



# City of Sonora

94 N. Washington Street  
Sonora, CA 95370  
(209) 532-4541  
[sonoraca.com](http://sonoraca.com)

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## *Main Drain Field Inspection and Conditions Assessment*

This Agreement is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 2023 by and between the **CITY OF SONORA**, a municipal corporation ("City") and Dewberry, Consultant").

### RECITALS:

- A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$49,750**. In no event shall Consultant's compensation exceed \$49,750 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the

performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to

the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Sonora  
    94 N Washington Street  
    Sonora CA 95370  
    Attention: Melissa Eads, City Administrator

If to Consultant:              Dewberry Engineers Inc.  
    903 West Center Street, Suite 1  
    Manteca, CA 95337

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SONORA:**

**DEWBERRY ENGINEERS INC.**

By: \_\_\_\_\_  
**Melissa Eads,**  
**City Administrator**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Tracy Skelly**

**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Douglas White, City Attorney**

# EXHIBIT A

## SCOPE OF SERVICES

### Task 1 – Coordination of Field Inspection Services

Coordination of field inspection services by the Consultant will include the following:

- 1.1 Collection and review of available documentation to create a database related to the historic condition of the stone tunnel and storm drain pipelines.
- 1.2 Outreach to Caltrans staff to solicit available information derived from previous limited inspection efforts.
- 1.3 Preparation of a Field Inspection Plan (FIP) for review by City staff. The FIP will outline the approach and objectives for field inspection activities and preliminary criteria to be used in the subsequent condition assessment. Entry to confined spaces is not anticipated in preparation of the FIP.
- 1.4 Preparation of a Safety and Rescue Plan (SRP) by Rescue Solutions for review by the City Fire Chief.
- 1.5 Outreach to City Public Work staff to confirm assistance to be provided during field inspection activities.
- 1.6 Scheduling of Consultant team, City staff, and Caltrans personnel during field inspections.

### Task 2 – Field Inspections of Main Drain

Although manned confined space inspections are not planned as part of the Main Drain inspection, some limited personnel entry at the access points may be required to facilitate the launching/ retrieval of an inspection drone and a CCTV camera. Consistent with the approved SRP, a standby confined space rescue team will be onsite during all inspection activities. The standby confined space rescue team furnished by Rescue Solutions will consist of two rescue technicians (fire department personnel) trained as CPR/EMS first responders and certified in confined space rescues. The confined space rescue team will be equipped with ropes and hardware for anchoring and rigging retrieval lines, multi-pod Sked/Stokes litter, SCBA/supplied air, hard line communication, radios, air monitoring equipment, and ventilation fan. Additional information regarding the capabilities and qualifications of Rescue Solutions is found in Attachment 1.

Visual inspection of the stone tunnel will be accomplished by a drone piloted by HRL. The drone will enter/exit the stone tunnel at multiple access points as illustrated in Figure 2. Assistance by City forces is assumed in the removal of grates, storm drain manhole covers, inlet covers, and other obstructions that limit access to the stone tunnel. Any required right of entry to private property to access the stone tunnel will be obtained by the City. The drone camera will be monitored continuously by the drone pilot and a structures engineer



from the Consultant. As the drone inspection work progresses, Dewberry's structures engineer will direct the pilot to stop at locations of concern (structure sloughing, blockage, damage, etc.) to mark the location and take additional video of that particular location. The intent of the video feed monitoring is to form an opinion of the overall condition of the tunnel and note the locations and number of areas of concern within the tunnel to determine the overall magnitude of the existing problems. Dimensions of the areas of concern will be approximated but not physically measured. A video file of the stone tunnel inspection will be created including accompanying narration to highlight key observations and comparisons to historical information regarding the stone tunnel condition.

Field inspections of storm drain pipelines will be accomplished by 360 Pipeline Inspections using a closed-circuit television (CCTV) camera. The periphery of storm drain pipelines will be televised using a pan and tilt resolution camera with 10x optical/12x digital zoom with automatic iris, 530 lines of resolution, and one lux sensitivity to light. The camera will be attached to a six-wheel, steerable crawler with backeye camera for maneuvering past obstacles. Where sharp bends or diameters smaller than the transporter camera are encountered, a push/rod reel with high-resolution digitally zoom 3x self-leveling axial color camera with shadow-less adjustable illumination up to 12K lux with footage counter will be employed.

Flushing of storm drain pipelines by City forces is assumed prior to CCTV pipeline inspections. The CCTV inspection will be documented in an electronic, high-resolution MPEG-4 color video recording and will include image files and National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) defect coding database/report. In support of CCTV inspection activities, traffic control plans will be submitted to the City for approval with traffic control measures employed subsequently by 360 Pipeline Inspections.

The results of the field inspections will be summarized in a brief technical memorandum (TM) and submitted to City and Caltrans staff. Conclusions from the Consultant will then be shared in a post-field inspection meeting with City staff and the City Council as outlined under Task 6.2.

### **Task 3 – Condition Assessment**

Upon completion of the field inspection work, the Consultant will prepare an overall assessment of the stone tunnel. The assessment includes a location and description of each observed area of concern on a plan view map of the existing tunnel and associated pictures.

For storm drain pipelines, the condition assessment will include documentation of inspection findings, health of selected storm drain pipe and manholes using a rating system based on NASSCO PACP and Manhole Assessment Certification Program (MACP) grading system. This system will compare the Structural Defects and Operation and Maintenance Defects of each

pipe segment and then assign a rating grade. The category with the highest rating would indicate the likeliest Probability of Failure (PoF) for an asset. PoF ratings will range from Critical Condition (80%-100% PoF) to Excellent Condition (0-19% PoF).

#### **Task 4 – Development of Repair/Rehabilitation/Replacement Options**

Following completion of the condition assessment, repair/rehabilitation/replacement options will be identified as follows:

- Areas of immediate repairs needed within the stone tunnel as noted during the field investigation.
- Methods to rehabilitate/reconstruct segments of the tunnel to extend service life and improve durability.
- Segments of stone tunnel that are readily replaced with a box culvert or reinforced concrete pipe.
- Storm drain pipeline improvements including:
  - Cured-in-place pipe lining (CIPP)
  - Slip lining
  - Pipe bursting
  - Spray lining
  - Excavation and replacement

Order of magnitude projections of probable construction costs for preferred options will be developed along with suggested implementation steps. The results of Task 4 will be included in the Summary Report to be prepared under Task 5.

#### **Task 5 – Summary Report**

The results of the field inspections and condition assessment for the stone tunnel and storm drain pipelines for the Main Drain will be documented in a summary report along with an overview of alternative repair/rehabilitation/replacement options. Feedback from key stakeholders will be presented along with recommended next steps in implementing improvements to the Main Drain. A tentative outline of the Summary Report is as follows:

- Summary of Background Information
- Description of Main Drain Components
- Conclusions from Previous Inspection Efforts
- Description of Methodologies Used to Inspect Main Drain
- Results of Confined Space Inspections of Main Drain
- Summary of Condition Assessment
- Discussion of Repair/Rehabilitation/Replacement Options
- Recommended Implementation Plan

The draft Summary Report will be submitted to City staff for review and comment. A presentation to City Council highlighting the conclusions of the report is anticipated under

Task 6.4. Comments received from City staff and key stakeholders will then be incorporated into the document and a final Summary Report will be submitted to the City.

## **Task 6 – Meetings**

The following meetings are anticipated during completion of field inspection and condition assessment activities:

- 6.1 Pre-field inspection meeting: the FIP and SRP will be reviewed with City and Caltrans staff and questions answered during a virtual meeting prior to initiating the field inspection work. Based on input received during the meeting, the SIP and SRP will be revised and resubmitted to the City.
- 6.2 Post-field inspection meeting: the results of the field inspection will be shared with City and Caltrans staff along with initial conclusions regarding system condition. A briefing to City Council is anticipated in conjunction with the post-field inspection meeting.
- 6.3 Draft Summary Report review meeting: following submission of the draft summary report, a virtual meeting will be conducted with City staff to present conclusions and recommendations. Based on input received during the meeting, the draft Summary Report will be revised and resubmitted to the City.
- 6.4 Presentation of Summary Report to City Council: the Consultant will present the final summary report to City Council and respond to questions. Assistance to City staff in preparing the staff report is anticipated under this subtask.

The results of project meetings will be documented by the Consultant in meeting minutes to be submitted to City staff within one week following the meeting.

## **FEE ESTIMATE SUMMARY**

The projected fee to complete the field inspections and condition assessment is \$49,750 summarized as follows:

Task 1 – Coordination of Field Inspection Services	\$4,500
Task 2 – Field Inspections of Main Drain	\$26,500
Task 3 – Condition Assessment	\$6,000
Task 4 – Development of Repair/Rehabilitation/Replacement Options	\$3,000
Task 5 – Summary Report	\$2,500
Task 6 - Meetings	\$7,250