Administration	July 1 2020	Dec. 1 2023	
	Task 2 - Reporting	July 1 2020	Dec. 1 2023	
(b)	Land Purchase/Easement	n/a	n/a	
(c)	Planning/Design/Engineering/Environmental Documentation	n/a	n/a	
(d)	Construction/Implementation			
	Task 3 – Installation Management	July 1, 2020	May 1, 2022	
	Task 4 – Meter Installation			
	Milestone: 1300 meters installed and online	August 1, 2020	May 1, 2022	
	Task 5 – Software Integration			
	Milestone: AMI integrated with water budgets	Jul 1, 2020	May 1, 2022	

Project 3 Schedule Narrative

Budget Category (a): Project Administration

Project 3 Project Administration will continue through the term of the grant agreement. The City of Gilroy will submit deliverables and all applicable reports and invoices to the City of Watsonville within the scheduled timelines and work to achieve all milestones are met within schedule.

Budget Category (b): Land Purchase/Easement

Project 3-No land purchases or easements are required for this project.

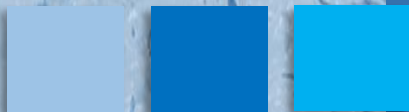
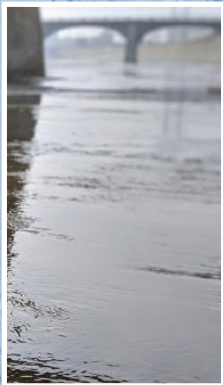
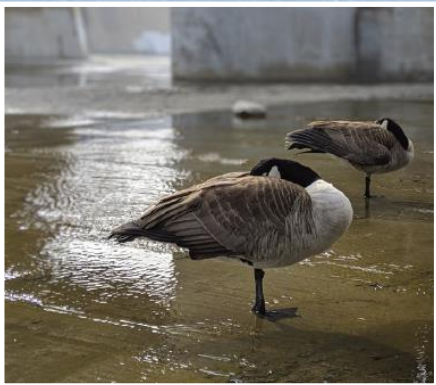
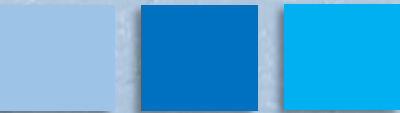
Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Project 3- The planning and design phase of this project has already been completed.

Budget Category (d): Construction/Implementation

Project 3- Purchasing of materials will commence upon approval of the grant. The installations of new meters, radios and radio lids can commence upon receipt of the materials which is projected to be accomplished within one month of final approval. Installations will continue as part of the allocated work load for Maintenance Workers within the Water Services Section. The 21 month timeline should ensure that the large meter installations, which require more coordination, will be completed within the outlined schedule.

Attachment 6 – Schedule



Appendix A:


Fee Proposal

ATTACHMENT A - FEE PROPOSAL

The Craftwater team will leverage our unrivaled experience, innovative technology, and engineering acumen to perform premier quality work at a competitive cost to the City. As required by the request for qualifications, our price proposal below lists our estimated fee by task and standard charges for personnel and services. We understand that the City was awarded a \$200k grant to support this effort, so our scope of work has been scaled to that level of effort.

Task	Craftwater	Wateristas	2NDNATURE	Total
1 – Project Initiation	\$21,000.00	\$7,500.00	\$0.00	\$28,500.00
2 – Community and Stakeholder Engagement	\$1,500.00	\$22,000.00	\$0.00	\$23,500.00
3 – Project Identification and Prioritization	\$32,000.00	\$6,000.00	\$24,000.00	\$62,000.00
4 – Project Concept Designs	\$44,500.00	\$18,000.00	\$0.00	\$62,500.00
5 – GI Plan	\$10,500.00	\$9,000.00	\$4,000.00	\$23,500.00
Total	\$109,500.00	\$62,500.00	\$28,000.00	\$200,000.00

CRAFTWATER BILLING RATES (through December 31, 2021):

 BILLING RATE SCHEDULE	
Job Category	Hourly Billing
MANAGEMENT	
President	\$270
Principal Engineer/Scientist	\$250
Senior Project Manager	\$235
Project Manager	\$220
ENGINEERING AND SCIENCE	
Senior Engineer	\$205
Senior Associate Engineer	\$190
Associate Engineer	\$170
Junior Engineer	\$135
Senior Water Resources Specialist or Hydrologist	\$175
Associate Water Resources Specialist or Hydrologist	\$155
Junior Water Resources Specialist or Hydrologist	\$125
Senior Scientist	\$180
Associate Scientist	\$145
Junior Scientist	\$115
TECHNICAL	
Senior Programmer/Web Developer	\$200
Associate Programmer/Web Developer	\$150
Civil Designer	\$140
CADD Technician	\$120
Senior GIS Analyst	\$160
Associate GIS Analyst	\$130
PRODUCTION AND ADMINISTRATIVE	
Senior Graphics Artist	\$150
Staff Graphics Artist	\$110
Senior Technical Editor	\$125
Technical Editor	\$105
Contract Administrator	\$110
Administrative/Clerical	\$80
Water Resources Intern	\$55

WATERISTAS BILLING RATES (through June 30, 2022):

Emily Corwin, M.S., P.E.	\$175/hour
Amy West, L.A	\$150/hour

2NDNATURE

Billed on lump sum basis for software as a service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2020

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

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

PRODUCER Champion Risk & Insurance Services, L.P. 12250 El Camino Real, Ste 375 San Diego CA 92130		CONTACT NAME: PHONE (A/C, No, Ext): 858-369-7900 FAX (A/C, No): 760-496-2816 E-MAIL ADDRESS: certsonly@championrisk.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nat'l Fire Ins Co of Hartford	
		INSURER B: Hiscox, Insurance Company	
		INSURER C: CONTINENTAL CAS CO	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 773584160 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6025221077	5/14/2020	5/14/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLI limit \$ 10,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6025221077	5/14/2020	5/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	N	N	6025226540	5/14/2020	5/14/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6025226537	5/14/2020	5/14/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ANE4144312.20	5/14/2020	5/23/2021	Each Occurrence 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Watsonville is named additional insured.

CERTIFICATE HOLDER

CANCELLATION 30 days except 10 for non payment

City of Watsonville
250 Main Street
Watsonville, CA 95076

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

<u>TABLE OF CONTENTS</u>
<u>I. Blanket Additional Insured Provisions</u>
<u>A. Additional Insured – Blanket Vendors</u>
<u>B. Miscellaneous Additional Insureds</u>
<u>C. Additional Provisions Pertinent to Additional Insured Coverage</u>
<u>1. Primary – Noncontributory provision</u>
<u>2. Definition of "written contract."</u>
<u>II. Liability Extension Coverages</u>
<u>A. Bodily Injury – Expanded Definition</u>
<u>B. Broad Knowledge of Occurrence</u>
<u>C. Estates, Legal Representatives and Spouses</u>
<u>D. Legal Liability – Damage to Premises</u>
<u>E. Personal and Advertising Injury – Discrimination or Humiliation</u>
<u>F. Personal and Advertising Injury – Broadened Eviction</u>
<u>G. Waiver of Subrogation - Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.";
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

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- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

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- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

12

INSURED

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Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 25226537

Policy Effective Date: 05/14/2020

Policy Page: 41 of 64