

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 14, 2017 by and between the City of St. Helena, located in the County of Napa, State of California, and Larry Walker Associates (LWA), (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Waste Water Treatment Plant (WWTP) Phase 1 Upgrade Project.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”** and **Attachment 1 to Exhibit A**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation shall not exceed \$9,372.00, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

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

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the

liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the

sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Larry Walker and Associates
707 4th Street, Suite 200
Davis, California 95616

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

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

SECTION 20 – ATTORNEY FEES

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

may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

By:

Name: Brian M Laurensen

Title: Vice President

City:

By:

Name: Larry Pennell

Title: Interim City Manager

Approved as to Form:

By:

Name: Thomas B. Brown

Title: City Attorney

EXHIBIT A: SCOPE OF SERVICES

DISINFECTION SAMPLING PLAN IMPLEMENTATION

Background:

The Disinfection Sampling Plan (Plan) consists of four procedures designed by GHD to evaluate the disinfection process at the City of St. Helena Wastewater Treatment Plant (WWTP). Larry Walker Associates, Inc. (LWA) proposes to complete the sampling and analysis element of the Plan over approximately two days. Additionally, the scope of work includes up to two site visits to be scheduled prior to Plan implementation to (1) evaluate the availability of supplies and equipment for the project and (2) prepare the Laboratory for sampling, analysis and related tasks.

During the first site visit, LWA proposes to include an assessment of the level of effort required to obtain state (ELAP) accreditation for several test methods performed by WWTP personnel. The proposed scope of work is presented below.

1.1 Scope of Work

Task 1. St. Helena WWTP Laboratory Assessment: Site Visit

LWA will visit the WWTP Laboratory to determine whether it is sufficiently equipped to implement the Plan. Equipment required for Plan implementation includes containers for collecting samples, and reagents, glassware and apparatus for measuring pH, temperature, chlorine residual and ammonia in samples collected at the WWTP. LWA will evaluate equipment currently being used in the Laboratory for chlorine residual and ammonia. If it is determined that other methods are better suited for the project, LWA will make that recommendation. LWA will inspect each sampling location to evaluate the need for sampling equipment tailored to site specifics.

During this site visit, LWA will also evaluate the Laboratory's status regarding ELAP accreditation (i.e., certification) during the same visit. At minimum, LWA's assessment will encompass test methods and equipment for pH, temperature, and chlorine residual. However, LWA will evaluate any other test methods and equipment for which the City is interested in obtaining ELAP accreditation (e.g., dissolved oxygen, turbidity, etc.)

Task 1 Deliverables:

- A recommendation of test methods to be used for Plan implementation, as well as a list of needed reagents and supplies, including per-item cost and availability.
- A summary of findings from the ELAP accreditation assessment and recommendations for pursuing ELAP accreditation.

Task 2. Obtain Laboratory Reagents and Supplies Where Required

Upon approval by the City, LWA will order reagents and supplies that are required for Plan implementation and will direct the supplier to ship the order directly to the Laboratory. Some reagents and/or supplies with limited commercial availability may be obtained from a nearby commercial laboratory.

Task 2 work product:

- List of supplies and reagents required for Plan implementation.

Task 3. Event Preparation

LWA will prepare the Laboratory for Plan implementation one day before implementation begins. LWA will create field logs and data sheets for documenting field activities, hypochlorite concentration, preparation of the dosing solution, and test results. LWA will visit the Laboratory to clean and otherwise prepare all sampling supplies, glassware and labware and will stage the equipment for ready access and efficient use of time. City of St. Helena Operations staff will provide LWA with a sample of 12.5% (nominal) sodium hypochlorite (hypochlorite) solution used for wastewater disinfection. LWA will analyze the hypochlorite sample for total residual chlorine to estimate

its concentration. Having this information in advance of Plan implementation will speed up the process of preparing the dosing solution for Procedure 2 on the following day. LWA may also analyze one or more samples for pH and/or chlorine residual during this site visit to verify method and instrument functionality.

Task 3 work products:

- Field logs and Laboratory data sheets for recording data, procedures and calculations.

Task 4. Disinfection Sampling Plan Implementation

LWA will implement the Disinfection Sampling Plan over two days. LWA will complete Procedure 1, Procedure 2 and most of Procedure 3 on Day 1. LWA will complete the last two chlorine analyses for Procedure 3 and all of Procedure 4 on Day 2.

For each Procedure implemented, LWA will record field and laboratory data on respective field logs, laboratory data sheets, and chain-of-custody forms that accompany samples to Caltest. Chain-of-custody forms will direct Caltest to analyze samples for those test methods identified in Task 1.

Day 1: Procedures 1 and 2: Pond 4 Effluent Sampling, Dosing and Analysis

City of St. Helena Operations staff will provide LWA with a fresh sample of 12.5% (nominal) sodium hypochlorite (hypochlorite) solution used for wastewater disinfection. LWA will determine the actual hypochlorite concentration using the selected test method for total residual chlorine. Based on this chlorine concentration, LWA will prepare a dosing solution for spiking 6 aliquots of Pond 4 Effluent. The dosing solution will be stored temporarily in an amber vial with a septum cap to prevent loss of chlorine.

With the assistance of City of St. Helena Operations staff, LWA will collect approximately 5 gallons of Pond 4 Effluent for dosing and analysis. LWA will immediately analyze Pond 4 Effluent for pH and temperature using a field meter at the sampling location. LWA will collect samples of Pond 4 Effluent for total coliform and ammonia and place these in the Laboratory refrigerator for subsequent delivery to Caltest. LWA will spike 6 aliquots of Pond 4 Effluent to achieve theoretical chlorine residual concentrations of 5, 10, 15, 20, 25 and 50 mg/L. LWA will immediately analyze these samples for chlorine residual and pH and transfer a portion of the 50 mg/L sample into a separate container for ammonia analysis, which will be placed in the Laboratory refrigerator. Then, 30 minutes after the 6 aliquots of Pond 4 Effluent are spiked, LWA will add dechlorinating agent to each aliquot and transfer portions of each dechlorinated sample into containers for total coliform analysis. These samples will be placed in the Laboratory refrigerator for subsequent delivery to Caltest. LWA will direct Caltest to analyze these samples for total coliform approximately 8 hours after samples are transferred into sample containers (or sooner if Caltest will be closing before the full 8 hours has elapsed). If the Caltest courier is not able to pick up samples from the WWTP Laboratory, LWA will deliver ammonia and total coliform samples to Caltest.

Day 1: Procedure 3: Chlorine Contact Tank Effluent – Dechlorination Simulation

With the assistance of City of St. Helena Operations staff, LWA will collect approximately 5 gallons of chlorine contact tank (CCT) Effluent (before dechlorination and before Pond 5). LWA will immediately analyze CCT Effluent for pH and temperature using a field meter at the sampling location. LWA will collect a sample of CCT Effluent for ammonia and will place the filled container in the Laboratory refrigerator for subsequent delivery to Caltest Lab. LWA will analyze the CCT Effluent sample for chlorine residual and then transfer CCT Effluent into three clean buckets to be left uncovered in the shade for 8, 16 and 24 hours, respectively. Assuming that the three buckets are placed outside by 2:00 p.m. on Day 1, LWA will analyze CCT Effluent as follows:

- Bucket #1 (at 8 hours): Day 1 at 10:00 p.m.

- Bucket #2 (at 16 hours): Day 2 at 6:00 a.m.
- Bucket #3 (at 24 hours): Day 2 at 2:00 p.m.

Day 2: Procedure 3: Remaining Chlorine Analysis / Procedure 4: Pond 5 Sampling

At approximately 6:00 a.m., LWA will analyze CCT Effluent in Bucket #2 for chlorine residual.

Next, with the assistance of City of St. Helena Operations staff, LWA will collect six samples from Pond 5 that are evenly spaced along a line between the effluent discharge into Pond 5 and the intake into the effluent channel. LWA will analyze all six samples for chlorine residual.

LWA will verify that all field logs and laboratory data sheets are completed and will compile data in electronic format for submittal to the City and GHD. LWA will clean the Laboratory, including all glassware and equipment used for the project.

At approximately 2:00 p.m., LWA will analyze the CCT Effluent in Bucket #3 for chlorine residual. LWA will complete any remaining paperwork and add the last CCT Effluent chlorine residual result to the electronic data file. Finally, LWA will clean any remaining Laboratory equipment and supplies. If the Caltest courier has not already picked up the ammonia sample from Procedure 3 (Day 1), LWA will deliver the sample to Caltest on the way back to the LWA-Davis office.

Task 4 Deliverables:

- Hard copies of field logs, laboratory data sheets and chain-of-custody forms documenting all data collected for the Disinfection Sampling Plan.
- An electronic data file containing results of sample analysis, including quality control data.

Task 5. Project Management

LWA will provide project management and support, including communication with GHD and the City regarding Plan implementation, project schedule, budget, expenditures and other issues related to the administration of the contract.

2.0 Project Schedule

Table 2-1. Project Schedule

Task No.	Task	Tentative Project Schedule
1	Laboratory Assessment	Sometime Prior to Plan Implementation
2	Order Reagents and Supplies	Same day as Task 1, completed once approved by City
3	Event Preparation	1 Day Prior to implementation
4	Disinfection and Sampling Plan Implementation	1 day after Event Preparation, over 2 days
5	Project Management	Ongoing

ATTACHMENT 1 TO EXHIBIT A: DISINFECTION SAMPLING PLAN

Disinfection Sampling Plan dated April 11, 2017 provided by GHD

Sampling conditions: When running water through chlorine contact tanks

1. Procedure 1:

- Sample Location: Pond 4 Effluent (unchlorinated)
- Sample Tests:
 - pH
 - Temperature
 - Total Coliform
 - Ammonia

2. Procedure 2:

- Send a sample of sodium hypochlorite to the lab. Test for strength of sodium hypochlorite.
- Sample Location: Pond 4 Effluent (unchlorinated)
- Quantity: approximately 5 gallons
- Lab: Add the following sodium hypochlorite doses to separate samples:
 - 5 mg/L
 - 10 mg/L
 - 15 mg/L
 - 20 mg/L
 - 25 mg/L
 - 50 mg/L
- Sample Tests (immediately):
 - Total Chlorine Residual and pH in all samples
 - Ammonia for 50 mg/L sample only
- Hold samples for 30 minutes (contact time at max flows of 8 MGD)
- Quench chlorine in the samples with dechlorinating agent
- Sample Tests: Total Coliform in all samples after ~8 hours (same amount of time that they usually do after receiving samples from the WWTP)

3. Procedure 3:

- Sample Location: Chlorine contact tank effluent (before dichlorination and before Pond 5)
- Quantity: approximately 5 gallons
- Sample Tests (immediately):
 - pH
 - Total Chlorine Residual
 - Ammonia
 - Temperature
- Simulate Pond 5 dichlorination effects: Hold samples in buckets outside in shade, without cover for: 8, 16, and 24 hours
- Sample Tests (after 8, 16, and 24 hours): Total Chlorine Residual

4. Procedure 4

- Sample Location: Pond 5, evenly spaced along a line between the effluent discharge into Pond 5 and the intake into the effluent channel
- When: 8 hours after discharge of chlorinated water
- Quantity: 6 samples
- Sample Tests (immediately): Total Chlorine Residual

EXHIBIT B: COMPENSATION

DISINFECTION SAMPLING PLAN IMPLEMENTATION

Summary Cost Estimate

LWA will perform services on a time and expense basis based on the billing rate schedule included as Attachment 3.

Task No.	Task Description	Estimated Cost
1	Laboratory Assessment	\$1,598
2	Order Reagents and Supplies	\$440
3	Event Preparation	\$1,377
4	Disinfection Sampling Plan Implementation	\$5,447
5	Project Management	\$510
Total Project Cost		\$9,372

Detailed Cost Estimate

Task	Task Description	LWA Labor Hour Estimate					Other Direct		Total Estimated Cost
		Project Manager (Sr)	Lab Analyst (Sr)	Contract Admin.	LWA Total Labor Hours	LWA Total Labor Cost	Source Amount		
		\$ 220	\$ 220	\$ 145					
1	Laboratory Assessment ^a	1	6	0	7	\$ 1,540	b	\$ 58	\$ 1,598
2	Order Reagents and Supplies ^c	0	2	0	2	\$ 440			\$ 440
3	Event Preparation ^d	0	5	0	5	\$ 1,100	e, f	\$ 277	\$ 1,377
4	Disinfection Sampling Plan Implementation ^{d,g}	1	20	0	21	\$ 4,620	e, f, h	\$ 827	\$ 5,447
5	Project Management	1	0	2	3	\$ 510			\$ 510
	TOTAL	3	33	2	38	\$ 8,210	-----	\$ 1,162	\$ 9,372

Notes

- ^a Includes round-trip travel time (3 hours) from LWA-Davis to St. Helena WWTRP.
- ^b Round-trip mileage from LWA-Davis office to City of St. Helena WWTRP (approx. 54 miles one way), at \$0.535/mile.
- ^c Actual costs for additional reagents and supplies will be provided to the City for approval after Task 1 is completed. Includes travel time (1.5 hours) one-way from LWA-Davis to St. Helena WWTRP (or vice versa).
- ^d Includes one-way mileage from LWA-Davis to St. Helena WWTRP (or vice versa, approx. 54 miles) at \$0.535/mile.
- ^e Includes lodging for one overnight stay (estimated at \$200/night) plus per diem (\$48).
- ^f Overnight stays (rather several trips from Davis to St. Helena) will result in a more efficient use of the project budget.
- ^g Task 4 (four procedures) will be implemented over two days.
- ^h Includes laboratory testing costs for ammonia and total coliform, plus 10% markup (\$550).

Exhibit B: Compensation

LARRY WALKER ASSOCIATES

Rate Schedule

Effective July 1, 2016 – June 30, 2017

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

Revised 5/2/17

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2017

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 - Julie L. Nelson		CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of Conn NAIC # 25682 INSURER B: American Automobile Ins. Co. 21849 INSURER C: Greenwich Insurance Company 22322 INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	6809H382758	04/01/2017	04/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA3C999002	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81038775	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Professional Liability		X	PEC003092707	04/01/2017	04/01/2018	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: CITY OF ST. HELENA LAND APPLICATION PERMIT, LWA Project No. 110.16. All operations of the Named

Insured. The City of St. Helena, its agent, officers, officials, employees, and volunteers are named as

Additional Insured to General and Auto Liability per policy form wording. Insurance is Primary and Non

contributory with Severability of Interest clause. Waiver of Subrogation applies to Workers Compensation

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena
 City Manager
 1480 Main Street
 Saint Helena, CA 94574-0000

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

Julie L. Nelson

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DESCRIPTIONS (Continued from Page 1)

coverages per policy form wording. Cancellation provisions are solely as shown on this certificate.

Commercial General Liability Deductible: -0-; Automobile Liability Deductible -0-; Workers' Compensation Deductible -0-; Professional Liability \$50,000.Cancellation provisions are solely as shown on this certificate.

Policy Number: 6809H382758

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

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

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and

collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

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

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: Larry Walker Associates, Inc.

Endorsement Effective Date: 04/01/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

nsured: Larry Walker Associates, Inc.

Policy Number: WZP81038775

Effective Date: 04/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

City of St. Helena
City Manager
1480 Main Street
Saint Helena, CA 94574-0000

SCHEDULE CONTINUATION: The City of St. Helena, its agent, officers, officials, employees, and volunteers

Countersigned by



Authorized Representative