Request for Proposal

For

Wastewater Treatment Plant

Master Plan update

By the
City of Greenfield
May 15, 2019

Friday, June 21, 2019 @ 3:00 pm

City of Greenfield
Public Works Department
Attention: Arturo "Felix" Felix, Public Works Operations manager
599 El Camino Real
Greenfield, CA 93927
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CITY OF GREENFIELD
NOTICE OF REQUEST FOR PROPOSALS

1. Notice is hereby given that the City of Greenfield (hereinafter “City”) request proposals for WASTEWATER TREATMENT PLANT EVALUATION & OTHER PLANT IMPROVEMENTS (hereinafter “project”), and will receive proposals in the office of the PUBLIC WORKS DEPARTMENT, 599 El Camino Real, Greenfield, CA 93927, ATTN: Arturo “Felix” Felix, up to the hour of 3 p.m., on the 21st Day of June, 2019.

2. The service to be performed by the successful proposer are described in the request for proposal. Any questions should be directed to “Felix”, Operations Manager in the Public Works Department. The General Scope of services included developing Wastewater Facilities Master Plan, Evaluation of Existing plant and other plant improvements to address current and future needs.

3. Any changes to the Request for Proposals will be posted on City’s website in the form of addendum. Proposers shall periodically check City’s website at www.ci.Greenfield.ca.us for any addenda issued for this request and acknowledge the inclusion in proposal documents.

4. Proposals shall be submitted and clearly marked as follows:" SEALED PROPOSAL FOR THE WASTEWATER TREATMENT PLANT MASTER UPDATE- DO NOT OPEN WITH REGULAR MAIL."

5 (Five) Copies of the proposal shall be provided in the sealed envelope.

5. All responsive proposals shall be reviewed and evaluated by the CITY in the order to determine which proposal best meets the CITY’s needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate proposals are set forth in the request for proposals.

6. The CITY reserved the right to reject and all proposals or waive any irregularities in any proposal, this request for proposal (RFP) or the proposal process.

ARTURO FELIX, OPERATIONS MANAGER

DATE
SECTION 1 – INTRODUCTION

The City of Greenfield incorporated in 1947. Greenfield is located between the Gabilan Mountains range to the east and the Santa Lucia Mountains to the west: and is in the heart of the Salinas Valley, approximately 135 miles south of San Francisco, 95 miles south of San Jose and 60 miles north of Paso Robles. The city has a total of 2.1 square miles, with a population to be about 17,547 (2011).

The City of Greenfield is seeking a qualified engineering consulting firm or team, specializing in wastewater facilities, to provide professional services for developing Wastewater Facilities Master Plan, and assist the city for design of improvements for Wastewater Treatment Plant (WWTP) expansion and other WWTP related improvements to address current needs.

Background

The Greenfield Wastewater Treatment Plant incorporates a variety of unit processes. Primary treatment occurs at the headworks facility, which consists of a mechanical screen/wash removes large solids from the influent wastewater. Secondary biological treatment utilizes aeration ponds and land application.

The Central Coast Regional Water Quality Control Board (Regional Board) regulates discharges of wastewater from the City of Greenfield’s (City) treatment plant through Waste Discharge Requirements Order No. R3-2002-0062 (Appendix A-1).

This Order establishes the effluent limitations, maximum discharge, and monitoring requirements for the WWTP, for the protection of water quality and public health. Future flows more than these values may be accommodated with expansion and modification, and approval by the Regional Board.

The basic disposal concept is to percolate all the wastewater into the ground in a manner that protects the public health, maintains or enhances the existing groundwater quality and does not create a visual or odor nuisance. No sewage is anticipated to reach any of the adjacent surface waters. The sewage quantities are such that with the ample amount of land available, treatment and disposal of sewage is quite simple and straightforward. The major portion of the settleable solids are removed by settling in primary sedimentation tank and then decomposed by aerobic digestion. The clarified liquid is then conveyed to a series of ponds where oxidation of dissolved matter occurs followed by percolation of the effluent through the sandy soil into the ground, eventually reaching the groundwater underlying the area.

Evaluating the existing percolation area is critical, as the former design which were permitted assumed some treatment in the spray fields and a certain disposal capacity. We need to know what the existing disposal capacity is now, how the City is to manage the disposal area and that the discharge from the disposal area is protective of groundwater.

This WWTP technical review shall result in a memorandum/report that will serve a near-term planning horizon to address the existing WWTP needs and future effluent disposal considerations for the next 5 to 10 years. The following Scope of Services shall be included:
SECTION 2 — SCOPE OF SERVICES

Task 1- Project Management
Provide day-to-day project management and coordination necessary to complete the project. We will provide email updates and will prepare and submit monthly status reports throughout the project. Work shall be programmed to be completed within a 6-month schedule.

Task 2- QA/QC
Provide in-house quality assurance and quality control (QA/QC) for all submittals. Provide the name and resume of the proposed QA/QC Individual.

Task 3- Meetings
Consultant will attend the following meetings:

- Kick-off meeting with City staff to discuss goals, constraints, visions, schedule, and needs for the Project. Consultant to prepare the meeting agenda and minutes for the kick-off meeting. This meeting may be a teleconference call.
- Technical Memos (30% Submittal) – Consultant will meet with the City to discuss the 30% submittal (See Task 4.2 for description of 30% Submittal).
- Draft WWTP Technical Memorandum/Report – Consultant will meet with the City to review the Draft Report. This meeting may be a video-conference (e.g. Go-To-Meeting).
- Consultant will prepare and provide a PowerPoint presentation as a part of this 30% review for use by Staff in presenting initial findings to Council or others as necessary.

Deliverables:
The following deliverables will be provided to the City as part of this Task 1-3:

- Monthly Status Updates (PDF)
- Meeting minutes/notes, draft and final (PDF)

Task 4: Technical Memorandum

Task 4.1 Document Collection and Review
Prior to the Kick Off meeting, Consultant will collect documents from the City that have an impact on the analysis of the treatment plant, including but not limited to land use document updates/pending developments currently under review/consideration by the City, WWTP flow records, annual reports, monthly and bi-monthly reports, sampling/analytical data.

Task 4.2 Land Use Evaluation, Wastewater Flows
Consultant will incorporate land use/population data from the wastewater collection system master planning effort into this 30% technical report. Consultant to prepare a technical memorandum and PowerPoint Presentation (30% Submittal) that will form the basis for the WWTP Technical Memorandum/report.
**Deliverables:**
The following deliverables will be provided to the City as part of this Task 4:


**Task 5: WWTP Technical Memorandum/Report**

**Task 5.1 Draft WWTP Technical Memorandum/Report**
Upon receipt of written comments on the 30% Submittal, Consultant will prepare the WWTP technical memorandum/report. Based on the updated land use documents, proposed future development and updated flow estimates from the sewer collection system master plan update, Consultant will re-analyze the WWTP processes for deficiencies and recommended upgrades/improvements. Consultant will update current status of the WWTP related to existing WWTP capacity, effluent disposal recommendations and land acquisition, and near-term future needs for existing wastewater facilities. Consultant will describe the latest improvements and performance enhancements to the plant that the City has completed in recent months, including re-configuration of the effluent disposal fields, and improvements to the primary treatment facilities and include a schematic outlining components need for process improvement or expansion. Consultant will identify new or re-confirm existing capital improvement projects (CIP) and update the CIP tables. The CIP tables will also be updated to reflect current day costs for construction. Consultant will provide the City with a Draft WWTP Technical Memorandum/Report for review.

In summation, the analysis and **Draft WWTP Technical Memorandum/Report** would consist of the following tasks:

a. Current treatment and disposal capacity.
b. Projected wastewater flows for ten years.
c. An evaluation of recycling and reuse.
d. Proposed capacity, treatment, and disposal improvements, including improved nutrient removal.
e. A hydrogeologic study with a recommendation for improvements to the groundwater-monitoring system. (Groundwater wells should adequately represent groundwater upgradient and down gradient of the Facility.)
f. Timeline for implementation of proposed improvements.
g. Documentation of financial resources to complete the plan.
h. Discussion of the condition of existing components including the following:

   i) Influent Channels
   ii) Bar Screen Compactor
   iii) Primary Sedimentation Tanks
   iv) Sludge Digesters
   v) Oxidation Ponds
   vi) Percolation Ponds
   vii) Disposal Fields
   viii) Sludge Disposal Ponds
   ix) Other Appurtenances
Task 5.2 Final WWTP Technical Memorandum/Report
Upon receipt of written comments on the Draft WWTP Technical Memorandum/Report, Consultant will incorporate any comments and update the final report.

Deliverables:
The following deliverables will be provided to the City as part of this Task 3:

- Draft, Final WWTP Technical Memorandum/Report – Electronic PDF and three (3) hard copies

SCHEDULE
Consultant will work with the City to identify a schedule that meets the needs of the City. It is anticipated that the total effort will take approximately 6 months.

TO BE PROVIDED BY THE CITY

- Recent and Past Studies and Master Plan Reports
- Land use document updates
- WWTP influent flow data, past 3 years
- Annual Reports, past 3 years
- Recent plant influent/effluent quality data, past 3 years

Existing documentation includes:

- Available Improvement Plans
- 2013. Wastewater Treatment Plant Evaluation
- 2014. WWTP Reclassification, State Water Resources Control Board
- 2015. Design of WWTP Surface Aerators and Pond Improvements
- 2018. Effluent Disposal Study, Workplan and Response to Regional Board Notice of Violation

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

Statements of qualifications should be limited to twenty-five (25) 8½” x 11” pages (including the cover letter and resumes). Lengthy submittals may not be well received. The statement of qualifications shall be organized as follows:

A. Cover/Cover Letter
   1. Firm/entity name.
   2. Brief description of the firm/entity.
   3. Identify any sub-consultants or joint venture firms.

B. RFQ Response
   1. Firm Information
      a. Information about the consultant firm(s) including: type of organization, size (i.e., local office and total firm size), location of principal office(s), years in business, number of employees, professional registrations and affiliations, number of years as a firm, and other pertinent information.
2. Key Personnel and Roles
   a. Names and qualifications of personnel assigned to the Project. Include principal-in-charge, project manager, and all professional engineering and technical staff expected to take responsible roles. Clearly note any assignment and personnel qualifications differences between the water and wastewater system master planning services.
   b. If sub-consultant(s) will be a part of the team, include a statement about whether the primary consultant has previously worked with the proposed sub-consultant(s). Note: The successful consultant will be prohibited by contract from allowing non-listed personnel to play a responsible role in the project.
   c. Experience/resumes of all key personnel, clearly noting water and wastewater experience.
   d. Organization chart showing proposed team members, team organization/lines of communication, and titles/roles for this project.

3. Qualifications of the Firm/Entity(s)
   a. Description of completed projects similar in nature, magnitude, and complexity. Include the year(s) the work was completed. Identify any key team members proposed for this City of Greenfield project that also provided services on that project, including their role. Clearly differentiate between water and wastewater system projects.
   b. Project references of similar, completed projects.

4. Expectations of City
   a. Identify any information and tasks expected from the City of Greenfield to develop the master plans as described.

5. Schedule for Completion of Scope of Services
   a. Estimated schedule for completion of the master plan, including key milestones (phases, tasks, working products, submission of draft master plan, City Council workshop(s), and final master plan report). Assume a beginning date of July 15, 2019.
   b. Identify all tasks not under consultant's control with estimated timelines based upon prior experience of the consultant.
   c. Include discussion of any other constraints to the schedule.

SECTION 4 - EVALUATION OF STATEMENT OF QUALIFICATIONS

The City will evaluate all statements of qualifications received by the deadline. The City review team will use the following evaluation criteria, with scoring on a 100-point scale:

Project understanding and development of a concise but thorough and complete scope of work, with recommendations, if any, to improve on the scope of work described in the RFQ............................ 25
Demonstrated firm and team specialized experience, technical expertise, and proven knowledge of completing similar sized community water and wastewater system master plans………………………………………………………………………………… 25

Expertise, qualifications, licenses and certifications, and directly related experience of technical staff and the managers assigned to this Project……………………………………….. 20

Project schedule………………………………………………………………… 15

Availability and responsiveness of the consultant; ability to work and communicate effectively with the public and government agencies…………………………………………………………… 15

Based on these selection criteria, the top ranked consultant teams may be selected for separate interviews with the review team prior to making a selection recommendation to the City Council. Upon completion of the interviews, the review team will make a final ranking of the consultant teams. The top-ranked firm will then enter into contractual and fee negotiations with the City. Should the City and the top-ranked firm not satisfactorily negotiate a contract, the City will then enter into negotiations with the 2nd, 3rd, etc., ranked firms, in turn, as required until a successful negotiation is reached. Upon successful negotiation, the City Council will then be requested to approve the award of the contract and authorize the City Manager to execute the contract.

The City of Greenfield will exercise its discretion in selecting a firm or individual that presents the statement of qualifications that, in the sole judgment of the City, best serves the interest of the City. The City reserves the right to waive minor irregularities in any submittal, reject any statement of qualifications that fails to meet the RFQ requirements in any respect, to reject all submittals for any reason, or to cancel in part or in its entirety the Request for Qualifications.

The City has no preferred or favored consultant for WWTP Evaluation and Design work moving forward, a number of talented consultants have assisted the City in the past, resulting in the various studies and reference document that will be shared with the successful firm.

Proposals shall be submitted and clearly marked as follows:” SEALED PROPOSAL FOR THE WASTEWATER TREATMENT PLANT MASTER PLAN UPDATE- DO NOT OPEN WITH REGULAR MAIL.”

If you have any questions, regarding this RFP, please contact

Arturo Felix
Public Works Operations Manager
City of Greenfield
Phone (831) 674-2635
SECTION 4 - EVALUATION OF STATEMENT OF QUALIFICATIONS

The following items are attached to this Request for Proposal:

1. Exhibit A - Discharge requirements state in Order NO. R3-2002-0062,

2. Exhibit B - Standard Provisions and Reporting Requirements for Waste Discharge Requirements

3. Exhibit C – Civil Plans Wastewater Treatment Plant Modifications, 2007

4. Exhibit D - City’s Professional Services Agreement (Under 25K)

5. Exhibit E - City’s Professional Services Agreement (over 25K)
June 5, 2002

John Alves
Deputy City Manager/Public Works Director
City of Greenfield
P.O. Box 127
Gonzales, CA 93927

Dear Mr. Alves

REVISED WASTE DISCHARGE REQUIREMENTS ORDER NO. R3-2002-0062 FOR THE CITY OF GREENFIELD WASTEWATER TREATMENT PLANT, MONTEREY COUNTY

Enclosed are the final Waste Discharge Requirements and Monitoring and Reporting Program for the City of Greenfield Wastewater Treatment Plant adopted by the Board at its May 31, 2002 meeting.

If you have any questions, please call Martin Fletcher at (805) 549-3694 or Eric Gobler at (805) 549-3467.

Sincerely,

Roger W. Bridges
Executive Officer

Enclosures:

1. Order No. R3-2002-0062
2. MRP No. R3-2002-0062
3. Customer Service Survey
The California Regional Water Quality Control Board, Central Coast Region (Regional Board), finds that:

**FACILITY OWNER AND LOCATION**

1. The City of Greenfield (hereafter “Discharger”) owns and operates the Greenfield Wastewater Treatment Plant (hereafter “Facility”).

2. The Facility is located along Walnut Avenue approximately 1.5 miles northeast of the City of Greenfield. The Facility is within the southwest ¼ of Section 21, the northeast ¼ of Section 29, northwest ¼ of Section 28, and southeast ¼ of Section 20, Township 18 South, Range 07 East, of the Mount Diablo Base & Meridian along the west bank of the Salinas River, as shown on Attachments “A”.

**PURPOSE OF ORDER**

3. On October 29, 2001, John Alves, Deputy City Manager and Public Works Director for the City of Greenfield submitted a Report of Waste Discharge for authorization to continue discharging treated domestic wastewater within the Salinas River sub-basin.

4. Order No. R3-2002-0062 revises waste discharge requirements for the Facility that are intended to:
   a) allow the discharge described in the Discharger’s Report of Waste Discharge,
   b) uphold State water quality standards and,
   c) revise the Monitoring and Reporting Program.

**SITE/FACILITY DESCRIPTION**

5. The Discharger provides sewage service to the City of Greenfield and has direct responsibility for the wastewater collection system.

6. The Facility is located on 80 acres and includes pretreatment headworks, two primary clarifiers, one aerobic sludge digester, three oxidation ponds, two percolation ponds, and 13 acres of spray field disposal, as shown in Attachment “B”.

**Discharge Type**

7. The Facility discharges treated domestic wastewater.

8. Analysis of the City water supply, submitted with the Discharger’s October 2001 Self Monitoring Report, identifies the following:

<table>
<thead>
<tr>
<th>Constituent</th>
<th>City Water Supply October 3, 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>400</td>
</tr>
<tr>
<td>Dissolved</td>
<td></td>
</tr>
<tr>
<td>Solids</td>
<td>42</td>
</tr>
<tr>
<td>Sodium</td>
<td>33</td>
</tr>
<tr>
<td>Chloride</td>
<td>110</td>
</tr>
<tr>
<td>Sulfate</td>
<td>0.14</td>
</tr>
<tr>
<td>Boron</td>
<td></td>
</tr>
</tbody>
</table>

9. Analysis of the Facility’s wastewater effluent, submitted with the Discharger’s October 2001 Self Monitoring Report, identifies the following:
<table>
<thead>
<tr>
<th>Constituent</th>
<th>WTTP Effluent October 3 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dissolved Solids</td>
<td>660</td>
</tr>
<tr>
<td>Sodium</td>
<td>140</td>
</tr>
<tr>
<td>Chloride</td>
<td>140</td>
</tr>
<tr>
<td>Sulfate</td>
<td>88</td>
</tr>
<tr>
<td>Boron</td>
<td>0.49</td>
</tr>
</tbody>
</table>

**Design and Current Capacity**

10. Pretreatment occurs at the headworks and consists of a manual vertical bar screen followed by two comminuters in parallel.

11. Treatment consists of two primary clarifiers in parallel, three oxidation ponds, two percolation ponds, and 13 acres of spray irrigation and an aerobic sludge digester.

12. Following recommendations made by the Discharger’s consultant in 1992, the Facility’s capacity was increased to 1.0 million gallons per day (MGD).

13. The Facility, from January 2000 through December 2000, treated an average flow of 0.853 MGD. The peak month, average daily flow, occurred during July 2000 and averaged 0.91 MGD.

14. The Discharger plans to expand the Facility to a design capacity of at least 1.5 MGD. Expected additions include the following: a primary clarifier, a sludge pump, a sludge digester, an aeration pond, and land for effluent disposal.

**Wastewater Disposal**

15. Wastewater disposal occurs by percolation and evaporation within the ponds, and spray irrigation.

**Solid Waste Disposal**

16. Solid wastes generated from the treatment system consist of biosolids separated from the wastewater though the primary clarifiers. The biosolids are treated in a digester and drying bed prior to being stored onsite adjacent to the spray irrigation areas.

**Domestic Water Supply and Wastewater Geology**

17. The ponds and spray irrigation areas are located on relatively level topography consisting of sandy soils.

**Hydrogeology**

18. Monitoring reports submitted by the Discharger during 2001, indicate a depth to groundwater of ranging from 12 to 19 feet, with a northwest groundwater gradient.

**Surface Water**

19. The ponds and spray irrigation areas are located southwest of and adjacent to the Salinas River, which flows in a northwesterly direction to Monterey Bay. The ponds and spray irrigation areas are protected from the river by a levee designed to withstand a 100-year flood.

**Land Uses**

20. The Facility is surrounded by agricultural land.

**Regional Basin Plan**

21. The Water Quality Control Plan, Central Coast Basin (Basin Plan) was adopted by the Regional Board on November 19, 1989 and approved by the State Water Resources Control Board (State Board) on August 16, 1990. The Regional Board approved amendments to the Basin Plan on February 11, 1994 and September 8, 1994. The Basin Plan incorporates statewide plans and policies by reference and contains a strategy for protecting beneficial uses of State Waters. This Order implements the Basin Plan.

22. Historical beneficial uses of groundwater near the discharge include:

   a. Municipal and Domestic Water
   b. Agricultural Water Supply
   c. Industrial Water Supply

23. Present and anticipated beneficial uses of the Salinas River between Nacimiento River and Chualar include:

   a. Municipal and Domestic Supply
b. Agricultural Supply
c. Industrial Process Supply
d. Industrial Service Supply
e. Groundwater Recharge
f. Water Contact Recreation
g. Non-Contact Water Recreation
h. Wildlife Habitat
i. Cold Freshwater Habitat
j. Warm Freshwater Habitat
k. Migration of Aquatic Organisms
l. Spawning, Reproduction, and/or Early Development
m. Rare, Threatened, or Endangered Species
n. Commercial and Sport Fishing

**MONITORING PROGRAM**

24. Monitoring and Reporting Program No. R3-2002-0062 is a part of the proposed Order. The Monitoring Program requires routine water supply, pond, influent, effluent, groundwater, solids/biosolids, facility, inflow/infiltration, and salt monitoring to verify compliance and protection of groundwater quality.

25. Monitoring reports are due quarterly, January, April, July, and October. An annual report summarizing the year’s events and monitoring is due in January.

**ENVIRONMENTAL ASSESSMENT**

26. These waste discharge requirements are for an existing facility and are exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.) in accordance with Section 15321, Article 19, Chapter 3, Division 6, Title 14 of the California Code of Regulations.

**Total Maximum Daily Load**

27. Total maximum daily load (TMDL) allocations will be developed for impaired surface waters in the Salinas River Basin. TMDL documents will allocate responsibility for constituent loading throughout the watershed. Draft TMDL documents are anticipated by June 2003 for siltation, June 2004 for nutrients and pesticides, and June 2009 for salinity. During development of the TMDL source assessment and implementation plan, if Regional Board staff find constituent contributions from waste discharged may adversely impact beneficial uses or exceed water quality objectives, TMDL documents may require changes in Waste Discharge Requirements. Waste Discharge Requirements may be modified to implement applicable TMDL provisions and recommendations.

**EXISTING ORDERS/GENERAL FINDINGS**

28. The discharge was previously regulated by Waste Discharge Requirements Order No. 89-19, adopted by the Regional Board on February 10, 1989. The Regional Board has regulated this discharge since 1965.

29. Discharge of Waste is a privilege, not a right, and authorization to discharge is conditional upon the discharge complying with provisions of Division 7 of the California Water Code and any more stringent effluent limitations necessary to implement water quality control plans, to protect beneficial uses, and to prevent nuisance.

30. On March 14, 2002, the Regional Board notified the Discharger and interested parties of its intent to issue waste discharge requirements for the discharge and has provided them with a copy of the proposed Order and an opportunity to submit written views and comments.

31. After considering all comments pertaining to this discharge during a public hearing on May 31, 2002, this Order was found consistent with the above findings.

**IT IS HEREBY ORDERED**, pursuant to authority in Sections 13263 and 13267 of the California Water Code, that the City of Greenfield their agents, successors, and assigns, may discharge waste at the above-described Facility providing compliance is maintained with the following:

All technical and monitoring reports submitted pursuant to this Order are required pursuant to Section 13267 of the California Water Code. Failure to submit reports in accordance with
schedules established by this Order, attachments to this Order, or failure to submit a report of sufficient technical quality to be acceptable to the Executive Officer, may subject the discharger to enforcement action pursuant to Section 13268 of the California Water Code.

Note:
Other prohibitions and conditions, definitions, and the method of determining compliance are contained in the attached “Standard Provisions and Reporting Requirements for Waste Discharge Requirements” dated January 1984. Superscripted terms are defined in Section, D. Definitions.

A. PROHIBITIONS

1. Discharge of treated wastewater to areas other than disposal areas shown in Attachment “B”, is prohibited.

2. Discharge of any wastes including overflow, bypass, seepage, and overspray; from transport, treatment, storage, or disposal systems to adjacent drainageways or adjacent properties not listed in this Order is prohibited.

3. Bypass of the treatment facility and discharge of untreated or partially treated wastes directly to the designated disposal area is prohibited.

B. SPECIFICATIONS

Effluent

1. Daily wastewater flow averaged over each month shall not exceed 1.0 MGD, until Facility improvements are complete (with design capacity supported by sufficient documentation), and approved by the Executive Officer.

2. Upon completion of Facility improvements, documented design capacity, and approval by the Executive Officer, daily wastewater flow, averaged over each month, shall not exceed the design flow documented and approved.

Groundwater Protection

3. The discharge shall not cause groundwater to exceed the following limitations:

<table>
<thead>
<tr>
<th>Constituents</th>
<th>Units*</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>Between 6.5 - 8.4</td>
</tr>
<tr>
<td>TDS</td>
<td>1,500 mg/l</td>
</tr>
<tr>
<td>Sodium</td>
<td>150 mg/l</td>
</tr>
<tr>
<td>Chloride</td>
<td>250 mg/l</td>
</tr>
<tr>
<td>Sulfate</td>
<td>850 mg/l</td>
</tr>
<tr>
<td>Boron</td>
<td>0.5 mg/l</td>
</tr>
</tbody>
</table>

* as measured in groundwater downgradient of the disposal area

4. The discharge shall not cause nitrate concentrations in groundwater downgradient of the disposal area to exceed 8 mg/l (as N).

5. The discharge shall not cause a significant increase of mineral constituent concentrations in underlying groundwater, as determined by comparison of samples collected from wells located upgradient and downgradient of disposal areas.

6. The discharge shall not cause concentrations of chemicals and radionuclides in groundwater to exceed limits set forth in Title 22, Chapter 15, Articles 4 and 5 of the California Administrative Code.

System Operation

7. Treatment and disposal areas shall be fenced and posted (English and Spanish) to advise the public that the Facility contains domestic wastewater.

8. Extraneous surface drainage shall be excluded from the wastewater treatment and disposal facilities.

9. Treatment and disposal ponds shall have a freeboard greater than two feet at all times.

Wastewater Disposal

10. Effluent shall not be discharged within 100 feet of any existing water supply well.

11. Disposal ponds shall be alternated to permit emptying for maintenance purposes.

12. Disposal ponds shall be dried and disced at least annually.
13. Wastewater application to spray irrigation areas shall be managed to prevent ponding.

14. Wastewater application to spray irrigation areas shall not take place during rains.

15. Wastewater application to spray irrigation areas shall not result in runoff beyond the property boundary, to surface waters or to drainage courses that are tributary to surface waters.

16. Spray irrigation areas shall be operated using a regular rotation. Rotation from one irrigation area to another shall occur at least weekly. Between applications, irrigated areas shall be allowed to dry to approximately the field moisture condition of non-irrigated areas.

Solid Waste
17. All solids generated from the screening and treatment process must be reclaimed or disposed of in a manner acceptable to the Executive Officer.

Storm Water
18. All storm water contacting domestic wastewater shall be contained onsite.

Inflow/Infiltration
19. Best management practices shall be implemented to minimize the inflow and infiltration of storm water and/or unauthorized wastewater into the Facility.

C. PROVISIONS


2. The Discharger shall comply with “Monitoring and Reporting Program (MRP) No. R3-2002-0062, as specified by the Executive Officer.


4. All discharges from the Facility shall comply with lawful requirements of the municipalities, counties, irrigation districts, drainage districts, and other local agencies regarding discharges of waste to land and surface waters within their jurisdiction.

5. The Discharger shall evaluate salt management practices and implement a long term Salt Management Program to access and reduce salt loading to the Facility. By March 1, 2003, the Discharger shall submit a report to the Executive Officer identifying findings and making recommendations as needed to manage salts.

6. The Discharger shall submit an engineering report to the Executive Officer not later than November 30, 2002 addressing:
   a. Whether the hydraulic gradient for groundwater below the Facility is consistent with the configuration of the monitoring wells;
   b. Whether current groundwater monitoring wells adequately represent groundwater upgradient and downgradient of the Facility.

If the current groundwater monitoring system is inadequate, the Discharger shall propose a revised groundwater monitoring system with an implementation schedule.

7. The Discharger shall submit an engineering report to the Executive Officer, not later than March 1, 2003 evaluating various wastewater disposal options. The report shall consider recycling and reuse, and if viable, develop a schedule for phased implementation.

8. The Discharger shall give advance notice to the Regional Board of any planned changes in the permitted facility or waste management activities that may result in noncompliance with this Order.
9. This Order may be reopened to address any changes in State or Federal plans, policies, or regulations that would affect the quality requirements for the discharges.

10. In the event of any change in control or ownership of land or facilities presently owned or utilized by the Discharger, the Discharger shall notify the succeeding owner(s) or operator(s) of the existence of this Order by letter, a copy of which shall be forwarded to the Regional Board.

11. Pursuant to Title 23, Chapter 3, Subchapter 9, of the California Administrative Code, the Discharger must submit a written report to the Executive Officer not later than September 22, 2011, addressing:

   a. Whether there will be changes in the continuity, character, location, or volume of the discharge;

   b. Whether, in their opinion, there is any portion of the Order that is incorrect, obsolete, or otherwise in need of revision; and

   c. A summary of all violations of Waste Discharge Requirements, Order No. R3-2002-0062, which occurred since adoption of the order along with a description of the cause(s) and corrective action taken.

I, Roger W. Briggs, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Central Coast Region, on May 31, 2002.

[Signature]
Roger W. Briggs, Executive Officer

S:\WB\Central Watershed\WDRs\City of Greenfield\Order R3-2002-0062, FINAL WDR, 4-30-2002.doc
STATE OF CALIFORNIA  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL COAST REGION  
81 Higuera Street, Suite 200  
San Luis Obispo, California 93401-5411

MONITORING AND REPORTING PROGRAM NO. R3-2002-0062  
Waste Discharge Identification No. 3 270105001  
Proposed for Consideration at May 31, 2002 Meeting

For

CITY OF GREENFIELD  
WASTEWATER TREATMENT PLANT  
MONTEREY COUNTY

Reporting responsibilities are specified in Sections 13225(a), 13267(b), 13383, and 13387(b) of the California Water Code. This Discharge Monitoring Program is issued in accordance with Provision C.2 of Regional Board Order No. R3-2002-0062.

WATER SUPPLY MONITORING

Representative samples of the City water supply shall be collected and analyzed for the constituents and at the frequency specified below:

<table>
<thead>
<tr>
<th>Parameter/Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Minerals*</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
</tbody>
</table>

* General Mineral analyses shall include the following constituents: Calcium, Magnesium, Sodium, Sulfate, Carbonate, Bi-Carbonate, Chloride, Total Hardness, Total Alkalinity, Total Dissolved Solids, pH, Electrical Conductivity, Boron, Iron, and Nitrate (as N). Sampling results for the Department of Health Services may be submitted to satisfy this requirement.

INFLUENT MONITORING

Representative samples of the influent shall be collected and analyzed for the constituents and at the frequencies specified below:

<table>
<thead>
<tr>
<th>Parameter/Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow Volume</td>
<td>MGD</td>
<td>Metered</td>
<td>Daily</td>
</tr>
<tr>
<td>Maximum Daily Flow</td>
<td>MGD</td>
<td>Metered</td>
<td>Monthly</td>
</tr>
<tr>
<td>Mean Daily Flow</td>
<td>MGD</td>
<td>Calculated</td>
<td>Monthly</td>
</tr>
<tr>
<td>BOD₃</td>
<td>mg/l</td>
<td>24 hr Composite</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>mg/l</td>
<td>24 hr Composite</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Settleable Solids</td>
<td>ml/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>pH</td>
<td></td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Dissolved Solids</td>
<td>mg/l</td>
<td>24 hr composite</td>
<td>Annual (September)</td>
</tr>
<tr>
<td>Sodium</td>
<td>mg/l</td>
<td>24 hr composite</td>
<td>Annual (September)</td>
</tr>
<tr>
<td>Chloride</td>
<td>mg/l</td>
<td>24 hr composite</td>
<td>Annual (September)</td>
</tr>
<tr>
<td>Sulfate</td>
<td>mg/l</td>
<td>24 hr composite</td>
<td>Annual (September)</td>
</tr>
<tr>
<td>Boron</td>
<td>mg/l</td>
<td>24 hr composite</td>
<td>Annual (September)</td>
</tr>
</tbody>
</table>
### POND MONITORING

Representative samples of wastewater contained in each treatment and disposal pond shall be collected and analyzed for the constituents and at the frequency specified below:

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>-</td>
<td>Grab*</td>
<td>Weekly</td>
</tr>
<tr>
<td>Dissolved Oxygen</td>
<td>mg/l</td>
<td>Grab*</td>
<td>Weekly</td>
</tr>
</tbody>
</table>

* Grab sample to be taken at one-foot depth.

### EFFLUENT MONITORING

Representative samples of wastewater being discharged to the spray irrigation areas shall be collected and analyzed for the constituents and at the frequencies specified below:

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>-</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>BOD₅</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Settleable Solids</td>
<td>ml/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Dissolved Solids</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Sodium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Chloride</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Boron</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Sulfate</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Nitrite (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Nitrate (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Kjeldahl Nitrogen (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Total Nitrogen (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Quarterly (Dec., March, June, Sept.)</td>
</tr>
<tr>
<td>Aluminum</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Antimony</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Arsenic</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Barium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Beryllium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Cadmium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Chromium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Copper</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Cyanide</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Fluoride</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Lead</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Mercury</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Nickel</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Selenium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Thallium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>Zinc</td>
<td>mg/l</td>
<td>Grab</td>
<td>Annually (September)</td>
</tr>
<tr>
<td>VOCs</td>
<td>mg/l</td>
<td>Grab</td>
<td>Once/5 years (September)</td>
</tr>
<tr>
<td>PCBs</td>
<td>mg/l</td>
<td>Grab</td>
<td>Once/5 years (September)</td>
</tr>
<tr>
<td>Pesticides</td>
<td>mg/l</td>
<td>Grab</td>
<td>Once/5 years (September)</td>
</tr>
</tbody>
</table>
SOLIDS/BIOSOLIDS MONITORING

The Discharger shall submit a summary of activities regarding solids handling with each quarterly monitoring report. Prior to biosolid removal or change in disposal practices (location, process, frequency), the Discharger shall submit all disposal information to the Executive Officer for approval. Representative samples of the biosolids to be disposed off shall be collected and analyzed for the constituents and at the frequencies specified below:

<table>
<thead>
<tr>
<th>Parameter/Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>Tons or yds$^3$</td>
<td>Measured during removal</td>
<td>Each load</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>%</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Nitrate (as N)</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Total Phosphorus</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>pH</td>
<td>pH units</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Grease &amp; Oil</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Arsenic</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Antimony</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Barium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Beryllium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Boron</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Cadmium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Cobalt</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Copper</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Chromium, VI &amp; Total</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Lead</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Mercury</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Molybdenum</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Nickel</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Selenium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Silver</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Thallium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>T'n</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Vanadium</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Zinc</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal</td>
</tr>
<tr>
<td>Pesticides</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal***</td>
</tr>
<tr>
<td>Organic Lead</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal***</td>
</tr>
<tr>
<td>PCBs</td>
<td>mg/kg</td>
<td>Grab</td>
<td>Prior to transport/disposal***</td>
</tr>
</tbody>
</table>

* Characterization required by disposal facility may be submitted in place of this list.
** If no need for sludge/biosolids removal occurs during a given year, the Discharger will have no obligation for biosolids monitoring. Reporting in this case shall explain the absence of this monitoring.
*** At least once every 5 years prior to transport or disposal.
RECEIVING WATER MONITORING

Representative samples of groundwater shall be collected from shallow wells upgradient and downgradient of disposal areas. To ascertain compliance with Waste Discharge Requirements in establishing new, or verifying existing upgradient and downgradient monitoring wells, the monitoring network shall be supported by sufficient, as determined by the Executive Officer, geologic and hydrogeologic documentation. Samples of groundwater shall be collected and analyzed for the constituents and at the frequencies specified below:

<table>
<thead>
<tr>
<th>Parameter/Constituent</th>
<th>Units</th>
<th>Sample Type</th>
<th>Minimum Sampling and Analyzing Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth to Groundwater</td>
<td>feet</td>
<td>Measured</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>pH</td>
<td>-</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Total Dissolved Solids</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Sodium</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Chloride</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Boron</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Sulfate</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Nitrite (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Nitrate (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Total Kjeldahl Nitrogen (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
<tr>
<td>Total Nitrogen (as N)</td>
<td>mg/l</td>
<td>Grab</td>
<td>Semi-Annually (March and September)</td>
</tr>
</tbody>
</table>

FACILITY MONITORING

The Discharger shall make at least bi-weekly inspections of the treatment and disposal systems. During the inspections, the Discharger shall note compliance status with this Order, particularly Discharge Prohibitions A.1, 2, and 3. A log of these inspections shall be maintained and a summary of observations made during the inspections shall be submitted with each quarterly monitoring report.

INFLOW/INFILTRATION MONITORING

The Discharger shall submit a summary of activities regarding its Best Management Practices for inflow/infiltration control with the annual monitoring report. The summary should address investigations into inflow/infiltration, and efforts to reduce inflow/infiltration to the City of Greenfield Wastewater Treatment Plant.

SALT MONITORING

The Discharger shall submit a summary of activities regarding its Salt Management Program with the annual monitoring report. The summary should address investigations into salt loading sources, and efforts to reduce salt loading to the City of Greenfield Wastewater Treatment Plant.
REPORTING

Monitoring reports are required quarterly, by the 30th of January, April, July, and October, and shall contain all data collected or calculated over the previous three months. Pursuant to Standard Provisions and Reporting Requirements, General Reporting Requirement C.16, an annual report is required by the 30th of January along with the 4th quarter monitoring report.

IMPLEMENTATION

This monitoring and reporting program shall be implemented immediately.

ORDERED BY

Bradley E. Hagmann
Executive Officer

6/5/02

Date
A. General Permit Conditions

Prohibitions

1. Introduction of "incompatible wastes" to the treatment system is prohibited.

2. Discharge of any radiological, chemical, or biological warfare agent or radioactive waste is prohibited.

3. Discharge of "toxic wastes" is prohibited.

4. Introduction of pollutants into the collection, treatment, or disposal system by an "indirect discharger" that inhibit or disrupt the treatment process, system operation, or the eventual use or disposal of sludge or cause or "significantly contribute" to a violation of any requirement of this order is prohibited.

5. Introduction of "pollutant-free" wastewater to the collection, treatment, and disposal system in amounts that threaten compliance with this order is prohibited.

Provisions

6. Production and use of reclaimed water shall conform with reclamation criteria established in Title 22, Chapter 3, of the California Code of Regulations. For uses of reclaimed water not addressed in Title 22 and not in the main body of this order, use is subject to review and dependent upon approval of the Executive Officer before use may begin (For uses addressed in Title 22, see C.8.)

7. Collection, treatment, or discharge of waste shall not create nuisance or pollution, as defined by Section 13050 of the California Water Code.

8. As necessary to ensure safe and reliable collection, treatment, and disposal of waste and consistent compliance with this order, the discharger shall adopt and enforce a local pretreatment program. (See C.16.h.)

9. Objectionable odors originating at this facility shall not be perceivable beyond the limits of the wastewater treatment and disposal areas.

10. The discharger shall prevent formation of habitat for carriers of pathogenic microorganisms in any part of the treatment and disposal system.
11. Petroleum products, grease, or scum shall not be visible on disposal ponds.

12. The discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the discharger to achieve compliance with the conditions of this order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staff and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. Proper operation and maintenance shall be described in an Operation and Maintenance Manual.

13. Electrical and mechanical equipment shall be maintained in accordance with appropriate practices and standards, such as NFPA 70B, Recommended Practice for Electrical Equipment Maintenance; NFPA 70E, Standard for Electrical Safety in the Workplace; ANSI/NETA MTS Standard for Maintenance: Testing Specifications for Electrical Power Equipment and Systems, or procedures established by insurance companies or other industry resources.

14. If the discharger’s facilities are equipped with SCADA or other systems that implement wireless, remote operation, the discharger shall implement appropriate safeguards against unauthorized access to the wireless systems. Standards such as NIST SP 800-53, Recommended Security Controls for Federal Information Systems, can provide guidance.

15. Transport and treatment facilities and permanent disposal ponds shall be adequately protected against overflow, flooding, or washout as the result of a 100-year frequency flood or 100-year, 24-hour storm.

16. All disposal areas shall be on land owned or leased and controlled by the discharger.

17. Operation of collection, treatment, and disposal systems shall be in a manner that precludes public contact with wastewater.

18. Collected screenings, sludges, and other solids removed from liquid wastes shall be disposed of in a manner consistent with Part 503 in Title 40 of the Code of Federal Regulations or Section 20005 et seq. of Title 27 of the California Code of Regulations and as approved by the Executive Officer.

19. Wastewater treatment plants shall be supervised and operated by persons possessing certificates of appropriate grade pursuant to the California Water Code and Title 23 of the California Code of Regulations.

20. The discharger shall allow Central Coast Water Board and staff, or an authorized representative (including an authorized contractor acting as a representative of the Board), upon presentation of credentials and other documents as may be required by law, to:
a. Enter upon premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this order.

b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this order.

c. Inspect at reasonable times any facility, equipment (including monitoring and control equipment), practices, or operations regulated or required under this order.

d. Photograph, sample, or monitor for the purpose of showing compliance with this order any substances or parameters at any location.

21. After notice and opportunity for a hearing, this order may be terminated or modified for cause, including, but not limited to:

a. Violation of any term or condition contained in this order.

b. Obtaining this order by misrepresentation, or by failure to disclose fully all relevant facts.

c. A change in any condition or endangerment to human health or environment that requires a temporary or permanent reduction or elimination of the authorized discharge.

d. A material change in character, location, or volume of the discharge.

22. The order does not authorize commission of any act causing injury to the property of another, does not convey any property rights of any sort, does not remove liability under federal, state, or local laws, and does not guarantee a capacity right.

23. The discharger shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this order that has a reasonable likelihood of adversely affecting human health or the environment.

24. The discharger shall take all reasonable steps to minimize or correct adverse impacts on the environment resulting from noncompliance with this order.

25. Provisions of this order are severable. If any provision of the order is found invalid, the remainder of the order shall not be affected.

26. The discharger shall furnish, within a reasonable time, any information the Central Coast Water Board may request to determine compliance with this order or to determine whether cause exists for modifying or terminating this order. The discharger shall also furnish to the Board upon request copies of records required to be kept by this order.
27. Safeguards shall be provided to ensure maximal compliance with all terms and conditions of this order. Safeguards shall include preventative and contingency plans and may also include alternative power sources, stand-by generators, retention capacity, operating procedures, or other precautions. Preventative and contingency plans for controlling and minimizing the effect of accidental discharges shall:

a. Identify possible situations that could cause "upset," "overflow," "bypass," or other noncompliance. (Loading and storage areas, power outage, waste treatment unit outage, and failure of process equipment, tanks, or pipes should be considered.)

b. Evaluate the effectiveness of present facilities and procedures and describe procedures and steps to minimize or correct any adverse environmental impact resulting from noncompliance with the order.

28. Physical facilities shall be designed and constructed according to accepted engineering practice and shall be capable of full compliance with this order when properly operated and maintained. Proper operation and maintenance shall be described in an Operation and Maintenance Manual.

29. Facilities shall be accessible during the wet weather season.

30. Should additional data become available through monitoring or investigation that indicates compliance with this order is not adequately protecting groundwater, the Central Coast Water Board may review and revise this order as appropriate.

B. General Monitoring Requirements

1. Monitoring location, minimum sampling frequency, and sampling method for each parameter shall comply with the Monitoring and Reporting Program of this order. Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, entitled "Guidelines Establishing Test Procedures for Analysis of Pollutants," unless other test procedures have been specified in this order.

2. If results of monitoring a pollutant appear to violate effluent limitations based on a weekly, monthly, 30-day, or six-month period, but compliance or non-compliance cannot be validated because sampling is too infrequent, the frequency of sampling must be increased to validate the test within the next monitoring period. The increased frequency must be maintained until the Executive Officer agrees the original monitoring frequency may be resumed.

For example, if suspended solids are monitored weekly and results exceed the weekly average numerical limit in the order, monitoring of suspended solids must be increased to at least four samples every week until compliance is restored.
3. Water quality analyses performed in order to monitor compliance with this order shall be by a laboratory certified by the State Department of Public Health for the constituent(s) being analyzed.

4. Samples and measurements taken for the purpose of compliance monitoring shall be representative of the monitored activity. Samples shall be taken during periods of peak loading conditions. Influent samples shall be samples collected from the combined flows of all incoming wastes, excluding recycled wastes. Effluent samples shall be samples collected downstream of the last treatment unit and at a location and time representative of the peak pollutant load in the discharge.

5. If any parameter is monitored at locations specified in the order more frequently than required and is analyzed using approved test procedures, the results shall be included in calculations and reports.

6. All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy.

7. The discharger shall retain records of all monitoring information, including all calibration and maintenance records, all original strip chart recordings for continuous monitoring instrumentation, copies of all monitoring reports required by this order, and records of all data used to complete the application for this order for a period of at least three years from the date of the sample, measurement, report, or application. This period may be extended by request of the Board at any time. Records of monitoring information include the date, exact place, and time of sampling or measurements; the individual who performed the sampling or measurements; the date analysis was performed; the laboratory and individual who performed the analysis; the analytical techniques or methods used; and results.

C. General Reporting Requirements

1. Monitoring results shall be reported at intervals and in a manner specified in the Monitoring and Reporting Program of this order.

2. Monitoring reports shall be submitted by the last day of the month following the monitoring period (unless an alternative time is specified in the order) and shall summarize results of all monitoring performed during that period. The Central Coast Water Board may require the discharger to electronically submit Self-Monitoring Reports (SMRs) using the State Water Board’s California Integrated Water Quality System (CIWQS) (http://www.waterboards.ca.gov/ciwqs/index.html). Otherwise, the discharger shall electronically submit self-monitoring reports accompanied by the Monitoring Report Transmittal Sheet to centralcoast@waterboards.ca.gov.

3. The discharger must report any noncompliance that may endanger health or the environment to the Central Coast Water Board orally within 24 hours from the time the discharger becomes aware of the circumstances (telephone: 805-549-3147). Unless waived by the Executive Officer of the Central Coast Water Board, a written
a. Violation of a discharge prohibition.

b. Any "upset," "overflow," or 'bypass.'

c. Violation of a discharge limitation for any "hazardous substance."

4. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule shall be submitted within 14 days following each scheduled date unless otherwise specified within the order. If reporting noncompliance, the report shall include a description of the reason, a description and schedule of tasks necessary to achieve compliance, and an estimated date for achieving full compliance. A second report shall be submitted within 14 days of full compliance.

5. All instances of noncompliance not reported under paragraph numbers C.3. and C.4., above, shall be submitted along with monitoring reports. The report shall contain the information listed in paragraph C.3.

6. Reports shall be submitted in advance of any planned changes in the permitted facility or activity that may result in noncompliance.

7. The discharger shall file a report of waste discharge or secure a waiver from the Executive Officer at least 120 days before making any material change or proposed change in the character, location, or volume of the discharge.

8. An engineering report as specified by Section 60323, Chapter 3, Title 22, of the California Code of Regulations is required, and written approval of the Executive Officer must be received by the discharger and user, before reclaimed water is supplied for any uses and to any users other than those enumerated in this order.

9. Within 120 days after the discharger discovers, or is notified by the Central Coast Water Board, that monthly average daily flow will or may reach design capacity of waste treatment and/or disposal facilities within four years, the discharger shall file a written report with the Central Coast Water Board. The report shall include:

a. The best estimate of when the monthly average daily dry weather a flow rate will equal or exceed design capacity.

b. A schedule for studies, design, and other steps needed to provide additional capacity for waste treatment and/or disposal facilities before the waste flow rate equals the capacity of present units.
In addition to complying with paragraphs C.14 and C.15, the required technical report shall be prepared with public participation and reviewed, approved, and jointly submitted by all planning and building departments having jurisdiction in the area served by the waste collection, treatment, or disposal facilities.

10. The discharger shall submit reports required by this order by email to: centralcoast@waterboards.ca.gov.

11. Transfer of control or ownership of a waste discharge facility must be preceded by a notice to the Central Coast Water Board at least 30 days in advance of the proposed transfer date. The notice must include a written agreement between the existing discharger and proposed discharger containing specific date for transfer of responsibility, coverage, and liability between them. Whether an order may be transferred without modification and a public hearing is at the discretion of the Board. If order modification is necessary, transfer may be delayed 120 days after the Central Coast Water Board’s receipt of a complete Report of Waste Discharge.

12. Except for data determined to be confidential under Section 13267(b) of the California Water Code, all reports prepared in accordance with this order shall the available for public inspection at the office of the Central Coast Water Board.

13. Should the discharger discover that it failed to submit any relevant facts or that it submitted incorrect information in a report, it shall promptly submit the missing or incorrect information.

14. All reports shall be signed by one of the following:

   a. For a corporation: by a principal executive officer of at least the level of vice president.

   b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively.

   c. For a public agency: by either a principal executive officer or ranking elected official.

   d. A "duly authorized representative" of one of the above.

15. Any person signing a report makes the following certification, whether it is expressed or implied:

   I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware
that there are significant penalties of submitting false information, including the possibility of fine and imprisonment for knowing violations.

16. By January 30 of each year, the discharger shall submit an annual report to the Central Coast Water Board. The report shall contain the following:

   a. Both tabular and graphical summaries of the monitoring data obtained during the previous year. Duplicate copies of monthly reports are not necessary and do not fulfill requirements for summaries.

   b. A discussion of the previous year’s compliance record (including any and all incidents of noncompliance) and corrective actions taken, or which may be needed, to bring the discharger into full compliance.

   c. An evaluation of wastewater flows with projected flow rate increases over time and the estimated date when flows will reach facility capacity.

   d. A discussion of operator certification and a list of current operating personnel and their grades of certification.

   e. The date of the facility’s Operation and Maintenance Manual (including contingency plans as described in Provision A.27), the date the manual was last reviewed, and whether the manual is complete and valid for the current facility.

   f. A discussion of the laboratories used by the discharger to monitor compliance with effluent limits and a summary of performance relative to Section B, General Monitoring Requirements.

   g. If the facility treats industrial or domestic wastewater and there is no provision for periodic sludge monitoring in the Monitoring and Reporting Program, the report shall include a summary of sludge quantities, analyses of its chemical and moisture content, and its ultimate destination.

   h. If appropriate, the report shall also evaluate the effectiveness of the local pretreatment program using the State Water Resources Control Board’s "Guidelines for Determining the Effectiveness of Local Pretreatment Program," EPA’s “Introduction to the National Pretreatment Program” (http://www.epa.gov/npdes/pubs/pretreatment_program_intro_2011.pdf), or other applicable guidelines or standards.

   i. A summary of efforts to reduce salts and nutrients in the waste discharge, including but not limited to detailed descriptions of measures implemented by the discharger and/or participation in a basin-wide salts and nutrients management program.
j. A summary of collection system management plans, or reference report submitted under separate cover as required by this or separate sanitary sewer requirements.

k. If the facility has mercury seals, a summary of a mercury handling plan and implementation of that plan.

17. The discharger must notify the Central Coast Water Board whenever there is a substantial change in the volume or character of pollutants being introduced into the wastewater system. Notice shall include information on the quality and quantity of waste being introduced to the system and the anticipated impact of the waste upon the quantity and quality of the aggregate discharge.

18. The discharger must notify the Central Coast Water Board as soon as it knows or has reason to believe that it or an indirect discharger has begun, or expects to begin, use or manufacture of a "toxic waste" or "hazardous substance" not reported in the Report of Waste Discharge that may, directly or indirectly, discharge into the treatment and disposal system.

D. Bypasses or Upsets

1. Bypass

   a. If the discharger knows in advance of the need for a "bypass," it shall submit notice to the Executive Officer at least 10 days before the "bypass."

   b. The Central Coast Board will consider enforcement action against the discharger for "bypass;" though staff will consider the following extenuating conditions when recommending enforcement:

      i. The "bypass" was unavoidable to prevent loss of life, personal injury, or "severe property damage."

      ii. There was no feasible alternative to the "bypass," such as use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. (This condition is not satisfied if adequate back-up equipment could have been installed to prevent a "bypass" that occurred during normal periods of equipment down-time or preventive maintenance).

      iii. The discharger submitted notice to the Executive Officer as specified in paragraphs C.3. and D.1.a., above.

2. Upset

   A discharger seeking to establish the occurrence of an "upset" has the burden of proof. A discharger who wishes to establish the affirmative defense of "upset" shall
demonstrate, through properly signed, contemporaneous operating logs or other relative evidence that:

a. An "upset" occurred and the discharger can identify the specific cause(s) of the "upset."

b. The facility was at the time of the "upset" being properly operated, the discharger submitted notice of the "upset" within 24 hours, and the discharger took all reasonable steps to minimize or correct any adverse impact on the environment.

E. **Enforcement**

1. The discharger must comply with all conditions of this order. Noncompliance constitutes a violation of state law and is grounds for enforcement action or modification of the existing order.

2. Any person failing or refusing to furnish technical or monitoring program reports as required by subdivision (b) of section 13267 of the California Water Code, or falsifying any information provided therein, is guilty of a misdemeanor.

3. The discharger or any person who violates this order and who discharges waste, or causes or permits waste to be deposited where it is discharged, into waters of the state may be liable for civil and/or criminal remedies, as appropriate, pursuant to sections 13350, 13385, and 13387 of the California Water Code.

4. Upon reduction, loss, or failure of any part of the wastewater facility, the discharger shall, to the extent necessary to maintain compliance with this order, control production or all discharges, or both, until the facility is restored or an acceptable interim method of treatment or disposal is provided.

5. It shall not be a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this order.

F. **Definitions**

1. "Average" or "Mean" is the arithmetic mean of daily concentrations over the specified period in which "N" is the number of days samples were analyzed during the period and "X" is either the constituent concentration (mg/L) or flow for each sampled day. When “N” is less than four and compliance with long-term limits is not demonstrated, additional samples may be required to determine the “Average” or “Mean.”

2. "Bypass" means the diversion of waste streams around any portion of a treatment facility to the disposal area or from the treatment facility to an unauthorized location.
3. A "composite sample" is a combination of no fewer than eight individual samples obtained at equal time intervals (usually hourly) over the specified sampling (composite) period. The volume of each individual sample is proportional to the flow rate at time of sampling. The period shall be specified in the Monitoring and Reporting Program ordered by the Executive Officer.

4. "Daily Discharge" means the discharge of a pollutant measured during a calendar day or during any 24-hour period reasonably representative of the calendar day for purposes of sampling.

5. "Daily Maximum" limit means the maximum acceptable concentration or mass emission rate of a pollutant measured during a calendar day or during any 24-hour period reasonably representative of the calendar day for purposes of sampling. It is normally compared with results of "composite samples."

6. "Duly Authorized Representative" is one where:
   a. The authorization is made in writing by a person described in the signatory paragraph (C.14.a, b, or c) of this document.
   b. The authorization specifies either an individual or the occupant of a position having responsibility for the overall operation of the regulated facility, such as the plant manager.
   c. The written authorization was submitted to the Central Coast Water Board.

7. A "grab sample" is defined as any individual sample collected in less than 15 minutes. "Grab samples" shall be collected during peak loading conditions, which may or may not be during hydraulic peaks.

8. "Hazardous substance" means any substance designated as hazardous or extremely hazardous in sections 66680 or 66685 of the California Code of Regulations (Title 22, Division 4, Chapter 30, Article 9).

9. "Incompatible wastes" are wastes that meet one or more of the following conditions:
   a. Wastes that create a fire or explosion hazard in the treatment works.
   b. Wastes that will cause corrosive structural damage to treatment works, including all wastes with a pH lower than 5.0 unless the works is specifically designed to accommodate such wastes.
   c. Solid or viscous wastes in amounts that cause obstruction to flow in sewers, or that cause other interference with proper operation of treatment works.
   d. Any waste, including oxygen demanding pollutants (BOD, etc.), released in such volume or strength as to cause inhibition or disruption in the treatment
works and subsequent treatment process upset and loss of treatment efficiency.

e. Heat in amounts that inhibit or disrupt biological activity in the treatment works or that raise influent temperatures above 40°C (104°F) unless the treatment works is designed to accommodate such heat.

10. "Indirect Discharger" means a nondomestic discharger introducing pollutants into a publicly owned treatment and disposal system.

11. "Log Mean" is the geometric mean. Used for determining compliance of fecal or total coliform populations, it is calculated with the following equation:

\[
\text{Log Mean} = \left( C_1 \cdot C_2 \cdot \ldots \cdot C_N \right)^{1/N}
\]

in which "N" is the number of days samples were analyzed during the period and any "C" is the concentration of bacteria (MPN/100 mL) found on each day of sampling. To be valid, "N" must be five or more.

12. "Median" is the value below which half the samples (ranked progressively by increasing value) fall. It may be considered the middle value, or the average of two middle values. To be valid, three or more values are required.

13. "Overflow" means the intentional or unintentional diversion of flow from the collection and transport systems, including pumping facilities, and from disposal areas.

14. "Pollutant-free wastewater" means infiltration and inflow, storm waters, and cooling waters and condensates that are essentially free of pollutants.

15. "Severe property damage" means substantial physical damage to property, damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss to natural resources which can reasonably be expected to occur in the absence of a "bypass." It does not mean economic loss caused by delays in production.

16. "Sludge" means the solids, residues, and precipitates separated from, or created in, wastewater by the unit processes of a treatment system.

17. "To significantly contribute" to a waste discharge requirement violation means an "indirect discharger" does any of the following:

a. Discharges a daily pollutant loading in excess of that allowed by contract with the discharger or by state or local law.

b. Discharges wastewater that substantially differs in nature or constituents from its average discharge.
c. Discharges pollutants, either alone or in conjunction with discharges from other sources, resulting in a waste discharge requirement violation or preventing sludge use or disposal.

d. Discharges pollutants, either alone or in conjunction with pollutants from other sources, that increase the magnitude or duration of waste discharge requirement violations.

18. "Toxic waste" means any toxic and persistent waste that falls within the following categories:

a. PCBs
b. Pesticides
c. Toxic Metals
d. Cyanides
e. Halogenated Organics
f. Non-halogenated volatile organics

19. "Upset" means an exceptional incident causing noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the discharger. It does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
Construction Drawings

WASTEWATER TREATMENT PLANT MODIFICATION
CITY OF GREENFIELD
MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
Freitas + Freitas
Engineering and Planning Consultants, Inc.
9011 Soquel Drive, Suite C
Aptos, CA 95003
Phone (831) 688-1168
Fax (831) 688-1218

APPROVED BY:
Michael Ranker, P.E.
City Engineer
Terra Engineering, Inc.
820 Park Row, #582
Salinas, CA 93901-2406

LIST OF DRAWINGS
Sheet 1 - Cover Sheet
Sheet 2 - Treatment Plant Site Plan
Sheet 3 - Underground Piping Plan
Sheet 4 - New Digester Plan
Sheet 5 - New Digester Structural Plan
Sheet 6 - Bar Screen & Screenings
Sheet 7 - Bar Screen & Screenings
Sheet 8 - Existing Digester Modifications
Sheet 9 - Miscellaneous Details
Sheet 10 - Disposal Ponds
Sheet 11 - Electrical Modifications
Sheet 12 - Existing Pump Station Remote
Telemetry Installations
CITY OF GREENFIELD

AGREEMENT WITH

FOR SERVICES UP TO $25,000

THIS AGREEMENT is made and effective as of ____, 2____, between the City of Greenfield, a general law City and Municipal Corporation of the State of California ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on ____, 2____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than ____, 2____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance, if any, which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently, and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

   a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, if any, as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ Dollars ($_____ ) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on Exhibit A or Exhibit B which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

   b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed a cumulative contract total amount of $25,000. Any additional work in excess of this amount shall be approved by the City Council.
c. Consultant shall submit invoices monthly for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and
shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

8. **INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. **INSURANCE REQUIREMENTS.**

a. 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.

b. Consultant agrees to provide insurance in accordance with the requirements set forth in Exhibit C. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

10. **INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. 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 of its officers, employees or agents 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 it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing
services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. 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 person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/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, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: 
City of Greenfield
599 El Camino Real
Greenfield, California 93927
Attention: City Manager

To Consultant:

Attention:

14. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Greenfield. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONSULTANT**

By: ___________________________ Date: ____________
Title: __________________________

By: ___________________________ Date: ____________
Title: __________________________

**CITY OF GREENFIELD**

By: ___________________________ Date: ____________
Title: Department Head

By: ___________________________ Date: ____________
Title: Paul Wood
City Manager

[Two signatures of corporate officers required]
EXHIBIT A

TASKS TO BE PERFORMED
EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than $1,000,000.00 per occurrence for all coverages and $1,000,000.00 general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than $1,000,000.00 per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than $1,000,000.00 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than $1,000,000.00 per claim and in the aggregate.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are
intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best's” Insurance Guide rating of “A:VII+.” Self-insurance will not be considered to comply with these insurance specifications.

8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.

9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days’ notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.

12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.

13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.

14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.
CITY OF GREENFIELD

AGREEMENT WITH

FOR SERVICES OVER $25,000

THIS AGREEMENT, is made and effective as of _____, 2_____, between the City of Greenfield a general law City and Municipal Corporation of the State of California ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on _____, 2_____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2_____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

   a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ Dollars ($_____ for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on Exhibit A or Exhibit B which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

   b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City’s representative and Consultant at the time City’s written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or $25,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

   c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all
nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this
Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. INSURANCE REQUIREMENTS.

a. 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.

b. Consultant agrees to provide insurance in accordance with the requirements set forth in Exhibit C. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

10. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. 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 of its officers, employees or agents 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 it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
11. **LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. **RELEASE OF INFORMATION.**

   a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

   b. 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 person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/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, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

   To City:
   City of Greenfield
   599 El Camino Real
   Greenfield, California 93927
   Attention: - - - -

   To Consultant:

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only shall perform the services described in this Agreement. may use assistants, under
their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Greenfield. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONSULTANT**

<table>
<thead>
<tr>
<th>By:</th>
<th>Date</th>
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<tr>
<td>Title:</td>
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**CITY OF GREENFIELD**

<table>
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<th>Paul Wood</th>
<th>Date</th>
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<tr>
<td>City Manager</td>
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Attest:  

Rev 9/15
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<tr>
<th>By:</th>
<th>Date</th>
<th>Ann Rathbun</th>
<th>Date</th>
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<tr>
<td>Title:</td>
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<td>City Clerk</td>
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[Two signatures of corporate officers required] Approved As to Form:

<table>
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<tr>
<th>Mary Lerner</th>
<th>Date</th>
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<tr>
<td>City Attorney</td>
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