



CITY OF PETALUMA / PROCUREMENT REQUEST

DEPARTMENT: Public Works & Utilities	DEPARTMENT NO.:	SHIP TO: 202 N. McDowell Blvd. Petaluma, CA, 94952	P.O. NUMBER:
REQUESTED BY: Jonathan Sanglerat	TODAYS DATE: 10/19/2022		
TELEPHONE # 707-292-2772	DATE REQUIRED: ASAP	TERMS:	DATE:
SUGGESTED SOURCE: Ellis Creek Outfall - C66501838		VENDOR ID: Coastside Concrete & Construction, Inc.	
NOTES: This PO is for emergency site restoration work at the Ellis Creek Outfall Project, see attached documents for scope of work.		CONTACT NAME: Brett Sousa	
		REQUIRED TELEPHONE #: 707-695-6022	
		REQUIRED FAX #:	

"Please include required vendor quotes"

ITEMS TO BE ORDERED (*ALL ITEMS TO BE PRICED- REQUIRED*)

LINE	DESCRIPTION:	QTY	UNITS	UNIT PRICE	EXTENSION
	Dewatering	1	T&M NTE	12,500	12,500
	Regrading and backfill of trench		T&M NTE	12,500	12,500
	Reinstall emergency outfall		T&M NTE	12,500	12,500
	General Clean up & Hydroseeding		T&M NTE	12,500	12,500
	Unknown items (misc.)		T&M NTE	12,500	12,500

FUNDING SOURCE & BUDGET ACCOUNT:	SUBTOTAL	\$70,000
	SHIPPING	N/A
	TAX	N/A
	TOTAL COST	\$70,000

>>>>> APPROVALS <<<<<

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES REQUESTED HEREON ARE NECESSARY FOR USE IN THIS DEPARTMENT
AND THAT FUNDS ARE AVAILABLE TO COVER COST OF SAME.

DEPARTMENT AUTHORIZED SIGNATURE:

X		DATE:
FINANCE DIRECTOR	CITY MANAGER	PURCHASING OFFICER
X	X	X
DATE: 10/19/22	DATE: 10/19/22	DATE:

WHITE, CANARY and PINK TO ADMIN. SERV.

RETAIN GOLDENROD FOR DEPARTMENT FILES

Petaluma Purchase Order General Terms and Conditions

These terms and conditions govern the Vendor's delivery of Products and/or Services described on this Order.

1. Time of Performance. The Products and/or Services must be delivered by the Delivery Date specified on this Order. If this Order is for Services, performance of the Services must commence by the Commencement of Services date specified on this Order. Time is of the essence.

2. Warranty and Title. Vendor warrants that: (A) All Products and Services are as described on this Order, of good quality and free from defects; (B) All Products delivered are merchantable; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws.

3. Precedence, Integration and Binding Effect. If any portion of these terms and conditions conflicts with any information on the face of this Order, the information on the face of this Order will govern. This Order contains the entire agreement between the Vendor and the City concerning the Products and/or Services described on this Order. This Order supersedes all prior agreements concerning such Products and/or Services. This Order may only be modified in writing signed by authorized representatives of the Vendor and City. This Order is binding on the Vendor, the City, and their successors and assigns.

4. Payment. The City will pay Vendor invoices for Products and/or Services actually delivered in accordance with this Order. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Order. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Order are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Order.

5. Independent Contractor. Vendor is an independent contractor and not an employee of the City.

6. Indemnity and Insurance. Vendor agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including but not limited to attorneys' costs) of every nature arising out of or in connection with the delivery of the Products and/or performance of the Services described on this Order or Vendor's failure to comply with any of its obligations pursuant to this Order. However, to the extent this Order is a construction contract as defined in California Civil Code section 2783, as amended from time to time, Vendor's duty to indemnify pursuant to this Order shall not apply when to do so would be prohibited by California Civil Code section 2782. Vendor certifies that Vendor is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the California Labor Code. Vendor will comply with such provisions before delivering the Products and/or Services described on this Order.

7. Termination for Cause. In addition to all other legal and equitable rights of the City, the City may terminate this Order for cause upon any failure by Vendor to fulfill its obligations under this Order. Such termination for cause will be by written notice to the Vendor specifying the Products and/or Services not in accordance with this Order. Upon such notice to the Vendor, the City may purchase Products and/or Services to Substitute for those not delivered in accordance with this Order. The City may, at its option, either: (A) deduct the amount by which the cost of such substitute Products and/or Services exceeds the prices specified on this Order from monies due or that may become due the Vendor, or (B) invoice the Vendor for such amount. Any invoice submitted to the Vendor under this provision will be due upon receipt.

8. Termination for Convenience. The City may terminate this Order for convenience upon notice to the Vendor. If the City terminates this Order for convenience, the City will pay the Vendor for Products and/or Services delivered in accordance with this Order prior to the date of termination. The City will also pay the Vendor for Products and/or Services that Vendor cannot cancel as of the date of termination, so long as such Products and/or Services are delivered in accordance with this Order.

9. Assignment, Governing Law. The Vendor may not assign any of Vendor's obligations under this Order without the City's prior written approval. Any purported assignment without such approval will be void. This Order is governed by California law.

10. Prevailing Wages. This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit ___, which is attached to and made part of this Agreement.

5958 Petaluma Hill Road
Santa Rosa, Ca 95404

Date	Estimate #
10/15/2022	62

Name / Address
City Of Petaluma

			Project
Description	Qty	Rate	Total
Ellis Creek Water Recycling Facility Outfall Relocation Project		0.00	0.00
Work stall include clean up of site to prepare for winterization, Based on the site conditions and the factor of unknown items needed to be completed for winterization of the project we only providing an estimated cost as work will be Charge as Time and Materials plus mark up		0.00	0.00
Dewatering	1	12,500.00	12,500.00
Regrading and backfill of trench	1	12,500.00	12,500.00
Re install Emergency out Fall	1	15,000.00	15,000.00
General Clean up and Hydroseeding	1	15,000.00	15,000.00
Unknown items that might come up	1	15,000.00	15,000.00
		Total	\$70,000.00



Technical Memorandum

October 10, 2022

To	NBC, Inc.	Contact No.	CC66501838
Copy to	City of Petaluma, Cal Engineering & Geology	Email	Giuseppe.Tomasino@ghd.com
From	GHD Inc., Miller Pacific Engineering Group	Project No.	11227516
Project Name	Ellis Creek Water Recycling Facility Outfall Relocation Project		
Subject	Site Restoration Plan		

NBC, Inc. (Contractor) is required to restore the Ellis Creek Water Recycling Facility (ECWRF) Outfall Relocation Project area (site) back to its condition prior to demobilizing from the site. The improvements in the construction documents will not be completed at this time. As such, you are to cease all activities that do not pertain directly to the restorative tasks detailed herein. Listed below is a punch list and associated figures to advise on the activities needed to restore the site to pre-construction conditions. **The punch list shall be completed in the order it is presented.**

Cal Engineering and Geology (CM) shall be alerted and aware of all activities, in accordance with the bid documents. The CM shall be notified after each punch list item is complete and shall inspect the site for concurrence that the item has been completed. The CM shall provide, in writing, confirmation of completed punch list items to the CM and City in a timely manner.

All activities shall comply with OSHA regulations, regulatory and other contract requirements outlined in the permits and specifications. Activities shall be completed during normal working hours, in accordance with the project specifications. Activities outside of working hours or on weekends will not be permitted.

Punch List

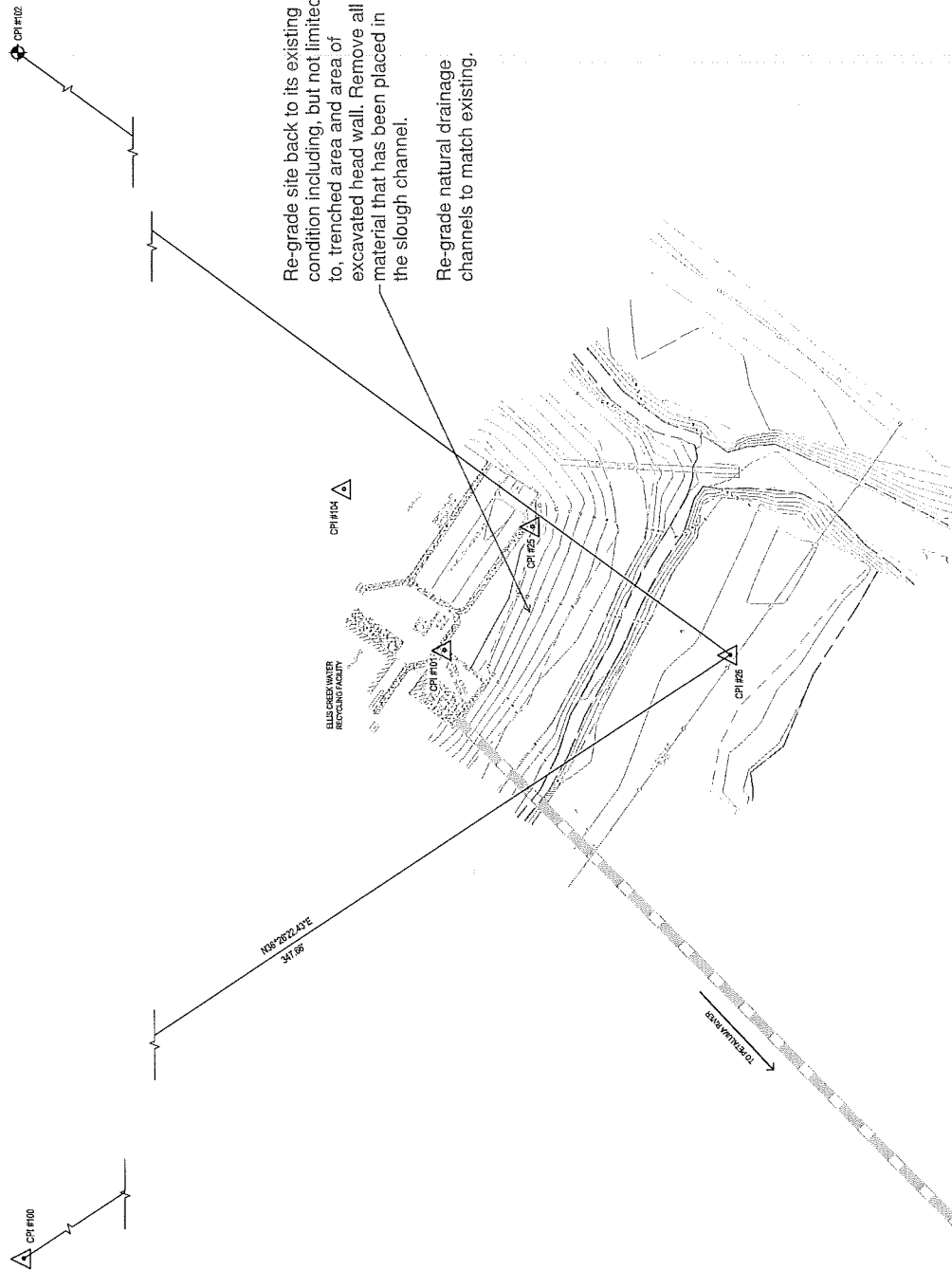
- 1) **Submit schedule for completing site restoration work.**
 - a) The schedule shall be broken down by each activity (number and title) presented in this document.
 - b) Activity associated with Punch List items 2 through 11 shall not proceed until approval of the schedule is provided in writing by the CM or City.
- 2) **Backfill and compact trench and outfall headwall excavation (see sheet C-101)**
 - a) Backfill shall be compacted to 85% per recommendation from Miller Pacific Engineering Group and GHD or to ensure stable soil conditions and avoid short-term/long-term settlements.
 - b) "Shoring" system shall be left in place.
- 3) **Relocate/remove existing material to allow ECWRF staff to access the junction boxes and chemical building.**
 - a) Relocate 42-inch HDPE pipe farther down gravel road towards Highway 116. Exact location shall be confirmed with ECWRF staff.
 - b) Remove long sheet piles that are stored along levee road.

This Technical Memorandum is provided as an Interim output under our agreement with the City of Petaluma. It is provided to foster discussion in relation to technical matters associated with the project and should not be relied upon in any way.

- c) Remove dirt pile behind chemical and MCC buildings.
- d) Remove/relocate any obstructions/material around the chemical building, chemical huts, junction boxes and pumping area (for example, rebar). This must be completed by close of business on October 18, 2022.
- e) Remove all equipment and tools, that are not required to complete this punch list, from the site.
- 4) Collect and properly dispose of trash/garbage/litter from side of chemical building.**
- 5) Grade the site back to its pre-existing conditions (see sheet G-004)**
 - a) Contractor shall grade site to allow for proper drainage. Where existing drainage channels and valleys are found, grade the site to maintain these.
 - b) Contractor shall leave existing "shoring" system in place and grade around it.
 - c) Contractor shall complete post-construction survey of the site following grading to confirm pre-existing conditions/topography are restored.
 - d) Contractor shall follow requirements in specification section 02 27 00 – Temporary Erosion Control.
- 6) Hydroseed the re-graded area (see sheet C-101)**
 - a) Hydroseeding and erosion control material and application should be followed per plans and specifications.
- 7) Re-connect the emergency outfall pipe (see sheet D101)**
 - a) Contractor shall inspect pipe (visually) for damages or crack prior to installation of the pipe. Contractor shall coordinate with CM to complete inspection while CM staff is present.
 - b) Pipe shall be connected at the location where Contractor sawcut the pipe. Pipe shall be re-fused to the disconnected portion of the HDPE pipe.
 - c) Pipe shall run from the connection point and into the slough area. Pipe alignment shall match previously alignment as shown in sheet D-101.
 - d) The discharge end of the pipe shall include the concrete bubbler, which shall lay on the previously-used wood mat, or similar as approved, and shall be anchored with the previously-used k-rails. (see sheet D-101).
- 8) Inspect pipe plug in existing outfall pipe.**
 - a) Pipe showed cracking in several directions previously and needs to be inspected to determine if it is operational.
- 9) Secure new 42-inch HDPE pipe and cover it completely with a weatherproof cover.**
 - a) Final location of stored pipe shall be confirmed and accepted by ECWRF staff.
- 10) Remove all remaining equipment, tools, and other materials from the site.**
- 11) Clean the site so it is in its original condition.**
 - a) Trash/garbage/litter shall be collected and properly disposed of.
 - b) Site shall be swept. Debris and dirt shall be collected and properly disposed of.
 - c) Clean/vacuum grates next to chemical building.
- 12) Repair damaged paving and asphalt as needed to restore site to pre-existing condition.**
- 13) Remove mitigation and minimization fencing, silt fencing and other material (see sheet C-503).**
 - a) Contractor shall notify biological monitor at least 48 hours in advance and the work shall only be completed while an approved biological monitor is on site.
 - b) Contractor shall backfill any void or excavated area left after the fence is removed.
 - c) Contractor shall hydroseed any area that wasn't previously seeded due to fence obstruction and install fiber rolls at the top and toe of the slope to prevent soil erosion into the slough.
 - d) Contractor shall clean up area as needed to restore it to pre-existing condition.
 - e) Erosion control material (fiber roll) shall be left in place.
- 14) Contractor shall complete final walk-through of site with ECWRF staff and CM to verify punch list has been completed appropriately.**

ONLY RED TEXT SHALL BE ACKNOWLEDGED
REFERENCE PUNCH LIST MEMO FOR ADDITIONAL DETAIL

ISSUED FOR BID



SHEET NOTES

SURVEYORS STATEMENT

THIS MAP REPRESENTS A FIELD SURVEY MADE BY CINQUINI & PASSARINO, INC. LAND SURVEYING ON MARCH 1, 2022 AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CINQUINI & PASSARINO, INC. THIS MAP REPRESENTS THE USUAL SURFACE CONDITIONS AS OF THE DATE OF THE SURVEY AND DOES NOT REPRESENT ANY OTHER CONDITIONS AS OF A LATER DATE.

BENCH LEVEL DATA

VERTICAL DATUM: NAVD 88

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 10N, DATUM 1983, EPOCH 1972.00. AS A CHECK ON THE BEARINGS, THE SURVEY WAS RUN TO A NATIONAL POSITONING SYSTEM (GPS) STATION (A B C) AND STATION (A B C) BEING SOUTH 47°35'13" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

BENCHMARK

CINQUINI & PASSARINO CONTROL POINT NO. 102, BEING A FOUND REBAR WITH CAP, ELEVATION = 13.21' (NAVD 88)

SURVEY CONTROL POINTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CPI #25	1840555.35	6396531.42	13.50	SET CPI CTRL. MAG NAIL
CPI #26	1840401.56	6396482.27	9.27	SET CPI CTRL. MAG NAIL
CPI #100	1840894.21	6396225.31	13.50	REPAIR AND CAP
CPI #101	1840587.27	6396488.26	13.99	MAG AND TT
CPI #102	1840787.27	6396502.78	13.21	BENCHMARK REBARCAP
CPI #104	1840922.25	6396544.79	14.19	SET MAG NAIL & TT

1. FIELD SURVEY WAS COMPLETED BY CINQUINI & PASSARINO, INC. LAND SURVEYING, MARCH 1, 2022.

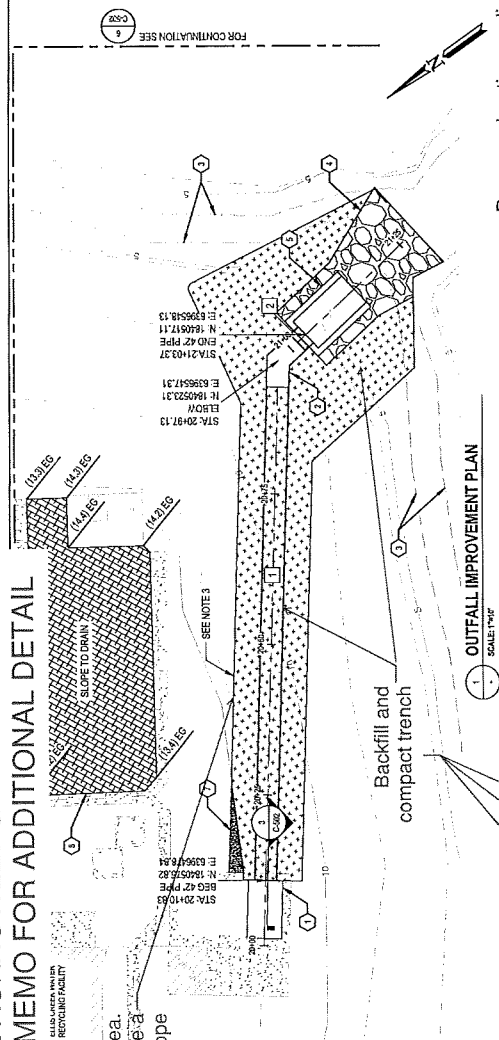
LEGEND

VERTICAL BENCHMARK

SURVEY CONTROL POINT

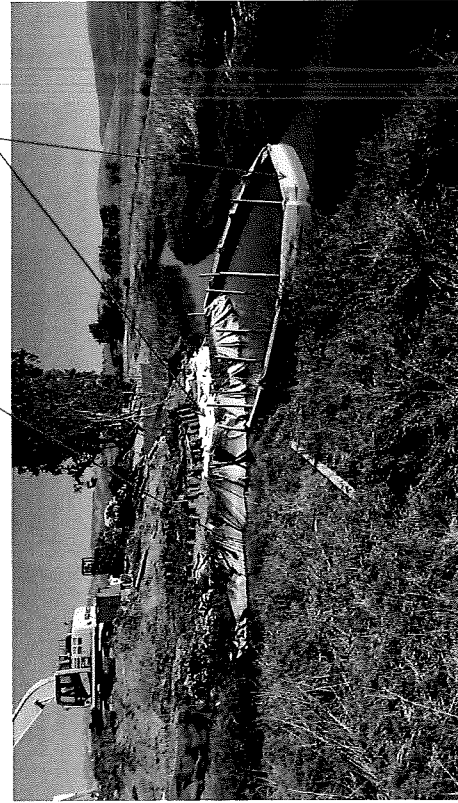
REFERENCE PUNCH LIST MEMO FOR ADDITIONAL DETAIL

Hydroseed disturbed area.
Install fiber rolls to provide a
stable and erosion free slope



Backfill and compact trench

- Remove sheeting, sediment curtain, sand bags and other material.
- Leave "shoring" system/piles in place.





ISSUED FOR BID







1. LOCKY (EL JUNCTION BOX) AND 1' PER 1' $\frac{1}{5.00}$
2. INSTALL 42" PIPE BEND, 42" HOPE PER 1' IT.
3. APPROXIMATE TYPE OF SLOPE.
4. CONSTRUCT 2" RHP APPROX PER $\frac{2}{5.00}$
5. CONSTRUCT REINFORCEMENT AND WINGWALL STRUCTURE PER 1' $\frac{1}{5.00}$
6. INSTALL 42" CHECK VALVE PER 1' $\frac{1}{5.00}$
7. CONSTRUCT 42" PAVING

CONSTRUCT 1' PAVING SECTION 3" MIN. AS OUR EXISTING IS COMPACTED BASE. AS PAVING THICKNESS MAY VARY BETWEEN 3-6" WITHIN PAVEMENT REPLACEMENT AREA.

SHEET NOTES

1. FOR PROPOSED GRADING AT HEADWALL AND CHANNEL, SEE 
2. FOR HEADWALL AND VERTICAL INFORMATION, SEE 
3. THE DIMENSIONS SHOWN ARE APPROXIMATE. RESEAL ALL DISTURBED AREA. FINAL SLOPING AREA TO BE COORDINATED WITH THE CITY.

LEGEND

	NEW AZ PAVING		NEW AC PAVING SECTION 3" AC OVER EXISTING RECOMPACTED BASE
	CALTRANS CLASS II RSP		NEW CONCRETE
	8" THICK GRAVEL FILTER LAYER		SEALING AREA (SEE TABLE BELOW)

STORM DRAIN LINE DATA


NO.	BEARING	LENGTH	DESCRIPTION
1	N52° 30' 39.91"W	91.13'	42" HDPE 4710 IPS DR32.5 SEWER
2	N07° 30' 39.91"W	5.24'	42" HDPE 4710 IPS DR32.5 SEWER

1. LINE DATA LENGTHS ARE MEASURED BETWEEN GEOMETRY POINTS

ALONG THE PIPE ALIGNMENTS AND STATION LINES SHOWN.

05/10/2010 09:55:00

SPERMATOPHYTES (Gymnosperms)	BROADLEAF TREES (Angiosperms)	SPERMATOPHYTES (Angiosperms)
COMMON NAME / BOTANICAL NAME	COMMON NAME / BOTANICAL NAME	COMMON NAME / BOTANICAL NAME
BROMUS CHRYSIOTUS / CALIFORNIA BROME	17.60	98.00
DICTYONIA SPP. / SALTGRASS	3.50	9.50
E. VILLOSUS / WILD RYE	9.75	54.50
ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY	0.50	2.75
STIPA PILULIFERA / PURPLE NEEDLE GRASS	5.00	33.00
SWAMPYRICHNUM CHENSENII / PACIFIC ASTER	0.25	1.50

FINANCE DIRECTOR	CITY MANAGER	PURCHASING OFFICER
X Corey Garberolio	X  DocuSigned by: Peggy Brown 03D66C70B34748C	X
DATE: 1/5/23	DATE: 1/5/2023	DATE:

WHITE, CANARY and PINK TO ADMIN. SERV.

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6. Indemnity and Insurance. Vendor agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including but not limited to attorneys' costs) of every nature arising out of or in connection with the delivery of the Products and/or performance of the Services described on this Order or Vendor's failure to comply with any of its obligations pursuant to this Order. However, to the extent this Order is a construction contract as defined in California Civil Code section 2783, as amended from time to time, Vendor's duty to indemnify pursuant to this Order shall not apply when to do so would be prohibited by California Civil Code section 2782. Vendor certifies that Vendor is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the California Labor Code. Vendor will comply with such provisions before delivering the Products and/or Services described on this Order.

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10. Prevailing Wages. This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit ___, which is attached to and made part of this Agreement.