



## CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: September 2, 2025  
Reviewed by: NA

**SUBJECT:** Contract Award of Sanitary Sewer Master Plan Update

**REPORT BY:** Allison Carrillo, CIP Program Manager  
Devora Zauderer, Program Manager  
Mark Hurley, Public Works Director

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### **SUMMARY**

The action before the City Council is to award Contract No. C25-30 to Woodard & Curran, in the not-to-exceed amount of \$147,259.00 to develop an update to the City's Sanitary Sewer Master Plan, including evaluating capacity needs, developing a rehabilitation strategy for maintaining ongoing compliance with the Consent Decree, and establish a basis for project prioritization and budgeting over the next 10-year time horizon.

### **STAFF RECOMMENDATION**

That Council adopt Resolution No. 2025-57, authorizing the City Manager to award Contract No. C25-30 to Woodard & Curran to provide professional engineering services in the not-to-exceed amount of \$147,259.00 to develop an update to the City's Sanitary Sewer Master Plan using funds previously appropriated as part of the Annual Sewer Rehabilitation Program (CIP No. 32000).

### **BACKGROUND**

The City of Albany owns and maintains approximately 34 miles of sewer main and 14 miles of lower laterals. Sewer mains that have not yet been replaced or rehabilitated are predominantly made of vitrified clay with cement mortar joints. Most remaining clay pipes in Albany's system are over 60 years old and are in a deteriorated condition. These defects increase the risk of major structural failures and allow root intrusion to extend through the openings which increases the risk of a blockage and sewer overflows.

Older sewer systems also experience excessive amounts of wet weather sanitary flows caused by the infiltration of stormwater and groundwater into the cracked sewer pipes and aging brick manholes which would otherwise be conveyed through the storm drain system. This influx of water can overwhelm the treatment plants that clean wastewater, causing partially treated wastewater to be released into the San Francisco Bay.

In 2014, the City of Albany, along with seven other East Bay cities and agencies, entered into a Consent Decree agreement with the US Environmental Protection Agency, et. al, which requires the City of Albany to perform significant sewer rehabilitation work with an aim to reduce infiltration.

To support this requirement, the City of Albany relies on a Sanitary Sewer Master Plan (SSMP) which includes a risk-based model of the City's sewer collection system and identifies high-priority rehabilitation work along with locations of hydraulic bottlenecks for capacity improvements.

The last major update to the SSMP was developed by RMC Water & Environmental in 2015 and included a ten-year sewer rehabilitation roadmap to support compliance with the Consent Decree. Since then, the City has continued to engage with Woodard & Curran (previously RMC Water & Environmental) to perform project level modeling, including such tasks as confirming sizing for an upcoming project in the Brighton Avenue sewershed, and to evaluate future sewer needs based on zoning changes under the San Pablo Specific Plan.

Since then, recent historic wet weather events did not bear out expected capacity bottlenecks in the original SSMP model along the Marin corridor near San Pablo Avenue and there is need to ensure the calibration on the model is updated for the system as it currently operates. In preparation for this update to the SSMP in 2025, staff worked with Woodard & Curran (W&C) to develop a flow monitoring plan and deploy flow monitoring equipment in the sanitary sewer system during the 2024-25 wet weather season. This work is now complete and ready for evaluation in the SSMP update.

## **DISCUSSION**

The City now finds itself at approximately 10-years since the last SSMP update and is on track to complete the work planned in this document in short order. Recent work under the Annual Sewer Rehabilitation Program (CIP No. 32000) has successfully reduced remaining unrehabilitated pipe in the City of Albany to less than 10% of the overall system, with the remaining 10% anticipated to be rehabilitated in the next several years. The City of Albany (along with EBMUD and the other satellite agencies) also successfully met requirements set under the 2022 mid-course check-in as identified in the Consent Decree. The next Consent Decree mid-course check-in will be in 2030.

The prior Sanitary Sewer Master Plan focused on high-priority rehabilitation work consisting of renewal of clay pipe sewers where high levels of infiltration throughout the pipe segments can be expected. Since then, most of the City's remaining unrehabilitated clay pipe sewers have been renewed or are in active design/planning under the City's Annual Sewer Rehabilitation Program. However, rehabilitation work on clay pipes is only one of many milestones necessary to see out the end of the Consent Decree in 2035 and prescriptive rates of rehabilitation work continue through that time.

With substantial completion of clay pipe renewal anticipated in the near term, more meticulous planning is now needed to identify how to most efficiently continue efforts to target and reduce

infiltration while still meeting the rates of rehabilitation required by the Consent Decree. Updated flow data also needs to be incorporated into the existing sewer model to refine the accuracy of the model and evaluate potential opportunities to optimize flows within the City's sewer trunk mains located between San Pablo Avenue and I-80.

Staff requested a proposal for the noted scope, and W&C provided a proposal for engineering services in the amount of \$147,259. Engineering services included in the contract will consist of evaluating capacity needs, developing a rehabilitation strategy for maintaining ongoing compliance with the Consent Decree, and establish a basis for project prioritization and budgeting over the next 10-year time horizon.

Staff has reviewed the proposal and finds the costs to be highly competitive with other firms offering this service – markedly so considering the additional cost and time efforts to familiarize any potential new consultants with the City of Albany sewer collection system, the Consent Decree, EBMUD interceptor system, and the existing City of Albany sewer model. Per AMC §13-20, sole-source awards may be conducted when “strict compliance with competitive selection or bidding requirements would be unavailing, or would not produce an advantage, or would be undesirable, impractical, or impossible.” W&C has been actively engaged in ongoing updates and analysis of the City's sewer model and has demonstrated robust historical and ongoing knowledge of the City's sewer system which will be critical to the efficient and timely delivery of the proposed SSMP update.

Furthermore, consultant staff assigned to this project at W&C are familiar with the City of Albany's sewer system, having been involved in various activities related to the City sewer model as far back as the mid-1980s and have previously assisted EBMUD with modeling and flow monitoring of the downstream interceptor system that receives flow from the City of Albany. W&C also continues to provide ongoing engineering consultation for many of the other satellite agencies party to the Consent Decree, including the City of Albany.

## **SUSTAINABILITY CONSIDERATIONS**

The rehabilitation of sanitary sewer mains and laterals prevents sanitary sewer overflows (SSOs). SSOs can reach storm drains, creeks, and the San Francisco Bay, causing unhealthy bacteria and pollutant levels. Taking measured and meaningful action to rehabilitate the City's public sanitary sewer system and thereby preventing SSOs is a requirement of the EPA (Environmental Protection Agency) Consent Decree. This is also in line with the City's 2035 General Plan goals regarding protecting both environmentally sensitive areas and the Bay Area's water resources at large.

## **CITY COUNCIL STRATEGIC PLAN INITIATIVES**

The City's Sanitary Sewer Master Plan (SSMP) serves as one of the ongoing management & capital renewal plans for the City of Albany and supports Goal 3 and Goal 6 of the City Council's Strategic Plan.

**Goal 3: Promote Streets that Support Safety, Transportation, and Mobility Options**

Timely rehabilitation of sewer systems reduces the risk of overflows within the City of Albany system, thereby decreasing the risk of local releases of sewage onto streets and sidewalks used for transportation. Timely rehabilitation reduces hazards to vehicular and pedestrian traffic by reducing subsurface deterioration of the City's pavement.

**Goal 6: Increase Public Health, Safety, and Resiliency**

The SSMP develops projects that are intended to reduce infiltration and inflow into the City's sewer system which can overwhelm downstream treatment plants that clean wastewater before release into the San Francisco Bay.

**FINANCIAL CONSIDERATIONS**

The Project is funded as part of the City's Annual Sewer Rehabilitation Program (CIP No. 32000). The current budget for this Program was approved by Council as part of the City's Capital Improvement Program in July 2025 (Resolution No. 2025-52).

The expenditures for the Project are estimated as follows:

Project Expenditure	Cost
2025 Sanitary Sewer Master Plan Update (C25-35)	\$ 147,259
<b>Total Expenditures (Estimated)</b>	<b>\$ 147,259</b>

As of August 25, 2025, approximately \$1.07 million of the \$10.5 million Annual Sewer Rehabilitation Program budget for FY25-FY27 has been expended or encumbered into active contracts. The contract recommended for award in this report is within the current appropriations and no adjustments are needed at this time.

**Attachments**

1. Resolution No. 2025-57
2. Contract No. C25-30

## **RESOLUTION NO. 2025-57**

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO AWARD CONTRACT NO. C25-30  
TO WOODARD & CURRAN TO DEVELOP AN UPDATE TO  
THE CITY'S SANITARY SEWER MASTER PLAN**

**WHEREAS**, the City of Albany is required by US EPA (Environmental Protection Agency) Consent Decree to rehabilitate its aging sanitary sewer system; and

**WHEREAS**, the City of Albany relies on a Sanitary Sewer Master Plan (SSMP) which includes a risk-based model of the City's sewer collection system and identifies high-priority rehabilitation work along with locations of hydraulic bottlenecks for capacity improvements; and

**WHEREAS**, the last major update to the SSMP was developed by RMC Water & Environmental in 2015 and the City is on track to complete the work planned in this document in short order; and

**WHEREAS**, recent work under the Annual Sewer Rehabilitation Program (CIP No. 32000) has successfully reduced remaining un-rehabilitated pipe in the City of Albany to less than 10% of the overall system; and

**WHEREAS**, the prior Sanitary Sewer Master Plan focused on high-priority rehabilitation work consisting of renewal of clay pipe sewers with high levels of infiltration throughout the pipe segments; and

**WHEREAS**, most of the City's remaining unrehabilitated clay pipe sewers have been renewed or are in active design/planning under the City's Annual Sewer Rehabilitation Program; and

**WHEREAS**, more meticulous planning is now needed to identify more efficient strategies for targeting reductions in infiltration and maintaining compliance with Consent Decree requirements through an update to the City's Sanitary Sewer Master Plan; and

**WHEREAS**, Woodard & Curran, who have expertise in the City's infrastructure, provided a proposal for engineering services in the amount of \$147,259.00 to develop an update to the Sanitary Sewer Master Plan, which staff has determined is cost-competitive and supports the City's needs.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby authorizes the City Manager to award Contract No. C25-30 to Woodard & Curran to provide professional engineering services in the not-to-exceed amount of \$147,259.00 to develop an update to the City's Sanitary Sewer Master Plan using funds previously appropriated as part of the Annual Sewer Rehabilitation Program (CIP No. 32000).

ROBIN D. LÓPEZ, MAYOR

**CONTRACT #C25-30  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF ALBANY AND  
WOODARD & CURRAN**

**FOR PROJECT:**

**2025 SANITARY SEWER MASTER PLAN UPDATE**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and among the City of Albany a California charter city ("CITY") and Woodard & Curran, Inc. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of 1 year from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SCOPE OF SERVICES.**

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

**SECTION 3. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

## **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed \$147,259.00 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by

CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

## **SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority

is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

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

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

## **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times perform all services described herein consistent with the industry standard of care. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

## **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.**

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

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

## **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

## **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

## **SECTION 13. CONFLICTS OF INTEREST.**

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

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

## **SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such

information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

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

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

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

## **SECTION 15. INDEMNIFICATION.**

(a) To the fullest extent permitted by law, CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's negligent performance of or willful misconduct in the

performance of any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT except CLAIMS caused by the sole negligence or willful misconduct of INDEMNITEES.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall, except for professional liability claims, which shall be subject to Subsection (c) below, defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault. The parties agree that CONSULTANT is a design professional as stated in Civil Code section 2782.8.

## **SECTION 16. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

## **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under

this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

## **SECTION 18. CONTINUITY OF PERSONNEL.**

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

## **SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

## **SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating

CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

## **SECTION 21. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

## SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

## SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer  
City Manager  
City of Albany  
1000 San Pablo Avenue  
Albany, CA 94706

To CONSULTANT: Gisa Ju  
Project Manager  
Woodard & Curran, Inc.  
2175 N. California Blvd., Suite 810  
Walnut Creek, CA 94596

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

## **SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

## **SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

## **SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **SECTION 27. WAIVER**

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

## **SECTION 28. LAW TO GOVERN; VENUE.**

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

## **SECTION 29. CLAIMS.**

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed

by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

### **SECTION 30. W-9 FORM**

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

### **SECTION 31. ENTIRE AGREEMENT.**

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

### **SECTION 32. SEVERABILITY.**

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

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

#### **CITY OF ALBANY:**

By \_\_\_\_\_  
Nicole Almaguer, City Manager  
Date \_\_\_\_\_

#### **CONSULTANT:**

By \_\_\_\_\_  
*Gisa Ju*  
(Authorized Officer)  
Name: Gisa Ju  
Title: Vice President

By \_\_\_\_\_  
(Authorized Officer)

**APPROVED AS TO FORM:**

Malathy Subramanian, City Attorney

Date \_\_\_\_\_

Name: David Richardson  
Title: Vice President

City of Albany Business License

BL# \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**ATTEST:**

Anne Hsu, City Clerk

Date \_\_\_\_\_

**CITY OF ALBANY  
SEWER MASTER PLAN UPDATE**

**SCOPE OF SERVICES**

This exhibit describes Woodard & Curran's scope of services for updating the City of Albany's 2014 Sewer Master Plan. The purpose of the Sewer Master Plan Update is to develop a comprehensive Capital Improvement Program (CIP) for the City's sanitary sewer system that will address sewer repair, rehabilitation, replacement and capacity improvement needs and provide information for the City's next sewer rate study. The Sewer Master Plan Update will build upon the programs and tools that the City already has in place for management of its sewer system assets, including those developed for the 2014 Master Plan. Many of these programs and tools were developed specifically to comply with the City's Consent Decree with the U.S. EPA and the State Water Resources Control Board (SWRCB). The programs and tools also support the City's compliance with the 2022 Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, specifically Sewer System Management Plan (SSMP) Element 8, System Evaluation, Capacity Assurance and Capital Improvements.

The primary objectives of the Sewer Master Plan Update are to:

- Confirm that the system has adequate capacity to handle peak wet weather flows
- Meet the rehabilitation and replacement targets of the Consent Decree
- Satisfy the requirements of the SSMP
- Establish a firm basis for project priorities and budgets in the City's 10-year CIP

The City has developed a significant amount of data and tools to support the Sewer Master Plan Update efforts. These data and tools will be used to prepare the Sewer Master Plan Update, and include:

- An InfoWorks ICM hydraulic model of the trunk sewers in the system, which is currently calibrated to previous flow monitoring data.
- A Geographic Information System (GIS) mapping and inventory system that contains information on all manholes and pipes in the collection system, including diameters, rim and invert elevations, pipe material, and year of construction or rehabilitation.
- A computerized maintenance management system (CMMS) that is in sync with GIS and contains maintenance and inspection schedules and history (cleaning results, manhole inspections, rehabilitation work, etc.) for all system assets, including laterals.
- A closed-circuit television (CCTV) inspection database (ITpipes) and associated video and image files for sewer main inspections conducted in the past six years (approximately 60% of the system).
- A Priority Pipe Rating Model that assigns a risk score to each pipe based on probability and consequences of failure factors, and when combined with a condition score based on CCTV results, provides a means of prioritizing pipes for rehabilitation and replacement.

## **Scope of Work**

The following tasks comprise Woodard & Curran's proposed scope of work for the Sewer Master Plan Update. Each task description also includes a list of anticipated deliverables for the task. All deliverables will be provided electronically unless indicated otherwise. City's comments on draft deliverables will be incorporated into the final Sewer Master Plan Update report.

### **Task 1 – Review Existing Information**

Woodard & Curran will prepare an initial request list of data and information that may be relevant to updating the Sewer Master Plan. This list will be prepared prior to the project kickoff meeting for discussion at the meeting. The information may include:

- Current Sewer System Management Plan (SSMP)
- Tabulations of previous repair, rehabilitation, and replacement work completed
- Current GIS, CCTV, and CMMS databases and Priority Pipe Rating Model
- Latest County tax assessor's database that includes parcel use information
- EBMUD flow and rainfall monitoring data for 2024/2025 winter season for Albany sites
- Plans and bid tabulations for previous or ongoing sewer improvement projects
- Current Capital Improvement Plan (CIP) and budget

Woodard & Curran will review the data to assess the type and completeness of the information available for updating the Sewer Master Plan. For data that are not available but critical for the study, Woodard & Curran will recommend an approach for obtaining the information or making use of existing data and will discuss this approach with the City.

*Deliverables: List of information needs.*

### **Task 2 – Update Hydraulic Model and Conduct Capacity Assessment**

**Subtask 2.1 – Update and Calibrate Model.** Woodard & Curran will update the modeled network based on significant changes to the sewer system, as identified by the City, since the last model update. Woodard & Curran will also identify specific locations (e.g., critical diversion structures) that may require verification by the City of pipe sizes or material, invert elevations (or depths), or structure configurations and dimensions. Woodard & Curran will use InfoWorks ICM tools to conduct basic validation of the model network. Note that only the portions of the City's system discharging to the EBMUD interceptor at Cerrito Creek and in the vicinity of Buchanan Avenue will be addressed in the capacity assessment.

Base wastewater flow loads will not be updated for the Master Plan Update unless dry weather model calibration indicates significant discrepancies between model-predicted flows and observed flows. In these cases, global adjustments in base wastewater flow loads may be made to bring the model into better calibration. The City will also identify any additional parcels with significant potential future development or redevelopment beyond that previously included in the model. Additional flows from future growth will be calculated using standard unit flow

factors commonly used by the City or similar agencies for residential and non-residential development.

Hydraulic model calibration involves comparing model results to flow monitoring data and adjusting model to best reflect actual flows in the system under both dry and wet weather conditions. Woodard & Curran will update the calibration of the Albany model based on data from the City's 2025 flow monitoring program (conducted by Krajewski Flow Monitoring Solutions under contract to Woodard & Curran), as well as data from flow meters and rain gauges installed by EBMUD in Albany during the recent wet weather season. If available and deemed warranted to improve model calibration, Woodard & Curran may use gauge-adjusted radar rainfall (GARR) data obtained by EBMUD. The City will facilitate obtaining the EBMUD flow and rainfall data.

**Subtask 2.2 – Perform Flow and Capacity Assessment.** Woodard & Curran will use the calibrated hydraulic model to assess the flows and capacity in the system. The assessment will be based on the EBMUD 5-year design storm, and model runs will be made reflecting both a free outfall at the EBMUD interceptor (in order to evaluate the true capacity requirements of Albany's trunk sewers) as well as the anticipated future interceptor hydraulic gradeline in the interceptor (to evaluate the potential impact of the flow level in the EBMUD interceptor on Albany's system). In conjunction with City staff, Woodard & Curran will confirm the criteria for capacity evaluation, specifically the degree of surcharge or minimum freeboard (depth of water level below manhole rims) that would be considered acceptable under a design storm peak wet weather flow condition. Based on the model runs and these capacity evaluation criteria, Woodard & Curran will identify any portions of the system with predicted capacity deficiencies, considering potential additional reductions in I/I due to anticipated future sewer rehabilitation through the end of the Consent Decree period. The model will also be used to characterize sewershed I/I flows in terms of wet weather peaking factors and/or peak rainfall-dependent I/I (RDI/I) per foot of pipe or other similar parameters for potential use as a factor in prioritizing areas for sewer rehabilitation.

If the capacity assessment identifies areas with insufficient capacity to convey 5-year design storm peak flows, Woodard & Curran will recommend improvements to provide adequate capacity. It is anticipated that these improvements, if needed, would be primarily replacement of existing sewers with larger pipes or, if feasible, diversion of flows to other sewers with excess capacity. The capacity improvements will be included in the 10-year CIP developed under Task 4.

*Deliverables: Hydraulic model results exported to GIS; thematic maps and model hydraulic profiles showing capacity deficiencies; maps and tables showing relative I/I contributions from sewersheds; descriptions of recommended capacity improvement projects.*

## **Task 3 – Perform Condition Assessment and Develop Rehabilitation/Replacement Recommendations**

This task involves assessing the condition of the existing sewer system and development of a recommended program for sewer rehabilitation and replacement (R/R).

**Subtask 3.1 - Review CCTV Inspection Data.** Woodard & Curran will review the CCTV inspection database compiled by the City for the CCTV inspections conducted to date. It is assumed that the City will provide the CCTV data to Woodard & Curran in a PACP formatted export database. Woodard & Curran understands that about 60 percent of the pipes in the system have been inspected over the past six years. Woodard & Curran will link the CCTV data to GIS based on pipe segment and sewer manhole IDs and identify any inspections that cannot be linked for resolution by the City. Woodard & Curran will also identify any inconsistencies between GIS and CCTV data in key fields, such as pipe length, diameter, and material, so that City can confirm which data is most accurate. If provided by the City, Woodard & Curran will incorporate a limited number of corrections to the data into the pipe condition assessment. If corrections are significant, City will provide updated GIS and/or CCTV databases with the corrections incorporated.

**Subtask 3.2 – Review Methodology and Perform Condition/Risk Assessment.** Woodard & Curran will review the condition and risk assessment methodology used for the City's previous Priority Pipe Rating Model and consult with the City to determine whether the results are adequately prioritizing sewer pipeline segments for rehabilitation or replacement. Based on the results of this review, Woodard & Curran may propose modifications to the risk scoring methodology, if appropriate and considered necessary by City.

It is anticipated that Woodard & Curran will use alternative software for the condition and risk assessment for the Master Plan Update, such as Autodesk's InfoAsset Planner. Woodard & Curran will implement any modifications to risk scoring or weighting, if agreed upon by the City. Woodard & Curran will not implement enhancements involving new sources of data. Woodard & Curran will apply the risk model to assign a condition and risk grade to each inspected pipeline segment and also utilize the sewer pipeline segment risk scores to calculate a length weighted risk score for the previously defined "mini-basins". Sewers without recent CCTV data will be assigned risk scores based on sewer attributes (e.g., pipe age and material and/or previous repairs or rehabilitation).

**Subtask 3.3- Develop R/R Recommendations.** Using the results of the condition/risk analysis, Woodard & Curran will develop a rehabilitation decision process that can be applied in the condition assessment software to identify, on a preliminary basis, the proposed action for each pipe segment, which may include spot repair, rehabilitation (e.g., lining), replacement, or no action (continued preventive maintenance). Woodard & Curran will solicit input from the City on the decision process, and then apply the process to the City's data. Based on these results, Woodard & Curran will develop a 10-year plan for sewer rehabilitation and replacement. The 10-Year sewer rehabilitation plan will identify specific segments and/or mini-basins recommended for sewer repair, rehabilitation, or replacement along with recommended

priorities for the work. Woodard & Curran will create maps displaying condition and risk ratings of inspections sewers and sewer R/R recommendations and priorities.

The recommended R/R program will be incorporated into the Capital Improvement Program developed under Task 4.

*Deliverables: Maps and lists of pipes showing condition ratings, risk scores, and R/R recommendations*

#### **Task 4 – Develop Capital Improvement Program**

Based on the results of Tasks 2 and 3, Woodard & Curran will develop a 10-year Capital Improvement Program (CIP) for recommended capacity improvements (if needed) and sewer R/R. Costs for recommended improvements will be based on City's historical costs for sewer projects, as well as data from other similar agencies compiled by Woodard & Curran. Woodard & Curran will compare the estimated cost of the proposed CIP to the City's current sewer replacement rate and associated annual budgets.

*Deliverables: Project descriptions, costs, and schedule for 10-year CIP (incorporated into Sewer Master Plan report).*

#### **Task 5 – Prepare Sewer Master Plan Update Report**

Woodard & Curran will prepare a draft Sewer Master Plan Update report summarizing the results of the study and presenting the 10-year CIP. The report will also include appendices containing flow monitoring graphs, modeling results (e.g., hydraulic gradeline plots), and tabulation of sewer pipe condition ratings, risk scores, and R/R recommendations. City staff comments will be incorporated into the final report. The report will also include an Executive Summary suitable for inclusion in Council or management reports or submittals to regulatory agencies.

*Deliverables: Electronic files of draft Sewer Master Plan report; X hard copies (?) and electronic files of final Sewer Master Plan report; memo with recommendations for revisions to other documents.*

#### **Task 6 – Project Management, Coordination, and Quality Assurance/Quality Control**

Woodard & Curran will monitor project budget and schedule and communicate with the City on a regular basis through telephone, email, and meetings. The budget for this task assumes an approximate 9-month project duration and four (4) meetings including a kickoff meeting. Woodard & Curran will provide monthly progress reports summarizing work performed during the preceding month and planned for the following month, schedule and budget status, and key decisions and issues requiring resolution. Woodard & Curran will also hold an internal Senior Technical Approach Review (STAR) workshop (part of Woodard & Curran's internal QA/QC program) at the start of the project. Deliverables review and checking are included under respective tasks.

*Deliverables: Monthly invoices and progress reports; meeting/teleconference agenda and minutes.*



## City of Albany - Sewer Master Plan Update

## Fee Estimate

Tasks	Woodard & Curran Labor							Total W&C Hours	Total Labor Costs (1)	Total Estimated Fee
	Project Manager	Technical Manager	Technical Review	Engineering Support	Engineering Support	Engineering Supoort	Project Assistant/Accountant			
Billing Classification>>	Gisa Ju	Cathy Greenman	Chris van Lienden	Nathan Hanson	Staff Engineer	Staff Engineer				
2025 Rates>>	SDL	STM	STM	PE2	E3	E1	PA			
	\$365	\$355	\$355	\$295	\$265	\$215	\$155			
<b>Task 1: Reivew Existing Information</b>										
Data Collection and Review		4		4	4	4		16	\$4,520	\$4,520
Subtotal Task 1:	0	4	0	4	4	4	0	16	\$4,520	\$4,520
<b>Task 2: Update Model &amp; Conduct Capacity Assessment</b>										
2.1 Update and Calibrate Model	2	48	4			16		70	\$23,535	\$23,535
2.2 Perform Flow & Capacity Assessment	4	32				16		52	\$16,260	\$16,260
Subtotal Task 2:	6	80	4	0	0	32	0	122	\$39,795	\$39,795
<b>Task 3: Condition Assessment and R/R Recommendations</b>										
3.1 Review CCTV Inspection Data	2			8	8			18	\$5,210	\$5,210
3.2 Review Methodology & Condition/Risk Assessment	4			16	40			60	\$16,780	\$16,780
3.3 Develop R/R Recommendations	8		2	16	40			66	\$18,950	\$18,950
Subtotal Task 3:	14	0	2	40	88	0	0	144	\$40,940	\$40,940
<b>Task 4: Develop Capital Improvement Program</b>										
Develop 10-year CIP	24	4	2	8	24	8		70	\$21,330	\$21,330
Subtotal Task 4:	24	4	2	8	24	8	0	70	\$21,330	\$21,330
<b>Task 5: Prepare Sewer Master PlanUPdate Report</b>										
Prepare Draft Report	16	8	4	4	16	24	4	76	\$21,300	\$21,300
Prepare Final Report	2	4		2	4	4	2	18	\$5,169	\$5,169
Subtotal Task 5:	18	12	4	6	20	28	6	94	\$26,469	\$26,469
<b>Task 6: Project Management &amp; Coordination</b>										
Project Administration	12						12	24	\$6,240	\$6,240
Progress Meetings and Communication	8	6		4				18	\$6,230	\$6,230
Quality Assurance/Quality Control (STAR Workshop)	2	1	1	1				5	\$1,735	\$1,735
Subtotal Task 6:	22	7	1	5	0	0	12	47	\$14,205	\$14,205
<b>TOTAL</b>	<b>84</b>	<b>107</b>	<b>13</b>	<b>63</b>	<b>136</b>	<b>72</b>	<b>18</b>	<b>493</b>	<b>147,259</b>	<b>147,259</b>

1. The individual hourly rates include salary, overhead and profit, based on W&C standard rates at the time the work is performed. W&C reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/11/2025

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

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

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greylng COI Specialist
	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): 770.756.6599
INSURED Woodard & Curran, Inc. 12 Mountfort Street Portland, ME 04101	E-MAIL ADDRESS: greylngcerts@greylng.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Casualty Company 20443
	INSURER B: The Continental Insurance Company 35289
	INSURER C: National Union Fire Ins Co of Pittsburg 19445
	INSURER D: New Hampshire Insurance Company 23841
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 55451495

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL3960965	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
C	AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4629109	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  X EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			7063893898	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000	
							AGGREGATE	\$ 1,000,000	
								\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/>	N / A	WC13711874 (AOS) WC13711873 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE	OTHE-	
							E.L. EACH ACCIDENT	\$ 2,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	
A	Professional Liability incl. Pollution			AEH114135520	2/23/2025	2/23/2026	Per Claim Aggregate	2,000,000 2,000,000	

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

Contract #C25-30: 2025 Sanitary Sewer Master Plan Update

The City of Albany and its officers, officials, employees, and agents are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Professional liability Retroactive Date: Full Prior Acts.

## CERTIFICATE HOLDER

## CANCELLATION

City of Albany 1000 San Pablo Avenue Albany CA 94706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2025  
forms a part of Policy No. CA4629109  
issued to Woodard & Curran, Inc.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**EARLY NOTICE OF CANCELLATION PROVIDED BY US**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM  
GARAGE COVERAGE FORM

**COMMON POLICY CONDITIONS, A. - Cancellation, 2.** is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. TEN (10)\* days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. SIXTY (60)\* days before the effective date of cancellation if we cancel for any other reason.

\* The notice period provided shall not be less than that required by applicable state law(s).



\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025  
forms a part of Policy No. CA4629109  
issued to Woodard & Curran, Inc.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

## ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

#### ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured**, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



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AUTHORIZED REPRESENTATIVE