



City of St. Helena
Regular City Council Meeting
Tuesday, August 8, 2017 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of three minutes.

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: Paul Dohring, Geoff Ellsworth and Mary Koberstein
4. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.
6. CONSENT ITEMS
Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
 - 6.1. Consideration and proposed approval of a resolution authorizing the City Manager to enter into an agreement with Britton Tree Services for tree pruning at Lyman Park, Main Street and Stonebridge Park for an amount not to exceed \$38,240.

7 - 28

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Jennifer Tuell, Water Conservation Coordinator

Recommendation: Adopt

[Staff Report](#)

- 6.2. Ratification of a Construction Contract with Gregory Equipment Inc. for an Emergency Repair and Upgrade to the Levee at the Wastewater Treatment Plant in an Amount Not to Exceed \$75,755; Approval of a Resolution Authorizing the City Manager to Execute the Contract 29 - 115

CEQA Determination: • This work will be conducted under a Statutory Exemption identified under Sections(s) 15269, 15282 and 15284 of the California Environmental Quality Act

Prepared By: Allison Mattioli, Management Analyst

Recommendation: Adopt

[Staff Report](#)

- 6.3. Consideration and proposed approval of a resolution authorizing the St. Helena High School annual homecoming parade on Main Street and authorizing City staff to assist with traffic control before, during, and after the parade. 117 - 127

CEQA Determination: Categorically exempt from CEQA, Sections 15323, 15061

Prepared By: Chrissy Cook, Administrative Assistant

Recommendation: Adopt

[Staff Report](#)

7. PUBLIC HEARINGS
None

8. NEW BUSINESS

- 8.1. Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2017/2018 to 2021/2022) and authorization of budget transfers 129 - 207

CEQA Determination: Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer, Jennifer Tuell, Water Conservation Coordinator

Recommendation: Adopt

[Staff Report](#)

- 8.2. Review and direction on a request from Our Town St Helena to use Affordable Housing Trust Fund monies to cover the Development Impact Fees for the approved 8-unit affordable housing project located at 684 McCorkle (aka Brenkle Court) for a not to exceed total of \$320,000. 209 - 220

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with

certainty that the proposed action will have no impact on the environment.

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation: Provide direction

[Staff Report](#)

- 8.3. Council Discussion and Direction on Disclosing Water and Wastewater Customer's Usage Data Pursuant To The California Public Records Act 221 - 223

CEQA Determination: Not a CEQA project

Prepared By: Jennifer Tuell, Water Conservation Coordinator

Recommendation: Provide direction

[Staff Report](#)

- 8.4. Consideration to designate one member of the St. Helena City Council as the 2017 League of California Cities Annual Conference voting delegate and designate two alternate voting delegates 225 - 230

CEQA Determination: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Recommendation: Provide direction

[Staff Report](#)

- 8.5. City Council to review two proposed resolutions for consideration at the League of California Cities Annual Conference and provide voting direction to the voting delegate and alternate voting delegates 231 - 268

CEQA Determination: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Recommendation: Provide direction

[Staff Report](#)

- 8.6. City Council requested standing items:
a. Adams Street - Receive oral report by staff

b. Waste Water Treatment Plant Upgrade Status: Oral report by staff

9. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

- 9.1. 4th Qtr Finance Update - Finance Department
Napa Housing Authority Annual Housing Services Report - Planning Department
Napa Housing Authority Services Agreement - Planning Department
Measure A Amendment - Finance Department
Youth Diversion program contract - Police Department
Finance Policy and Procedures update - Finance Department

10. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 22, 2017, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on August 3, 2017.



Cindy Black, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main

Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the City Manager to enter into an agreement with Britton Tree Services for tree pruning at Lyman Park, Main Street and Stonebridge Park for an amount not to exceed \$38,240.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Jennifer Tuell, Water Conservation Coordinator

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark Prestwich, City Manager

BACKGROUND

On June 6, 2017, the City of St. Helena requested bids for the 2017/2018 pruning program. The City stated that pruning objectives would include a reduction in hazards as well as maintenance pruning. Specifically, the City requested pricing on:

- Deadwood removal on all branches one inch and larger
- Canopy reduction to reduce weight and windsail
- All pruning cuts conform to ANSI A300 standards
- 48-hour notice before any work can begin to allow for any noticing and arrange for any closures if needed

Consultants were asked to bid separately on each one of four locations including:

1. Main Street, between Pine and Sulphur Creek Bridge, targeted start date July 15, 2017, to be completed in 2017. Provide written report of all hazards. All trees should be pruned to eliminate building conflicts.
2. Lyman Park, 1498 Main St, targeted start date November 15, 2017, completion February 15, 2018. Provide written report of all hazards. Perform root collar inspections.

3. Hunts Grove Park, 857 Hunts Avenue, targeted start date July 15, 2017, completion date April 13, 2018. Provide written report of all hazards. Perform root collar inspections. Optional removal, bid separately.
4. Stonebridge Park, 222 Pope, start date targeted July 15, 2017 completion date April 13, 2018. Provide written report of all hazards. Perform root collar inspections.

DISCUSSION

Regular tree pruning is critical for the structural integrity and health of the tree. Maintaining the tree's structure helps to mitigate the risk of broken limbs and falling branches. The bid packet was sent to four tree service companies, two of which declined to bid. The table below show the prices for each of the four areas that the City has requested pruning. The sections highlighted in green indicated the low bidder.

	Britton Tree Services	Pacific Tree Care	Davey Tree	Joe Branum
Main Street	\$17,280.00	Decline to Bid	Decline to Bid	Decline to Bid
Lyman Park	\$12,330.00	\$17,280.00	Decline to Bid	Decline to Bid
Hunts Grove Park	\$8,640.00	\$5,040.00	Decline to Bid	Decline to Bid
Stonebridge Park	\$8,820.00	\$10,260.00	Decline to Bid	Decline to Bid

Staff is recommending a contract with Britton Tree Services in the amount of \$38,240 and an additional contract with Pacific Tree Care in the amount of \$5,040. The agreement with Pacific Tree Care does not require Council approval, per the City's Purchasing Policy. The total cost of tree pruning at Lyman Park, Main Street, Hunts Grove Park and Stonebridge Park is \$43,470.

FISCAL IMPACT

The total amount for the contract is \$38,240. The FY 2017/18 budget (283-5026-2145) currently has \$35,460 available leaving a shortage of \$2,780. Staff is requesting a budget adjustment of \$2,780 to cover this shortfall from account 283. Funds are available for this budget adjustment from funds not used in FY 2016/17.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution authorizing the City Manager to enter into the agreement with Britton Tree Services for tree pruning at Lyman Park, Main Street, and Stonebridge Park in the amount of \$38,240.

ATTACHMENTS

[PSA - Britton - Lyman, Main and Stonebridge](#)
[Reso Britton Tree Services V3](#)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the City of St. Helena, located in the County of Napa, State of California (City), Britton Tree Services (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as:

- i. **Lyman Park** tree pruning located at 1498 Main St, work to be completed by February 15, 2018, Consultant shall provide a written report of all hazards and perform root collar inspections;
- ii. **Main Street** tree pruning located between Pine and Sulphur Creek Bridge, work to be completed in 2017, Consultant shall provide a written report of all hazards and all trees should be pruned to eliminate building conflicts; and
- iii. **Stonebridge Park** tree pruning located at 222 Pope, work to be completed by April 13, 2018, Consultant shall provide a written report of all hazards and all trees should be pruned to eliminate building conflicts.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total

compensation shall not exceed \$38,430.00 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.
- D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
 2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or

volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have

first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

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PSA Template 041617

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Britton Tree Services
PO Box 424
St. Helena, CA 94574
Joseph T. Borden
707-963-7578

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award

of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney

Exhibit A
“Scope of Services”

LYMAN PARK				
TREE #	SPECIES	LOCATION	DBH	PRUNE
1	ELM	N ENTRANCE ON R BY DUMPSTER	19"	LIGHTEN, CANOPY REDUCTION TO REDUCE WINDSAIL
2	LIVE OAK	TO L OF N ENTRANCE BEHIND BENCHES	15"	PRUNE FOR STRUCTURE
3	REDWOOD	STAND ALONE IN PARKING LOT	30"	ROOT COLLAR INSPECTION, DEAD WOOD 1" OR LARGER
4	ELM	MIDDLE ON E SIDE OF PROPERTY ON RAILROAD AV	34"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
5	ELM	SE CORNER	27"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
6	ELM	JUST OUTSIDE OF FENCED PLANYGROUND AREA	32"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
7	ELM	S OF GAZEBO S SIDE OF PARK	25"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
8	ELM	R OF #7 TREE	38"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
9	PINE	BY LIGHTPOLE S OF GAZEBO	33"	RAISE CANOPY TO 14' CLEARANCE, DEAD WOOD
10	PINE	TREE W OF #9	29"	RAISE CANOPY TO 14' CLEARANCE, DEAD WOOD
11	REDWOOD	TREE W OF #10	41"	DEAD WOOD 1" OR LARGER
12	LIQUID AMBER	S W BACK CORNER	15"	RAISE CANOPY, CANOPY REDUCTION TO REDUCE WINDSAIL
13	INSENCE CEDAR	W SIDE MIDDLE ON 29	56"	RAISE LOWER LIMBS, CANOPY REDUCTION TO REDUCE WINDSAIL
14	PINE	N SIDE EVEN WITH CITY HALL SIDE DOOR	46"	REMOVE OLD CRACKED LIMBS, CHECK CABELING
15	PINE	1 TREE E OF #14	31"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING

16	PINE	N SIDE OF GAZEBO	37"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING
17	PINE	S OF #16	17"	DEAD WOOD 1" OR LARGER, CANOPY REDUCTION TO REDUCE WINDSAIL, CROWN CLEANING

<u>Main St</u>					
PINE					
	<u>TREE#</u>	<u>SPECIES</u>	<u>ADDRESS</u>	<u>DBH</u>	<u>PRUNE</u>
	1	RAYWOOD ASH	1485	13"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	2	RAYWOOD ASH	1475	15"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	3	RAYWOOD ASH	1475	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	4	RAYWOOD ASH	1451	17"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	5	RAYWOOD ASH	1407	9.5"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
ADAMS					
	6	RAYWOOD ASH	1381	19"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	7	RAYWOOD ASH	1375	4"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	8	RAYWOOD ASH	1371	4"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	9	RAYWOOD ASH	1367	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	10	RAYWOOD ASH	1359	14"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	11	RAYWOOD ASH	1357	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

12	RAYWOOD ASH	1351	10.5"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
13	RAYWOOD ASH	1343	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
14	RAYWOOD ASH	1339	14"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
15	RAYWOOD ASH	1327	17"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
16	RAYWOOD ASH	1317	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
17	RAYWOOD ASH	1313	17"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
18	PISTACHIO	1309	10"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
TELEGRAPH ALLEY				
19	CHANTICLEER PEAR	1289	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
20	RAYWOOD ASH	1231	14"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
21	RAYWOOD ASH	1227	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
22	PISTACHIO	1223	2"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
23	RAYWOOD ASH	1219C	10"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
24	RAYWOOD ASH	1219B	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
25	RAYWOOD ASH	1219	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
26	RAYWOOD ASH	1205	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

	27	PISTACHIO	1201	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
SPRING ST					
	28	RAYWOOD ASH	1115	15"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	29	RAYWOOD ASH	1115	19"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	30	RAYWOOD ASH	1115	21"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	31	RAYWOOD ASH	1115	18"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	32	RAYWOOD ASH	1115	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	33	RAYWOOD ASH	1115	15"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	34	RAYWOOD ASH	1077	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	35	RAYWOOD ASH	1077	16"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	36	RAYWOOD ASH	1077	13"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
MITCHELL ST					
	37	RAYWOOD ASH	1065	7"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	38	RAYWOOD ASH	1065	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	39	MISSING			RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
<u>EASTSIDE</u>					
MITCHELL ST					
	40	LIQUID AMBER	1480	13"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

	41	LIQUID AMBER	1480	17"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	42	LIQUID AMBER	1480	19"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	43	LIQUID AMBER	1480	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	44	LIQUID AMBER	1480	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	45	LIQUID AMBER	1480	16"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	46	LIQUID AMBER	1480	22"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	47	PISTACHIO	1428	10"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	48	PISTACHIO	1424	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	49	PISTACHIO	1424	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	50	PISTACHIO	1414	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
ADAMS ST					
	51	PISTACHIO	1370	1"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	52	RAYWOOD ASH	1370	15"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	53	RAYWOOD ASH	1370	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	54	CLRANNIA	1360	7"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	55	NISSA	1354	2"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

56	NISSA	1352	1"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
57	RAYWOOD ASH	1350	10"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
58	RAYWOOD ASH	1340	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
59	RAYWOOD ASH	1338	12"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
60	RAYWOOD ASH	1328	15	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
61	RAYWOOD ASH	1328	13"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
62	PISTACHIO	1320	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
63	PISTACHIO	1320	5"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
64	CHANTICLEER PEAR	1312	3"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
65	PISTACHIO	1314	5"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
66	RAYWOOD ASH	1308	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
67	CHANTICLEER PEAR	1304	3"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

HUNT AV

68	RAYWOOD ASH	1234	13"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
69	PISTACHIO	1228	10"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
70	PISTACHIO	1222	2"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

	71	CHANTICLEER PEAR	1214	11"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
ALLEY					
	72	PISTACHIO	1154	5"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	73	PISTACHIO	1148	8"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	74	SOUR GUM	1144	6"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	75	SOUR GUM	1142	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.
	76	SOUR GUM	1120	9"	RAISE CANOPY 14' OVER ROADWAY 7' OVER SIDEWALK. DEAD WOOD 1" OR LARGER. PRUNE CROWN, CLEANING AND INSPECTION.

STONEBRIDGE PARK				
TREE #	SPECIES	LOCATION	DBH	PRUNE
1	BLACK WALNUT	W FRONT ON POPE	30"	14' OFF ROADWAY, DEAD WOOD 1" OR LARGER
2	BLACK WALNUT	1 TREE E FROM #1 FRONT ON POPE	60"	14' OFF ROADWAY, DEAD WOOD 1" OR LARGER
3	BLACK WALNUT	1 TREE E FROM #2 FRONT ON POPE	41"	14' OFF ROADWAY, DEAD WOOD 1" OR LARGER
4	COASTAL LIVE OAK	E FRONT CORNER ON POPE	57"	14' OFF ROADWAY, DEAD WOOD 1" OR LARGER
5	BLACK WALNUT	1 BEHIND #4	29"	DEAD WOOD 1" OR LARGER
6	COASTAL LIVE OAK	ON RIVER N OF #5	19"	DEAD WOOD 1" OR LARGER
7	BLACK WALNUT	ON RIVER N OF #6	36"	DEAD WOOD 1" OR LARGER
8	RED MAPLE	ON RIVER N OF #7	10"	DEAD WOOD 1" OR LARGER, RAISE CANOPY
9	MULTI STEM LOCUST	MIDDLE E LOOOKING AT POPE		DEAD WOOD 1" OR LARGER
10	MULTI STEM LOCUST	MIDDLE LOOOKING AT POPE		DEAD WOOD 1" OR LARGER
11	MULTI STEM LOCUST	MIDDLE W LOOOKING AT POPE		DEAD WOOD 1" OR LARGER
12	VALLEY OAK	MIDDLE OF PARK	31"	DEAD WOOD 1" OR LARGER, RAISE CANOPY

Exhibit B
“Compensation”

Lyman Park - Pruning 17 trees as described in Exhibit A	\$12,330.00
Main St - Pruning the 76 trees as described in Exhibit A	\$17,280.00
<u>Stonebridge Park - Pruning 12 trees as described in Exhibit A</u>	<u>\$8,820.00</u>
	\$38,430.00

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Resolution Authorizing the City
Manager to Execute an
Agreement with Britton Tree
Services for tree pruning at
Lyman Park, Main Street and
Stonebridge Park.**

RECITALS

- A. The City of St. Helena requested bids for tree pruning at Lyman Park, Hunts Grove Park, Main Street, and Stonebridge Park; and
- B. Britton Tree Services was the lowest responsive and responsible bidder for Lyman Park, Main Street and Stonebridge Park; and
- C. Tree pruning is funded annually through the City Council approved Public Works budget.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. Approves the Professional Service Agreement with Britton Tree Services, in the amount of \$38,240 and authorizes the City Manager to execute the agreement.
- 2. Approves a budget adjustment of \$2,780 to cover this shortfall from account 283, from FY 16/17 with no impact on the General Fund.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2017, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Dohring: _____

Councilmember Ellsworth: _____

Councilmember Koberstein: _____

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: Consent

Subject: Ratification of a Construction Contract with Gregory Equipment Inc. for an Emergency Repair and Upgrade to the Levee at the Wastewater Treatment Plant in an Amount Not to Exceed \$75,755; Approval of a Resolution Authorizing the City Manager to Execute the Contract

CEQA Determination: • This work will be conducted under a Statutory Exemption identified under Sections(s) 15269, 15282 and 15284 of the California Environmental Quality Act

Prepared By: Allison Mattioli, Management Analyst

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark Prestwich, City Manager

BACKGROUND

The St. Helena Wastewater Treatment Plant (WWTP) was originally constructed in 1965, at which time the treated wastewater was discharged to the Napa River year-round. In 1983, the year-round wastewater discharge to the Napa River was changed to winter-time discharges when river flows were high. To accommodate this change in discharge requirement, the City purchased approximately 80 acres to the south of the WWTP for summer-time disposal of treated wastewater by irrigation through an irrigation pipe running through the Pond 5 levee.

In addition to acquiring the irrigation fields and constructing an irrigation system, the WWTP was required to disinfect the treated wastewater prior to irrigating. Initially chlorine gas was used as the disinfection agent, but for operator safety reasons, the chlorine gas disinfection system was replaced with a sodium hypochlorite (NaOCl), or a bleach disinfection system. The NaOCl is delivered to the contact chamber next to Pond 5 through two, one-inch PVC pipes, encased in concrete, which run from the chlorine storage building adjacent to the Operator's building, and travels one-third miles through the middle of the wastewater ponds levee system.

In December of 2016 one of the aforementioned aging NaOCl delivery lines failed between Ponds 4 and 5. Due to the fact a redundant line is in place, it was previously thought the repairs to the line could be made in subsequent months, in order to coordinate the design and replacement with the Phase I Upgrade Project. However, throughout the past month, inconsistent flows and pressure have been reported in the redundant chlorine line, which evidences a leak. The compromised NaOCl delivery line limits the City's ability to treat the water at the maximum rate possible.

Additionally, the original irrigation pipe, which carries water through the Pond 5 levee from the irrigation pumps, is leaking, and is eroding the pond levee when water levels rise.

DISCUSSION

This project is being treated as an emergency because the NaOCl disinfection system could completely fail and the WWTP operators would be forced to either irrigate treated wastewater that was not disinfected, or illegally discharge treated wastewater to the Napa River. Either case would result in an environmental impact not acceptable to the City or community, in addition to significant fines levied by the San Francisco Regional Water Resources Control Board, which would be substantially greater than the cost of this contract.

Faced with a compromised NaOCl disinfection system due to the failed main line, and the compromised secondary line, and because the irrigation pipe running through the Pond 5 levee is leaking causing damage to the levee, it became necessary to proceed with the construction work on an emergency basis. Delaying the repairs to proceed with competitive bidding risks substandard treatment of the wastewater because of the NaOCl pipe failure, a catastrophic levee failure due to the irrigation pipe failure, and because qualified contractor availability during the busy summer construction season is limited.

City staff has located a contractor who has a window of time and immediate availability to perform this work before beginning on another project. Delaying the work could result in the contractor becoming unavailable should the City wait. These time constraints also apply for the need to proceed with this work without waiting the additional two weeks before the next scheduled City Council meeting. In addition, not enough City Council members are available for the required quorum for a special meeting at this time. Pursuant to the City Council's delegated authority to the City Manager, Municipal Code Section 3.04.170 (Emergencies), the Interim City Manager has authorized this emergency work to proceed.

This contract will hire a contractor to do investigative work by potholing and locating irrigation and NaOCl pipes, find leaks, and repair pipes as necessary. The levee will then be repaired under a geotechnical engineer's supervision. As an emergency repair of an existing pipeline serving an existing publicly owned service facility, this work will

be conducted under a Statutory Exemption identified under Section(s) 15269, 15282, and 15284 of the California Environmental Quality Act.

Three contractors with experience at the City were contacted to do this work: GD Nielson of Napa, Argonaut Constructors of Santa Rosa, and Gregory Equipment Inc., of Redding. Both GD Nielson and Argonaut Constructors were too busy to do the work in a timely manner. Gregory Equipment Inc, provided a quote to do this work and can begin work right away.

FISCAL IMPACT

The contract is structured as a time and materials contract with the not-to-exceed amount of \$75,755. Though immediate emergency repairs are necessary, the repairs and replacement were budgeted in the 2017-2018 budget; therefore the expense will simply be earlier in the fiscal year than originally planned. The repairs will be funded by the Wastewater Fund, Fund 571, with \$50,000 to come from 571-5029-2145 (Other Contract Services, Pond #5 Levee Repair), leaving that line item exhausted, and the remaining \$25,755 to come from 571-5029-2630 (Capital Equipment, Chlorine Line Replacement), which has a total of \$100,000 budgeted.

RECOMMENDED ACTION

Staff recommends that City Council adopt the attached resolution, ratifying the City Manager's decision to execute an emergency agreement with Gregory Equipment Inc.

ATTACHMENTS

[Attachment 1 - Memo to Council](#)

[Attachment 2 - Contract](#)

[Attachment 3 - Resolution](#)

MEMORANDUM

OFFICE OF THE DIRECTOR OF PUBLIC WORKS



DATE: July 24, 2017

TO: Mayor and City Council

FROM: Erica Ahmann Smithies – Interim City Manager/Public Works Director
and City Engineer

RE: Emergency Repairs at the Wastewater Treatment and Reclamation Plant

CC: April Mitts – Director of Finance
Noah Housh – Director of Planning and Building
Thomas Brown – City Attorney

The St. Helena Waste Water Treatment Plant (WWTP) was originally constructed in 1965 at which time treated wastewater was discharged to the Napa River year-round. In 1983, the year-round waste water discharge to the Napa River was changed to winter time discharges when river flows were high. To accommodate this change in discharge requirement, the City purchased approximately 80 acres to the south of the WWTP for summer time disposal of treated wastewater by irrigation through an irrigation pipe running through the pond 5 levee.

In addition to acquiring the irrigation fields and constructing an irrigation system, the WWTP was required to disinfect the treated wastewater prior to irrigating. Initially chlorine gas was used as the disinfection agent, but for operator safety reasons the chlorine gas disinfection system was replaced with a sodium hypochlorite (NaOCl) or bleach disinfection system. The NaOCl is delivered to the chlorine contact chamber next to pond 5 through two 1-inch PVC pipes, encased in concrete, which run from the chlorine storage building adjacent to the Operator's building and travels one-third mile through the middle of the wastewater ponds levee system.

In December of 2016 one of the aforementioned aging NaOCl delivery lines failed between ponds 4 and 5. Due to the fact a redundant line is in place, it was previously thought the repairs to the line could be made in subsequent months, in order to coordinate the design and replacement with the Phase I Upgrades Project. However, throughout the past month, inconsistent flows and pressure have been reported in the

MEMORANDUM
OFFICE OF THE DIRECTOR OF PUBLIC WORKS
 July 24, 2017

redundant chlorine line, which likely indicate a leak. The compromised line limits the City's ability to treat the water at the maximum rate possible.

Additionally, the original irrigation pipe, which carries water through the pond 5 levee from the irrigation pumps, is leaking, and is eroding the pond levee when water levels rise.

Analysis

This project is being treated as an emergency because the NaOCI disinfection system could completely fail and the WWTP operators would be forced to either irrigate treated wastewater that was not disinfected or illegally discharge treated wastewater to the Napa River. Either case would result in an environmental impact not acceptable to the City or community, in addition to significant fines levied by the San Francisco Regional Water Resources Control Board substantially greater than the cost of this contract.

Faced with a failed main line, and a compromised secondary line, and because the irrigation pipe running through the pond 5 levee is leaking causing damage, it became necessary to proceed with the construction work on an emergency basis. Delaying the repairs to proceed with competitive bidding risks substandard treatment of the wastewater because of the NaOCI pipe failure, a catastrophic levee failure due to the irrigation pipe failure, and because qualified contractor availability during the busy summer construction season is limited.

City Staff has located a contractor who has a window of time and immediate availability to perform this work before beginning another project. Delaying the work could result in the contractor becoming unavailable should the City wait. These time constraints also apply for the need to proceed with this work without waiting the additional two weeks before the next scheduled City Council meeting. In addition, not enough City Council members are available for a special meeting at this time. Pursuant to the City Manager's delegated authority, the Interim City Manager has authorized this emergency work to proceed.

This contract will hire a contractor to do investigative work by potholing and locating irrigation and NaOCI pipes, find leaks and repair pipes as necessary. The levee will then be repaired under a geotechnical engineer's supervision. As an emergency repair of an existing pipeline serving an existing publically owned service facility, this work will be conducted under a Statutory Exemption identified under Section(s) 15269, 15282 and 15284 of the California Environmental Quality Act.

Three contractors with experience at the City were contacted to do this work: GD Nielson of Napa, Argonaut Constructors of Santa Rosa and Gregory Equipment of

MEMORANDUM

OFFICE OF THE DIRECTOR OF PUBLIC WORKS

July 24, 2017

Redding. Both GD Nielson and Argonaut were too busy to do the work in a timely manner. Gregory Equipment provided a quote to do this work and can begin work right away. The contract is structured as a time and materials contract with the not to exceed amount of \$75,755. The formal contract award of the project will be presented at the August 8, 2017 City Council meeting.

To the extent that you have questions or would like additional details regarding any of this or other work, please don't hesitate to ask.

CITY OF ST. HELENA
1480 Main Street, St. Helena, CA 94574

CONSTRUCTION SERVICES AGREEMENT

Job Name: City of St. Helena
Waste Water Treatment Plant
Emergency Levee Repair and Upgrade

Agreement No. PW 2017

DATE: AUGUST 1, 2017

1. IDENTIFICATION OF CONTRACTOR:

Gregory Equipment Inc.
13279 5 Gs Lane
Redding, CA. 96003

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

- 3. COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is **\$75,755.00** to be paid as (check one): (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☒ per a time and materials basis (force account), up to a guaranteed not-to-exceed amount of **\$75,755.00**. All payments (check one): ☒ shall ☐ shall not be subject to a five percent (5%) retention.

- 4. SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 90 calendar days of Commencement Date.

Final Completion Date: Within 120 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

- A. Liquidated damages do not apply to this contract.

5. TERMS AND CONDITIONS.

- 5.01** Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

- A. Appendix A – Scope of Work and Technical Specifications
- B. Appendix B – General Conditions
- C. Appendix C – Insurance
- D. Appendix D – Construction Performance Bond
- E. Appendix E – Construction Labor and Materials Payment Bond

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of St. Helena, 1480 Main Street, St. Helena, CA 94574

CONTRACTOR: Gregory Equipment Inc.

Steve Gregory
Signature

Steve Gregory CFO
Print Name & Title

8-1-17
Date

OWNER: City of St. Helena

Erica Ahmann Smithies
Signature

ERICA AHMANN SMITHIES, INTERIM
Print Name & Title

CITY MANAGER / PW DIRECTOR / CITY ENGINEER
7/25/17
Date

APPROVED AS TO FORM:

Thomas B. Brown
Thomas B. Brown, City Attorney

APPENDIX A

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SECTION 1

DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1-1.01** Agreement: The Agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents, sometimes referred to as the Project Agreement or the Contract.
- 1-1.02** Base: A layer of specified material of planned thickness placed immediately below the pavement or surfacing.
- 1-1.03** Base Material: The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.
- 1-1.04** Bid Package: All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1-1.05** Bridge: Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.
- 1-1.06** Caltrans: The Department of Transportation of the State of California, as created by law.
- 1-1.07** Change Order: An Amendment to the Agreement, the Project Plans, Technical Specifications or other Contract Documents made in accordance with Section 3, Control of Work and Material and Changes in Work, of the General Provisions hereof.
- 1-1.08** City: City of St. Helena.
- 1-1.09** Conduit: A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.
- 1-1.10** Contract Documents: All those documents listed in the Project Agreement as comprising the entire agreement between the City and the Contractor.
- 1-1.11** Contractor: The successful bidder for the Project and party to the Project Agreement with the City as specified in the Project Agreement.

- 1-1.12** Culvert: Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.
- 1-1.13** Days: Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.14** Designer: The person or persons so specified on the Technical Specifications and/or Project Plans.
- 1-1.15** Detour: A temporary route for traffic around a closed portion of a road.
- 1-1.16** Divided Highway: A highway with separated traveled ways for traffic, generally in opposite directions.
- 1-1.17** Engineer: The City's authorized representative for administration and overall management of the Project Agreement and Work. The Engineer is the official point of contact between the City and the Contractor, and is also known as the "City Engineer".
- 1-1.18** Frontage Road: A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.
- 1-1.19** Grading Plane: The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.
- 1-1.20** Highway: The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.
- 1-1.21** Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials involved in the contract.
- 1-1.22** Manual on Uniform Traffic Control Devices: The California Manual on Uniform Traffic Control Devices, latest edition, Caltrans.
- 1-1.23** Median: That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.
- 1-1.24** Office of Structure Design: The Office of Structure Design as part of the California Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Office of Structure Design, Documents Unit, Mail Station 9-4/41, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.
- 1-1.25** Pavement: The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.
- 1-1.26** Processing: Any operation or operations of whatever nature and extent required to produce a specified material.
- 1-1.27** Project: The Pope Street Bike Lane Installation Project as described in the Technical Specifications and Project Plans.

- 1-1.28** Project Inspector: The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Public Works Department as directed by the City in accordance with the Contract Documents.

- 1-1.29** Project Plans: The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

- 1-1.30** Roadbed: The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed thereon. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

- 1-1.31** Roadway: That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

- 1-1.32** Shoulders: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

- 1-1.33** Special Provisions: The special provisions set forth conditions or requirements peculiar to the Work and supplementary to the General Provisions.

- 1-1.34** Standard Specifications: The directions, provisions and requirements contained in the 2015 Caltrans Standard Specifications.

- 1-1.35** Subbase: A layer of specified material of planned thickness between a base and the basement material.

- 1-1.36** Subcontractor: A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

- 1-1.37** Subgrade: That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

- 1-1.38** Substructure: All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

- 1-1.39** Superstructure: All that part of the bridge except the bridge substructure.

- 1-1.40** Surfacing: The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.
- 1-1.41** Technical Specifications: The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.42** Traffic Lane: That portion of a traveled way for the movement of a single line of vehicles.
- 1-1.43** Traveled Way: That portion of the roadway for the movement of vehicles, exclusive of the shoulders.
- 1-1.44** Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1-1.45** Written Notice: Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by mail or by email to the last known business address or email address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal and Schedule of Bid Prices.

SECTION 2 SCOPE OF WORK

- 2-1.01** Documents Furnished by City. The City will furnish Appendix A in a PDF format to the Contractor.
- 2-1.02** Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.
- 2-1.03** Technical Specifications and Project Plans.
- a. The Technical Specifications are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
 - b. The Contractor must furnish items necessary for the operation of equipment depicted in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
 - c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Technical Specifications, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 9 concerning any resulting damage or defect.
 - d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9, Remedies and Disputes, concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

2-1.04 Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the Public Works Department for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 3

CONTROL OF WORK AND MATERIAL AND CHANGES IN THE WORK

3-1.01 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.02 Designer's Status. The Designer will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Designer will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Designer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Designer may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.03 Inspection and Testing of Work and Material.

- a. The City, the Engineer, the Designer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection. The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Within three (3) business days of receipt of the list, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. Adequate facilities shall be furnished free of charge to the Engineer to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply. It is understood that the inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the City shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.
- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Designer or Engineer. The Contractor shall be responsible for controlling the quality of the material entering the Work and of the Work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor and this Agreement. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the Work and will not be accepted for use as acceptance tests. Full compensation for

performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract Prices and no additional compensation will be allowed therefor.

- c. If the Engineer, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any work subject to testing that is covered up without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code, where applicable, as adopted by the City, and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the Contract. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- e. The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.
- g. Any work done beyond the lines and grades shown on the Project Plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.
- h. The inspection of the Work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Agreement. Work and materials not meeting Agreement requirements shall be made good, and unsuitable Work or materials may be rejected, notwithstanding that the Work or materials have been previously inspected by the Engineer or that payment therefore has been given.

- i. Unless otherwise specified, all tests shall be performed in accordance with the methods used by Caltrans and shall be made by the Engineer or the Engineer's designated representative.
- j. The City has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Technical Specifications as California Tests. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.
- k. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

- l. Whenever a reference is made in the Technical Specifications to a California Test by number, it shall mean the California Test in effect on the day the Agreement is signed on behalf of the City.
- m. Whenever the Technical Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.
- n. Whenever a reference is made in the Technical Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Agreement is signed on behalf of the City. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in this Section, and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-1.02A(6), "Unidentified Stock Material" of the Standard Specifications.
- o. When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by the Engineer, except as provided in Section 3-1.04, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, such samples will not be considered for testing.

3-1.04 Certificates of Compliance.

- a. Certificates of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that a certificate be furnished. In addition, when so authorized in the Technical Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Technical Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- b. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Project Plans and Technical Specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.
- c. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

3-1.05 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Designer or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Designer or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.06 Materials and Substitutions.

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the bid package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3-1.07 Contractors Responsibility For The Work And Materials.

- a. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, except as provided in Sections 6-1.16, "Public Convenience," and 5-1.11, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the City or which have been furnished by the City. Storage by the Contractor shall be on behalf of the City and the City shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the Work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.
- b. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3-1.08 Audit and Examination of Records. The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be

expended is in excess of \$10,000, this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

3-1.09 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.10 Project Schedule. Within 7 days of issuance of the Notice to Proceed, the Contractor must submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. **City Review of Schedule.** The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
- b. **Update of Schedule.** After submission of a schedule to which the City has taken no exceptions, the Contractor must submit an updated schedule on a biweekly basis or as otherwise specified by the City until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. **Float.** The schedule shall show early and late completion dates for each task. The number of days between these dates will be designated as "float". The Float will be designated to the Project and will be available to both the City and the Contractor as needed.
- d. **Failure to Submit Schedule.** If the Contractor fails to submit schedules within the time periods specified in this Section, or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.
- e. **Responsibility for Schedule.** The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the City's review of the schedule will not place scheduling obligation on the City.

3-1.11 Construction Staking. Where the Contract Documents require, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Stakes and marks will be set by the Surveyor as the Engineer determines to be necessary to establish the lines and grades required for the completion of the Work.

- a. The Contractor will be responsible for coordinating performance of the Work with the Surveyor and for all costs associated with construction staking and layout.
- b. Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 0.01 feet in elevation and 0.03 feet horizontal layout of the grades as shown on the plans.
- c. Full compensation for Construction Staking shall be considered as included in the prices paid for the various items of Work involved, and no additional payment will be made therefore by the City.

3-1.12 Detours.

- a. The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the Project plans or as directed by the Engineer. Payment for this Work will be made as set forth in the Special Provisions or at the contract prices for the items of Work involved
- b. The cost of repairing damage to detours caused by public traffic will be paid for as provided in this Section 3 of these General Provisions.
- c. When public traffic is routed through the Work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this Work shall conform to and be paid for as provided in Section 6-1.16, "Public Convenience" of these General Provisions unless otherwise specified in the Special Provisions.
- d. Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.
- e. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for suspending the Work until the detours are in satisfactory condition for use by public traffic.
- f. Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

3-1.13 City Directed Change Orders. The City may at any time during the progress of the Work direct the Contractor by Change Orders, being any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the Agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price or the Project schedule, or if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the Change Order in accordance with this Section 3 of these General Provisions.

3-1.14 Writing Requirement. Change Orders and other related amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.

3-1.15 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the City and the Contractor otherwise agree, Change Order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change. The Engineer shall review the proposed Change Order and respond by acknowledging the contract change, or by supplying information and not acknowledging a Change Order, or by recommending other action. If the Engineer acknowledges the contract change, the Contractor shall submit a Change Order to the Engineer as set forth in this Section 3-1.15. Each Change Order submitted by the Contractor shall be accompanied by the following certification executed by an officer of Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for Change Order and know its contents, and said request for Change Order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to

perform the Change Order; and further, that I am familiar with California Penal Code section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

3-1.16 All Change Orders. All proposed Change Orders must be submitted on completed Change Order forms provided in the Contract Documents. All such proposed Change Orders must itemize all cost impacts of the proposed Change Order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the Change Order. All proposed Change Orders must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the Change Order. It is understood that Change Orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, must be accomplished by the Time for Completion then in effect.

3-1.17 Change Order Pricing. Change Order pricing for all Change Orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the City.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03, concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:
 1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:
 - Actual Wages: The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
 - Labor Surcharge: The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.
 - Fixed Markup: A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.

2. **Materials:** Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
3. **Equipment:** All equipment used will be paid in accordance with the rates in subsection 9-1.04D entitled "Equipment Rental" of the Standard Specifications, which is made a part of this Contract, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
4. Unless approved in writing in accordance with Section 3-1.14 of these General Provisions in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

3-1.18 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed Change Orders prior to issuance of an approved Change Order executed in accordance with this Section 3 of these General Provisions. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed Change Order before issuance of an approved Change Order executed in accordance with this Section 3 of these General Provisions.

3-1.19 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to Change Orders and any other amendments issued in accordance with the Contract Documents, including this Section 3 of these General Provisions, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such Change Orders or amendments.

3-1.20 Change Order Disputes.

- a. **Disputed City Directed Change Orders.** If the Contractor disputes a City- Directed Change Order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed Change Order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City-Directed Change Order, whichever is later. In performing Work consistent with a disputed City-Directed Change Order pursuant to this Section 3-1.20 the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- b. **Disputed Contractor Proposed Change Orders.** If the City disputes a Contractor-Proposed Change Order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the

Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed Change Order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-Proposed Change Order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-Proposed Change Order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

SECTION 4 TRENCHING AND UTILITIES AND PROJECT FACILITIES

4-1.01 The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

- a. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- b. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- c. If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

4-1.02 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: (1) any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or, (2) any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a Change Order pursuant to Section 3 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

4-1.03 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

4-1.04 Utility Relocation Costs.

- a. In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.
- b. Nothing in this Section 4-1.04 or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- c. Nothing in this Section 4-1.04 or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- d. Nothing in this Section 4-1.04 or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- e. If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- f. Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

4-1.05 Utility and Non-Highway Facilities

- a. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.
- b. It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvements comprising part of the Work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Project Plans or in the Special Provisions. Where a rearrangement is indicated on the Project Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.

- c. The right is reserved to the City and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this Work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the Work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the Work.
- d. Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the Project Plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Project Plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the Project Plans or in the Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing Work that may damage any of the facilities or interfere with their service.
- e. If the Contractor cannot locate an underground facility whose presence is indicated on the Project Plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Project Plans or in the Special Provisions, the additional cost of locating the facility will be paid for as provided in Section 3.
- f. If the Contractor discovers underground main or trunk lines not indicated on the Project Plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 3. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as provided in Section 3. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- g. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the Project Plans and Technical Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as provided in Section 3.
- h. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of highway improvements comprising part of the Work, and that Work will be paid for as provided in Section 3.
- i. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Project Plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

- j. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Project Plans or in the Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangement made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). Compensation for the delay will be determined in conformance with the provisions in Section 3.

4-1.06 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

4-1.07 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or ownership pursuant to this Section 4 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

SECTION 5 PROSECUTION AND PROGRESS OF THE WORK

5-1.01 Beginning of Work.

- a. The Contractor shall begin Work within 10 calendar days after receiving notice to proceed from the City, and shall diligently prosecute the same to completion within the Time for completion specified in this Agreement.
- b. Should the Contractor begin Work in advance of receiving notice that this Agreement has been approved as above provided, any Work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the Agreement is approved.
- c. The delivery to the City for execution and approval of the Agreement properly executed on behalf of the Contractor and surety and all other required documents in accordance with the Agreement shall constitute the Contractor's authority to enter upon the Work site and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the Agreement, as above provided, and subject also to the following:
 1. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Contract Documents.
 2. In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, the Contractor shall at the Contractor's expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Engineer.
 3. All Work done according to the Agreement prior to its approval, will, when the Agreement is approved, be considered authorized Work and will be paid for as provided in the Agreement.
 4. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the date on which the Agreement was approved by the City.

5-1.02 Liquidated Damages. Time is of the essence in the performance of this Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in accordance with the Construction Services Agreement included herein.

5-1.03 No Damage for Delay Beyond City and Contractor Control. The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both City and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor

caused delay in the prosecution of the Work. The City will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the City and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the City, its officials, officers, employees, agents, or volunteers, or delays caused by the Engineer or the Designer or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the City and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

5-1.04 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the City and/or its privities.

5-1.05 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: (1) the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or (2) enforcement by the City of any provisions of the Agreement.
- b. Requests for clarification or information concerning the Contract Documents or proposed Change Orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed Change Orders or modifications, provided such clarifications or information or proposed Change Orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

5-1.06 Delays Caused by the City and/or Its Privities. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute Change Order proposals subject to Section 3 of these General Provisions. In accordance with Section 3 of these General Provisions, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may occur, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved Change Orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 3 of these General Provisions, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this Section 5-1.06. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

5-1.07 Weather Delays. Extensions of the Time for Completion due to weather will only be granted when inclement weather impacts and delays the controlling items of work.

5-1.08 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

5-1.09 Contractor Coordination of the Work.

- a. The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the City, the Engineer, Designer, and other authorized City representatives to conveniently examine and inspect the Work.
- e. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to the City to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- f. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- g. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

5-1.10 Differing Site Conditions.

- a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Agreement or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are encountered at the site, the Contractor shall

promptly notify the City in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- b. Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work, an adjustment, excluding loss of anticipated profits, will be made and the Agreement modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.
- c. No Agreement adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the written notice required in this Section 5-1.10.
- d. Any Agreement adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3 of these General Provisions, "Changes in Work," except as otherwise provided.

5-1.11 Relief From Maintenance And Responsibility.

- a. Upon the request of the Contractor, the City may relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, which have been completed in all respects in accordance with the requirements of the Agreement and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further Work thereon. In addition, such action by the City will relieve the Contractor of responsibility for injury or damage to those completed portions of the Work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.
- b. However, nothing in this Section 5-1.11 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective Work or materials found at any time before the formal written acceptance of the entire Agreement by the City.

SECTION 6

CONTRACTOR RESPONSIBILITIES

- 6-1.01 Eligibility.** By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 6-1.02 Supervision of the Work.** The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Engineer or Designer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Engineer, or the Designer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 6-1.03 Contractor's Superintendent.** The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The Contractor shall designate in writing before starting Work the superintendent who shall have the authority to represent and act for the Contractor. The authorized representative shall be present at the site of the Work at all times while work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved Change Orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 6-1.04 Competent Employees.** The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this Section 6-1.04, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without City approval. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.
- 6-1.05 Items Necessary for Proper Completion of the Work.** Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

6-1.06 Construction Reports. The Contractor must submit daily construction logs detailing the daily progress of the Work to the Engineer on a weekly basis when requested by the Engineer.

6-1.07 Subcontracting.

- a. By executing the Agreement, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and that any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- b. The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- c. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- d. Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 9 of these General Provisions concerning any subcontracted work. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the City concerning the project is filed.
- e. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- f. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under the Contractor's control.

- g. The Contractor shall perform, with the Contractor's own organization, contract Work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of Work required to be performed by the Contractor with the Contractor's own organization. When items of Work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Agreement item bid price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Agreement item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.
- h. Before Work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the Work to be subcontracted, the names of the subcontractors and the description of each portion of the Work to be subcontracted.
- i. Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform Work on a public works project with a subcontractor who is ineligible to perform Work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- j. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the request of the City and shall not again be employed on the Work.
- k. The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semi-portable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in these General Provisions and in the Special Provisions.

6-1.08 Not Used

6-1.09 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.

6-1.10 Not Used

6-1.11 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by
- A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California

- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

6-1.12 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this Section 6-1.12, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

6-1.13 Safety.

- a. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.
- b. Review and inspection by the City, the Designer or the Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- c. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- d. Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- e. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following Sections of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

6-1.14 Load Limitations.

- a. Unless expressly permitted in the Special Provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the Project.
- b. After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.
- c. Within the limits of the Project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:
 - 1. Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
 - 2. Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
 - 3. Cross bridge structures that are not open to public traffic and that are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:
 - A. The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.
 - B. The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.
 - C. Allowable Construction Loading On Bridges for 2 and 3 Axle Earthmovers.

Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,0
7	32,000
8	34,000
9	37,000
10 and over	40,000

Minimum axle spacing:

For 3-axle earthmovers

Axles 1 to 2 = 8 feet

Axles 2 to 3 = 20 feet

For 2-axle earthmovers

Axles 1 to 2 = 20 feet

4. Move equipment within the limits of the Project over completed or existing base, surfacing, pavement and structures, weather open to the public or not.
- D. Within the limits of the Project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the Project Plans.
- E. Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Agreement, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a Change Order providing for the agreed upon alterations.

6-1.15 Public Convenience.

- a. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of Work than can be prosecuted properly with due regard to the rights of the public.
- b. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.
- c. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- d. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.
- e. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- f. Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
- g. The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.
- h. Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.
- i. Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.
- j. After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 3 of the General Provisions. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

- k. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.
- l. When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the Work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the Work to another shall be governed in accordance with the one-way controls.
- m. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.
- n. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as provided in Section 3 of the General Provisions.
- o. The Contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost thereof.
- p. Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the Contract nor will the Contractor be relieved of cleanup and finishing operations.
- q. Except as otherwise provided in this Section 6.1-16 or in the Special Provisions, full compensation for conforming to the provisions in this Section 6.1-16 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.16 Public Safety.

- a. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.
- b. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices

and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

- c. Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Agreement.
- d. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.
- e. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Chapter 6 of the MUTCD. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Agreement. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- f. The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- g. Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.
- h. The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- i. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, and as provided in the Special Provisions.
- k. The Contractor shall notify the Engineer not less than 18 days and not more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).
- l. Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 4 feet beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated.
- m. When vertical clearance is temporarily reduced to 15 feet, or less, low clearance warning signs shall be placed in accordance with Chapter 2 of the MUTCD. Signs shall conform to the dimensions, color, and legend requirements of the MUTCD and these specifications except

that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

- n. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- o. Temporary facilities which the Contractor uses to perform the Work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
- p. Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Agreement for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.
- q. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.
- r. Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities as provided in Section 6-1.16, "Public Convenience," or by contract item, shall in nowise relieve the Contractor from the responsibility as provided in this Section 6-1.17.
- s. Except as otherwise provided in this Section 6-1.17 or in the Special Provisions, full compensation for conforming to all of the provisions in this Section 6-1.17 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.17 Preservation of Property.

- a. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as good as required by the Agreement, if any of the objects are a part of the Work. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.

- b. The fact that any underground facility is not shown upon the Project Plans shall not relieve the Contractor of the responsibility under Section 4-1.05, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- c. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this Section 6-1.18, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.18 Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Agreement. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6-1.29 Disposal of Material Outside The Right Of Way.

- a. If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.
- b. When any material is to be disposed of outside the highway right of way, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization. When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.
- c. Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.
- d. Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the City assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made,

and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

- e. In those instances in which the City has compiled "Materials Information" as referred to in Section 3, "Examination of Plans, Specifications, Contract, and Site of Work," of Instructions to Bidders, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-1.20 concerning the documents.
- f. The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.
- g. Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:
 - 1. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agreed to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or
 - 2. Entered into an agreement with the property owner of the disposal site on any terms mutually agreeable to the property owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the property owner, relieving the City of any and all obligations under the City's arrangement with the owner.
- h. If the Contractor elects to dispose of material under Section 6-1.20g.1, the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.
- i. If the Contractor elects to dispose of material under Section 6-1.20g.2, the Contractor shall pay those charges that are provided for in the agreement between the property owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.
- j. The Engineer may require the Contractor to submit written evidence that the property owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either: (1) the arrangement between the City and the property owner, or (2), the agreement between the property owner and the Contractor, as the case may be.
- k. Full compensation for all costs involved in disposing of materials as specified in this Section 6-1.20, including all costs of hauling, shall be considered as included in the price paid for the contract item of Work involving the materials and no additional compensation will be allowed therefor.

6.1-20 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all right, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

6-1.21 Notice of Potential Claim

- a. If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Agreement, Project Plans or Technical Specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim concerning such additional compensation before Work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Any Notice of Potential Claim submitted to the City by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.
- b. The Contractor shall afford the Engineer every opportunity and facility for keeping records of actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Section 3-1.17, Change Order Pricing.
- c. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on the which the claim for additional compensation is based has been completed, the Contractor shall within 10 calendar days of completion submit the Contractor's written claim to the Engineer, who will present it to the City for consideration in accordance with the Agreement, including, but not limited to Section 9-1.03 of the General Provisions and applicable law.
- d. Any claim for overhead type expense or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.
- e. Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

SECTION 7 MEASUREMENT AND PAYMENT

7-1.01 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance. The Contract Price includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Agreement.

7-1.02 Payment.

- a. On or about the first day of each calendar month the Contractor will submit to the Engineer a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site. Each invoice shall contain the following certification executed by a duly authorized officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached application for payment and know its contents, and said application is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the costs incurred during the period covered by this application; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

- b. To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
- c. In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3-1.10 of the General Provisions or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.
- d. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities

in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

- e. The City will pay the Contractor's final invoice in accordance with applicable law and this Section 7 of the General Provisions following acceptance of the Work provided that:
 - 1. The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
 - 2. No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - 3. No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
 - 4. The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- f. In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 7-1.02.

7-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for Contractor overhead and/or profit established under the Agreement.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Agreement unless otherwise specified and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for Contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the Agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums.
- d. Insurance in excess of that required under Section 6-1.08 of the General Provisions.
- e. Utility costs.

f. Work Site office expenses.

g. Home office expenses.

7-1.04 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

a. Defective work not remedied or uncompleted work.

b. Claims filed or reasonable evidence indicating probable filing of claims.

c. Failure to properly pay subcontractors or to pay for material or labor.

d. Reasonable doubt that the Work can be completed for the balance then unpaid.

e. Damage to another contractor.

f. Damage to the City.

g. Damage to a third party.

h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.

i. Liquidated damages or other charges that apply to the Contractor under the Agreement.

j. Any other lawful basis for withholding payment under the Contract.

7-1.05 Not Used.

SECTION 8

PROJECT ACCEPTANCE AND CLOSEOUT

- 8-1.01 Occupancy.** The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 5 after the date of such occupancy or use.
- 8-1.02 Work Completion and Final Inspection.** When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.
- 8-1.03 Work Acceptance.**
- a. All finished Work will be subject to inspection and acceptance or rejection by the City, the Engineer, and the Designer or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.
 - b. The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work
 - c. In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 3, above.
 - d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 9 REMEDIES AND DISPUTES

9-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

9-1.02 Termination.

a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Agreement:

1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for those due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Engineer, the Designer, or other authorized representatives of the City.
6. For any reason or for no reason, at the City's sole discretion.

b. If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Agreement will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Agreement for any of the reasons

specified in Section 9-1.02(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not effect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- e. If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the City will neither be liable for nor required to account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.
- f. If the Agreement or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the City and the Contractor may, by written

agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract Price shall control. The parties may in any other case adopt the Contract Price as the reasonable value of the Work or any portion of the Work done.

9-1.03 Disputes.

- a. In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:

1. Any claim submitted by Contractor to the City shall be in writing and include the documents necessary to substantiate the claim. All claims must be filed on or before the date of final payment. Any compromise, agreement, or understanding with respect to any claim submitted by Contractor shall have no effect unless and until said claim has been approved by the City Council of the City of St. Helena, or if the claim does not require City Council approval, said claim has been approved by the Public Works Director. Any claim submitted to the City by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____
(Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

2. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
3. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
4. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
5. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

6. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 7. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
 8. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 9. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
 10. This Section 9-1.03 does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- b. In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 3. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this section shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for

good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

4. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
 5. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
- c. In accordance with California Public Contract Code Section 20104.6:
1. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.
 2. In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.



Technical Specifications
For
City of St. Helena
Waste Water Treatment Plant
Emergency Repair and Upgrade

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
31	Scope of Work
32	Notification
33	Payment

SECTION 31

SCOPE OF WORK

31.1 General: The work generally consists of repairing a chlorine and irrigation line located within the City of St. Helena Waste Water Treatment Plant (WWTP) levee, fixing associated levee leaks and backfilling and compacting the levee as directed by the Engineer. All levee spoils shall be placed at a location at the WWTP as directed by the Engineer. Additional clay needed for levee repair shall be taken from existing clay borrow sites located at the WWTP. All work shall conform to the 2015 Standard Specifications.

Work shall be performed on a "Force Account Basis" as directed by the Engineer and will be paid for in accordance with section 9-1.04, "Force Account" of the 2015 Standard Specifications. Subsistence and Travel Allowances will not be paid.

All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor. All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer as the basis of payment.

SECTION 32

NOTIFICATION

32-1.01: The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Project Engineer or Project Inspector has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

The Contractor shall maintain a Supervisor at the work site at all times and shall have the ability to communicate effectively with his crew, inspectors and City personnel, and who shall have the authority to sign change orders, coordinate work and make decisions pertaining to the fulfillment of the contract.

The Contractor shall provide a written notice of pending construction to all residents and businesses 7 calendar days prior to the start of work. A notice shall be placed at each front door and attempts made at personal contact. The Contractor shall inform each resident and business of the type of work, the scheduled date(s) and time of work, the potential impacts to the resident or business and request that cars be parked out of the roadway by 8:00 a.m. Services of notice shall not bar use of local cars within the block.

All written notices shall be submitted to the City for approval prior to distribution. The City may take up to 3 calendar days to review notices.

32-2.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 33 PAYMENT

Full compensation for repairing chorine and irrigation lines at the WWTP as described in section 31, "Scope of Work" shall be paid on a Force Account basis, which price shall include full compensation for furnishing labor, material, tools and equipment and doing all work to repair the chorine and irrigations lines, as specified herein and as required to complete the work and no additional compensation will be allowed therefore.

Full compensation for furnishing Construction Performance Bond and Construction Labor and Materials Payment Bond shall be paid for at the contract lump sum price. The amount paid for the above-mentioned bonds shall be the actual cost of the bonds without markup and based on payment receipts from the surety. Request for payment of bonding cost will be included in the first progress billing by the contactor.

Itemized costs associated with this contract are as follows:

	Quantity	Unit	Price	
GEI personnel including payroll (2 weeks x 3 personnel)	240	HR	100	\$24,000
10 days motels	10	DAY	250	\$2,500
Per Diem (3 personnel)	30	DAY	50	\$1,500
Trucking	1	LS	4,000	\$4,000
Excavator	1	LS	4,000	\$4,000
Pads foot compactor	1	LS	3,000	\$3,000
48" smooth drum roller	1	LS	1,500	\$1,500
Skid Steer loader	1	LS	4,000	\$4,000
Asphalt grinder attachment	1	LS	2,000	\$2,000
Dump truck	1	LS	3,500	\$3,500
Performance and payment bond	1	LS	2,200	\$2,200
Sanitary station	1	LS	350	\$350
Import materials at chlorine leak				-
AC 22 tons (taxed and delivery)	22	TON	100	\$2,200
AB 33 tons (taxed and delivery)	33	TON	60	\$1,980
Import materials at pump house fill				-
AB 11 tons	11	TON	60	\$660
Import materials at pump house ramp				-
AB 70 tons	70	TON	60	\$4,200
Subtotal				\$61,590
GEI overhead cost (8%)				\$4,927
GEI profit (15%)				\$9,238
TOTAL BID				\$75,755

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.
- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by

any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agent.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, as applicable, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in Napa County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on

file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

- 2.09 Mandatory Contractor and Subcontractor Registration.** [Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

Appendix C to Construction Services Agreement**INSURANCE**

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$2,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **\$2,000,000** each accident, [**\$2,000,000**] per disease and **\$2,000,000** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation in favor of the City of St. Helena, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$10,000** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. In addition to any provisions required in clauses 1-5 above, Insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
 - 6.01 City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
 - 6.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
9. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

10. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
12. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Appendix D to Construction Services Agreement

BOND #106677253

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, City of St. Helena, a General Law City and municipal corporation of the State of California (Owner) has awarded to Gregory Equipment Inc. as Principal a Construction Services Agreement dated the 1ST day of AUGUST, 2017 (Agreement), titled **THE CITY OF ST HELENA WASTE WATER TREATMENT PLANT EMERGENCY LEVEE REPAIR AND UPGRADE PROJECT** in the amount of \$75,755.00, which Agreement is by this reference made a part hereof, for the work described as follows:

The work generally consists of repairing Levees, irrigations systems and chorine lines at the City of St. Helena Waste Water Treatment Plant.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

8

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of JULY, 2017.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

GREGORY EQUIPMENT, INC.

Signature _____

Jo Gregory

Name _____

Title _____

13279 FIVE GS LANE

Street Address _____

REDDING, CA 96003

City, State, Zip Code _____

SURETY

Company: _____ (Corp. Seal)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature _____

COLLEEN MCHUGH

Name _____

ATTORNEY-IN-FACT _____

Title _____

850 REMOR STREET

Street Address _____

REDDING, CA 96002

City, State, Zip Code _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta)

On JULY 25, 2017 before me, Tina Coulter, Notary Public
(insert name and title of the officer)

personally appeared COLLEEN MCHUGH ~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Type of document: BOND

Signature  (Seal)



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225534

Certificate No. 007191336

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Colleen McHugh, and Bobette Winton

of the City of Redding, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 17th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of JULY, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Appendix E to Construction Services Agreement

BOND #106677253

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the City of St. Helena, a General Lay and municipal corporation of the State of California has awarded to Gregory Equipment, Inc. as Principal a Construction Services Agreement, dated the 25TH day of AUGUST, 2017 (Agreement), titled THE CITY OF ST HELENA WASTE WATER TREATMENT PLANT EMERGENCY LEVEE REPAIR AND UPGRADE PROJECT located at 1 Chaix Lane St. Helena, CA 94574 in the amount of \$75,755.00, which Agreement is by this reference made a part hereof, for the work described as follows:

The work generally consists of repairing Levees, irrigations systems and chorine lines at the City of St. Helena Waste Water Treatment Plant.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$75,755.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 25TH day of JULY, 2017.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
GREGORY EQUIPMENT, INC.

Signature

Name

SURETY

Company: (Corp. Seal)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature

Name COLLEEN MCHUGH ATTORNEY-IN-FACT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On JULY 25, 2017 before me, Tina Coulter, Notary Public
(insert name and title of the officer)

personally appeared COLLEEN MCHUGH ~,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.
Type of document: BOND

Signature 



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
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 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225534

Certificate No. 007191337

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Colleen McHugh, and Bobette Winton

of the City of Redding, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of April, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 17th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of JULY, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2017

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

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

PRODUCER Nor Cal Pacific Insurance Services LIC #0D08482 P.O. Box 494249 Redding CA 96049-4249		CONTACT NAME: Megan Gannon PHONE (A/C No. Ext): (530) 221-2300 FAX (A/C No.): (530) 221-2030 E-MAIL ADDRESS: megan-gannon@norcalpacific.com															
INSURED Gregory Equipment, Inc. 13279 Five GS Lane Redding CA 96003		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B: Golden Eagle Insurance Co</td> <td>10375</td> </tr> <tr> <td>INSURER C: Topa Insurance Co</td> <td>18031</td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Ins</td> <td>10172</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Colony Insurance Company	39993	INSURER B: Golden Eagle Insurance Co	10375	INSURER C: Topa Insurance Co	18031	INSURER D: Westchester Surplus Lines Ins	10172	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 16-17GL, BA, UM 17-18 POL

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X Y	103GL0011421-01	10/6/2016	10/6/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X Y	BAW(17)56937229	10/6/2016	10/6/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		Umbrella goes over General Liability & Auto XL6607569-01	10/6/2016	10/6/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	G27977728 002	4/21/2017	4/21/2018	Amount - \$1,000,000 per Occ \$2,000,000 Agg Deductible - 2,500

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

Re Project: City of St. Helena Waste Water Treatment Plant Emergency Levee Repair and Upgrade, Agreement No. PW 2017

City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured as per attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena 1480 Main St. Helena, CA 94574	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 Bobette Winton/JWitt
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ACORD 25 (2014/01)
 INS025 (2014/01)

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103 GL 0011421-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

"Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

U156P-0310

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Page 1 of 2

103 GL 0011421-01

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended and the following added:

The insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

103 GL 0011421-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – COMPLETED OPERATIONS & ONGOING
OPERATIONS AS SCHEDULED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Operations
All persons or organizations as required by written contract with the Named Insured	As designated in a written contract for the Named Insured for commercial projects only.

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

- (1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.
- (2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:
 - (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

103 GL 0011421-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

BAW (17) 5693 7229

COMMERCIAL AUTO
CAB 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:**1. BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) is a partnership or joint venture; or
- (2) is an insured under any other automobile policy; or
- (3) Has exhausted its limit of insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

CA BR 10 01 13

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Page 1 of 7

- (2) If the Limits of Insurance of any other Insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.a. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN/LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insured's" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.8., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the last Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH
GREGORY EQUIPMENT INC., FOR AN EMERGENCY REPAIR AND
UPGRADE TO THE LEVEE AT THE WASTE WATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$75,755**

RECITALS

- A. The City requires emergency construction services for its Waste Water Treatment Plant at 1 Chaix Lane; and
- B. The City Engineer requested and Gregory Equipment Inc. responded with a proposal for construction services; and
- C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed Gregory Equipment Inc. has the skills, experience and qualifications to provide the desired services; and
- D. The attached agreement establishes the terms and conditions under which Gregory Equipment Inc. will provide the necessary services; and
- E. The emergency repair of the existing pipeline, serving an existing publicly owned service facility, is conducted under a Statutory Exemption identified under Section(s) 15269, 15282, and 15284 of the California Environmental Quality Act; and
- F. The City Attorney has reviewed and approved the agreement; and
- G. The project will be funded by the wastewater fund, Fund 571, from the Wastewater net position, in an amount not to exceed \$75,755.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council retroactively approves the agreement for construction services with Gregory Equipment Inc.
- 2. The City Council authorizes the City Manager to retroactively execute the Construction Services Agreement.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2017 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____
Councilmember Dohring: _____
Councilmember Ellsworth: _____
Councilmember Koberstein: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the St. Helena High School annual homecoming parade on Main Street and authorizing City staff to assist with traffic control before, during, and after the parade.

CEQA Determination: Categorically exempt from CEQA, Sections 15323, 15061

Prepared By: Chrissy Cook, Administrative Assistant

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark Prestwich, City Manager

BACKGROUND

The St. Helena High School annual homecoming parade on Main Street is a long standing tradition.

DISCUSSION

The St. Helena High School requests approval from the City Council to hold its annual homecoming parade on Main Street. The parade will take place on Friday, October 27, 2017, from 2:10 pm to 2:30 pm, starting at the Sunshine Market parking lot, Main Street and Mitchell Drive, and ending with a rally at Lyman Park.

The Police Department also participates by controlling/detouring traffic during the parade festivities.

The St. Helena Unified School District is required to obtain an encroachment permit from CalTrans, if required, for the parade route traveled on Highway 29.

FISCAL IMPACT

The City will provide staff to assist with pre-planning, setup and tear down of “no parking” and traffic control, and traffic control during the event. This will require approximately 15 hours of public works staff time, and approximately 4 hours from police department.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution authorizing the St. Helena High School annual homecoming parade on Main Street and authorizing City staff to assist with traffic control before, during, and after the parade.

ATTACHMENTS

[Initial request for approval letter](#)

[2017 Encroachment Permit](#)

[RESO Homecoming 2017](#)



June 15, 2017

St. Helena City Council
1480 Main Street
St. Helena, California 94574

Dear Council Members:

The student government of St. Helena High School would like to have our homecoming parade on Main Street on Friday, October 27, 2017, ending with a rally at Lyman Park.

Our first step in applying for permission to hold this parade is a resolution from the St. Helena City Council. This resolution should state the name of the organization, the date and time of the parade, the starting and ending points of the parade, and a statement that our local police department will do any necessary controlling or detouring of traffic on Highway 29.

The resolution requesting permission must be addressed to:

Permit Section, District 04
Cal Trans
P.O. Box 126
Napa, California 94558

The St. Helena High School Student Body would most appreciate if the City Council would pass such a resolution at their next meeting, as further approval must be obtained from the Napa Office of Highway Patrol and the Napa Office of Cal Trans.

Sincerely,

Benjamin L. Scinto
Principal

1. Organization: St. Helena High School
2. Date: Friday, October 27, 2017
3. Time: 2:10 pm to 2:30 pm
4. Starting point: Main and Mitchell and Sunshine parking lot
Ending Point: Lyman Park

ST. HELENA HIGH SCHOOL – HOME OF THE SAINTS
**2015 CA Gold Ribbon School, 2015 & 2016 US News & World Report America's Best High School Silver Ranking,
2015 AP Honor Roll Recipient**
1401 GRAYSON AVENUE, ST. HELENA, CA 94574 – (P) 707.967.2740, (F) 707.967.2735

**CITY OF ST. HELENA
ENCROACHMENT PERMIT
APPLICATION**

PERMIT# _____

TO: DEPARTMENT OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574

Applicant: St. Helena High School, Benjamin Scinto, Principal
(Property Owner or Contractor)

Email: bscinto@sthelenaunified.org and dcarr@sthelenaunified.org

Phone: (707) 967-2740

Job Location: Pope Street/Mitchell Street to Pine Street (Lyman Park)

I (or we) hereby apply for an encroachment permit to carry out the following work:

St. Helena High School 2017 Homecoming Parade

Estimated Start Date Fri 10/27/17, 2:10 pm Estimated Completion Date Fri 10/27/17, 2:30 pm

DIAGRAM OF LOCATION OF PROPOSED WORK
Attach diagram on separate sheet(s) if necessary

Permittee agrees to comply with all ordinances, regulations, specifications and conditions which may apply or be required as a condition of this Permit/Contract. (See insurance requirements and general and special conditions pages).

Permittee shall indemnify, defend and hold harmless The City of St. Helena and its agents, officers, officials employees and volunteers in interest from and against all claims, damages, losses and expenses including attorney fees arising out of or in connection with work performed under this Permit/Contract, except where caused by the sole negligence or willful misconduct of The City of St. Helena. This obligation of Permittee to indemnify, defend and hold harmless shall continue in effect after the completion of the project authorized under this Permit/Contract.

State Law required U.S.A. to be completed for all underground work two (2) working days prior to start date

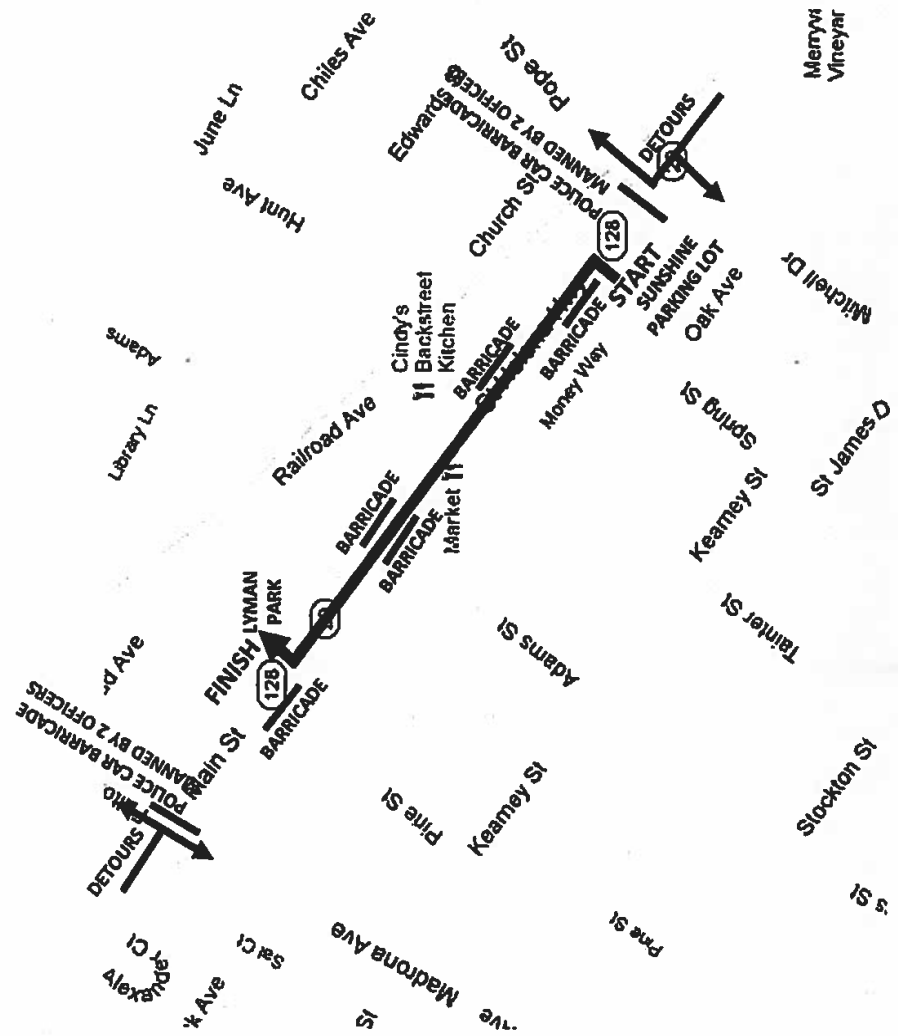
Applicant:  Principal 08/01/2017
Signature Title Date

Conditions: _____

Approved By: 6-16-15

ST. HELENA HIGH SCHOOL: HOMECOMING PARADE - 10/27/2017

1401 Grayson Avenue
St. Helena, CA 94574
707 967-2740



277304



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/29/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wells Fargo Insurance Services USA, Inc. 1039-A North McDowell Blvd. Petaluma, CA 94954 707-769-2900		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED North Bay Schools Insurance Authority JPA St. Helena Unified School District 465 Main Street St. Helena, CA 94574		INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation NAIC # 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12028195 **REVISION NUMBER:** See below

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	ADBL SUBR (NSD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SP4050839	07/01/2017	07/01/2018	X PER STATUTE X OTH-ER 1,000,000 SIR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: St. Helena High School Homecoming Parade down Main Street.
Evidence of coverage.

CERTIFICATE HOLDER City of St. Helena Attn: Public Works 1480 Main Street St. Helena, CA 94574	CANCELLATION 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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ACORD 25 (2016/03)

CID: 277304

SID: 12022933

6/29/2017

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER: BAY AREA SCHOOLS INSURANCE COOPERATIVE (BASIC) (a California Joint Powers Authority) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	NAMED COVERED MEMBER: North Bay Schools Insurance Authority St. Helena Unified School District 465 Main Street St. Helena, CA 94574
---	--

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOVT CODE § 990 & 6500, ET SEQ.

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS	LIABILITY SELF INSURED RETENTION
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability Products Liability Completed Operations Liability	2017MOELC	07/01/2017	07/01/2018	\$ 2,000,000	\$500,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	2017MOELC	07/01/2017	07/01/2018	\$ 2,000,000	\$500,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date (s) of Event/Operations/Locations/Vehicle:

Additional remarks/schedule may be attached if more space is needed.

Designed Covered Member - Auto, Additional Covered Member - Designated Person or Organization Re: St. Helena High School Homecoming Parade down Main Street The City of St. Helena, its Officials, Agents, Officers, Employees and Volunteers are named as additional covered member under the general liability and auto liability per the attached endorsements only with regard to this event. Auto Liability applies to St. Helena Unified School District Vehicles only. Primary Wording included.

CERTIFICATE HOLDER: City of St. Helena Attn: Public Works 1480 Main Street St. Helena, CA 94574	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions. Issuer of this Certificate: Commercial Lines - (707) 768-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 N. McDowell Blvd. Petaluma, CA 94954-1173
--	--

POLICY NUMBER: 2017MOELC

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY.**

DESIGNATED COVERED MEMBER - AUTOMOBILE

This endorsement modifies coverage provided under the following:

AUTOMOBILE LIABILITY COVERAGE

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

This endorsement identifies person(s) or organization(s) who are "covered members" under the definition of a covered member. This endorsement does not alter coverage provided in the Memorandum of Coverage.

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

Named Covered Member:

North Bay Schools Insurance Authority

SCHEDULE

Name of Person(s) or Organization(s):

City of St. Helena
Attn: Public Works
1480 Main Street
St. Helena, CA 94574

Designed Covered Member - Auto, Additional Covered Member - Designated Person or Organization Re: St. Helena High School Homecoming Parade down Main Street The City of St. Helena, its Officials, Agents, Officers, Employees and Volunteers are named as additional covered member under the general liability and auto liability per the attached endorsements only with regard to this event. Auto Liability applies to St. Helena Unified School District Vehicles only. Primary Wording included.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is a "covered member" for Liability Coverage, but only to the extent that person or organization qualifies as a "covered member" under the definition of a Covered Member Provision contained in Section III of the Memorandum of Coverage.

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**AUTHORIZING THE ST. HELENA HIGH SCHOOL ANNUAL HOMECOMING
PARADE ON MAIN STREET AND AUTHORIZING CITY STAFF TO PROVIDE
TRAFFIC CONTROL BEFORE, DURING, AND AFTER THE PARADE**

RECITALS

- A. St. Helena High School has requested authorization to conduct their annual Homecoming Parade on Main Street on Friday, October 27, 2017 at 2:10 p.m. until 2:30 p.m.
- B. The parade shall start at the Sunshine Market Parking Lot and proceed up Main Street to Lyman Park.
- C. City staff is able to provide the necessary controlling and detouring of traffic on Highway 29, Railroad Avenue, and the parade route.
- D. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The City Council hereby approves the St. Helena High School request for a Homecoming Parade on Main Street on October 27, 2017 from 2:10 pm to 2:30 pm.
- 2. The City Council finds that the benefits derived from authorizing the St. Helena High School Homecoming Parade starting from Sunshine Market Parking Lot on Main Street and ending at Lyman Park outweigh the anticipated inconvenience to the businesses and citizens generally.
- 3. City staff is directed provide necessary traffic control for the safety and protection of persons who are to use the portion of Main Street during the Homecoming Parade.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on August 8, 2017 by the following roll call vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2017/2018 to 2021/2022) and authorization of budget transfers

**CEQA
Determination:**

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer,
Jennifer Tuell, Water Conservation Coordinator

Reviewed By:

Approved By: Mark Prestwich, City Manager

BACKGROUND

The proposed City of St Helena Capital Improvement Plan (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2017/2018 through 2021/2022. The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through the budget adoption.

DISCUSSION

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP in Civic are consistent with the operating budget in fiscal year 2017/2018. However, additional funding is being requested for individual projects identified in Streets, Water and Wastewater that were not apparent at the time of the Operations budget being adopted. The subsequent four years are subject to change due to more detailed engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water. The following table summarizes the project funding by division for the Five-Year CIP.

Capital Improvement Plan – Funding by Project Category						
FY 2017/18-2021/22						
	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Five Year Total
Civic	\$337,396	\$103,000	\$103,000	\$103,000	\$103,000	\$788,000
Streets	\$432,500	\$1,287,189	\$1,287,189	\$2,477,189	\$1,209,189	\$6,698,256
Water	\$2,934,641	\$7,633,073	\$1,307,595	\$3,312,571	\$3,276,105	\$19,453,868
Wastewater	\$2,116,240	\$4,404,000	\$4,529,000	\$403,000	\$1,428,000	\$13,124,514
Total	\$5,820,777	\$13,427,262	\$7,226,784	\$6,295,760	\$6,016,294	\$40,064,638

California Government Code Section 65401 requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission made this finding at its meeting on August 1, 2017.

FISCAL IMPACT

The City's 2017/2018 CIP consists of 30 projects in four divisions totaling approximately \$5.8 million. A majority of the fiscal impact to the CIP was identified in the operating budget approved for Fiscal Year 2017/2018. However, additional funding needs to be transferred from the following fund balances to the corresponding CIP Project Budget:

Fund Balance	CIP Budget	Project	Amount
Gas Tax	741 Streets		
		R-77 Railroad Curb Ramp	\$11,000
		R18-79 Pavement Restoration	\$50,000
		Budget Transfer Total	\$61,000
Water Net Position	763 Water		
		W18-117 Water Master Plan Update	\$150,000
		W18-119 Bell Canyon Spillway Stability Assessment	\$100,000
		W18-120 Bell Canyon Phreatic Surface Monitoring and Assessment	\$65,000
		Budget Transfer Total	\$315,000

Fund Balance	CIP Budget	Project	Amount
Wastewater Net Position	773 Wastewater		
		S-52 WWTRP Phase I Upgrades	\$686,406
		S18-75 Wastewater Master Plan	\$150,000
		Budget Transfer Total	\$836,406

All funds and expenditures beyond Fiscal Year 2017/2018 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

RECOMMENDED ACTION

Approve the attached Resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2017/2018 to 2021/2022) and authorization of budget transfers.

ATTACHMENTS

[Five Year CIP 2017-2022](#)

[Five year CIP Reso](#)



The City of St. Helena **DRAFT**

Capital Improvement Plan

Fiscal Years 2017/18 - 2021/22 | July 27, 2017



**City of St. Helena
Proposed Capital Improvement Plan
Fiscal Years 2017/18-2021/22**

Copies of this document can be found at <http://cityofstheleena.org/>
or through the Department of Public Works

City Hall
1480 Main St.
St. Helena, CA 94574
(707) 967-2792

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01. EXECUTIVE SUMMARY

The 2017-2022 City of St. Helena Capital Improvement Plan (CIP) is the City's commitment to building a more resilient and vibrant future for the residents, workers, and visitors of St. Helena. Updated annually, the CIP is a fiscally constrained expenditure plan that lays out infrastructure investments over the next five years. This document includes the most realistic estimates of St. Helena's future needs coupled with known financial constraints.

Projects in the CIP are divided into four Service Areas: General Government (Civic), Streets, Water and Wastewater. Each Service Area chapter describes the associated Budgeted Projects and Deferred Projects. General Fund and Enterprise Funds are both represented to give as full a picture of St. Helena's capital needs as possible. The addition of the new rate structure along with increases in General Fund revenues and debt issuance capacity have allowed St. Helena to fund a higher level of capital projects than in years past. As a result, St. Helena will be better positioned to build a healthy infrastructure program and to meet the challenges ahead.

The five-year CIP is developed by City Staff and adopted by City Council. Once adopted by Council, the CIP becomes the guiding document for the prioritization of projects. The information included in the CIP is based on the current information available and updated annually to reflect changing priorities, funding availability and project completion. Inclusion of a project in the CIP does not commit the City to specific expenditures or appropriations for any particular project.



**Figure 1.1 Pump Station at the Water Treatment Plant.
Estimated project cost of \$200,000**

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Projects that do not have an identified funding source are also outlined in the CIP. Specific projects and related schedules are selected based upon:

- Implementation of the City's General Plan
- Regulatory requirements and guidelines
- Availability of funding
- Minimizing disruptions associated with construction activity
- City Council direction

CIP BY THE NUMBERS

The 2017/18-2021/22 Capital Improvement Plan generally retains most policies and practices set in prior year plans, including maintaining restrictions around issuing debt and fully funding certain capital programs such as the City's Americans with Disability Act (ADA) transition plans, facilities maintenance, and street resurfacing. The Plan also proposes a number of goals that continue key objectives from previous years, including robust funding for both water and wastewater infrastructure projects, and construction on several of other public infrastructure projects to improve services and quality of life.



Figure 1.2 Bell Canyon Spillway Stability Assessment. Estimated project cost of \$100,000

This Plan captures approximately \$40 million in capital improvements citywide. The estimated project expenditures planned for the CIP are broken into four major categories: Civic, Streets, Wastewater, and Water.

Capital Improvement Plan – Funding by Project Category FY 2017/18-2021/22						
	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Five Year Total
Civic	\$337,396	\$103,000	\$103,000	\$103,000	\$103,000	\$788,000
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Wastewater	\$2,116,240	\$4,404,000	\$4,529,000	\$403,000	\$1,428,000	\$13,124,514
Total	\$5,820,777	\$13,427,262	\$7,226,784	\$6,295,760	\$6,017,294	\$40,065,638

Table 1.1

PLANNED PROJECT HIGHLIGHTS

St. Helena has many competing needs, and the capital program is no exception. Major projects with funding identified in this plan include:

- Water Master Plan Update
- Upper York Creek Dam Removal
- Bell Canyon Reservoir Improvements
- Tank Upgrades
- Pump Station Upgrades
- Spill Containment
- SCADA Upgrades
- Sewer Master Plan Update
- Crinella Pump Station Upgrades
- Phase 1 WWTRP Upgrades
- Reclamation Field Improvements
- Add sewer pump stations to SCADA
- Update GIS mapping for water and wastewater

02. CAPITAL PLANNING IN ST. HELENA

A QUICK LOOK AT INFRASTRUCTURE

What is infrastructure, and why is it important?



Figure 2.01 Bell Canyon Creek Flow Measurement.
Estimated project cost of \$750,000

The backbone of St. Helena is our horizontal infrastructure; the streets, sidewalks, parks, water, and sewer systems that make living in a city possible. Many of these projects function outside of the visibility of many residents. They run underground, are walked over, and are turned on with the flick of a switch or turn of a faucet. Many of the infrastructure systems that the City invests in provide not only basic services, but contribute to City-wide goals of environmental sustainability, pedestrian safety, and a more beautiful and livable City.

It is imperative that the City maintain these assets in a state of good repair given the essential nature of these systems. Proactive maintenance not only ensures the steady provision of services, but is less costly than fixing problems that have degraded beyond repair.

Infrastructure impacts public health, safety, and the quality of life for residents of St. Helena as well as other industries which are an important part of the City's economy. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

What infrastructure is within the City's area of responsibility?

The City of St. Helena is responsible for maintaining storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. Napa County, State of California, and U.S. governments may also have responsibility for certain assets within the City of St. Helena. For example, the California Department of Transportation (Caltrans) has jurisdiction and responsibility for State Route 29 (Main Street).

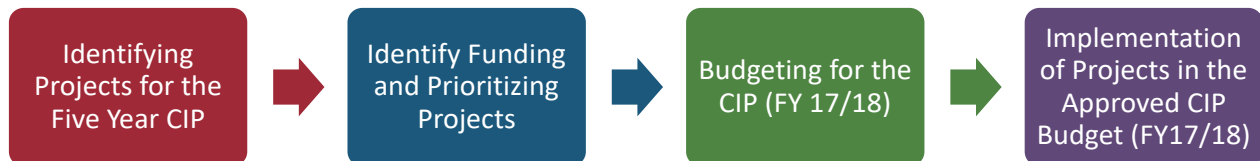
What happens when infrastructure assets are not maintained?

Providing ongoing maintenance and repair, such as resurfacing streets and repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and repair is not fully

funded, deferred maintenance and capital improvement costs increase significantly. The City has not fully funded maintenance and repair due to tight budgetary constraints and competing priorities for several years. As a result, the City now has a multi-million dollar backlog in deferred maintenance of storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. For example, the 2017 Pavement Management Program Update calculated a \$9.4 million backlog for street maintenance in St. Helena. Without adequate investment, these deferred maintenance costs will increase significantly over time.

Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

How does the CIP process work?



FUNDING PRINCIPALS

The funding principles for the Capital Plan are the categories used to prioritize competing needs. They help St. Helena to keep our long-term perspective when it comes time to make choices about major projects and offer a consistent and logical framework for some of the City's most difficult conversations.

FUNDING PRINCIPAL 1:



Addresses Legal or Regulatory Mandate Improvements necessary to comply with a federal, state, or local legal or regulatory mandate. The City faces a wide range of directives and requirements for our facilities, some with significant consequences for failure to perform. Action in these cases is required by law, legal judgment, or court order, or it can proactively reduce the City's exposure to legal liability. The legal, financial, operating, and accreditation consequences for failure to perform are all weighed when considering these types of projects.

FUNDING PRINCIPAL 2:



Protects Life Safety and Enhances Resilience Improvement: Provides for the imminent life, health, safety, and/or security of occupants and/or the public or prevents the loss of use of an asset. Life safety projects minimize physical danger to those who use and work in City facilities. Considerations for these projects include the age of a facility, the potential for increased resilience in the face of disaster, and the mitigation of material and environmental hazards for those who visit, use, and work in City facilities.

FUNDING PRINCIPAL 3:



Ensures Asset Preservation and Sustainability Asset: Preservation projects ensure timely maintenance and renewal of existing infrastructure. It is imperative to maintain the City's infrastructure in a state of good repair so that the City's operations are not compromised and resources are not squandered by failing to care for what we own. It is also important to support projects that lessen the City's impact on the environment. Some assets are more critical than others; for example, some facilities provide services that cannot be easily reproduced at another location or serve as emergency operations centers. Considerations for these projects include the effect on the asset's long-term life, importance for government operations, and environmental impact.

FUNDING PRINCIPAL 4:



Serves Programmatic or Planned Needs: This set of projects supports formal programs or objectives of an adopted plan or action by the City's elected officials. Integrated with departmental and Citywide goals and objectives, this funding principle aims to align capital projects with operational priorities. Considerations for this type of project include confirmation that they will contribute to a formally adopted plan or action from City Council.

FUNDING PRINCIPAL 5:



Promotes Economic Development: Economic Development projects enhance the City's economic vitality by stimulating the local economy, increasing revenue, improving government effectiveness, or reducing operating costs. These projects may have a direct or indirect effect on the City's revenues or may help to realize cost savings. Considerations for this type of project include the potential for savings, the level of revenue generation (either direct through leases, fees, service

charges, or other sources; or indirect, such as increased tax base, business attraction or retention, etc.), and any improvements to government service delivery, such as faster response times, improved customer service, or increased departmental coordination.

03. ACCOMPLISHMENTS & COMPLETED PROJECTS

Over the past twelve months the Public Works Department has worked on numerous projects. FY 16/17 included:

- Water and Wastewater Utility Rate Study
- Mitchell Sidewalks: R-76
- Charter Oak/Allison Overlay: R-78
- Slurry Seal: R-74
- Bike Lanes on Pope Street: R-30
- Feasibility Study for Wastewater Treatment Plant: S-52
- Valley View Bike Lanes: R-75
- Lower York Creek Dam Repair (Phase 1 – Stability Analysis and Intake Tower Valve Repair): W-108
- Downtown Restrooms (Planning Phase Complete): C-82
- Bell Canyon Intake Mid-Valve Repair: W-84
- Well Filter Rehab: W-102
- Main Street Mills Lane/Grayson: R-05

04. CAPITAL FUNDING SOURCES

The City maintains a diverse variety of funding sources to meet the broad array of infrastructure projects to be implemented each year. These include the General Fund, publicly issued debt, federal and state grants, utility or enterprise funds and other local funding sources. These funds have been used for countless facilities, parks, streetscapes, and transportation initiatives used on a daily basis.

The Five-Year CIP is funded by various unrestricted and restricted funds. Unrestricted funds are free from external restrictions and can be used for any purpose, as directed by the City Council. The City's General Fund is an unrestricted fund. The General Fund is made up of funding from property tax revenues, sales tax, and transient occupancy taxes. Restricted funds are legally required to be used for a specific purpose. For example, water enterprise funds can only be used to operate, maintain, and improve the City's water treatment and distribution system. Other examples of restricted funding sources include local, state, and federal grants; and wastewater enterprise funds. A detailed description of the various funding sources is presented in the following table.



Figure 4.01 Bell Canyon Reservoir Improvements. Estimated project cost of \$900,000.

Capital Improvement Plan - Funding by Source FY 2017/18-2021/22									
Funding Source	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				Total Project Amount
					FY 18/19	FY 19/20	FY 20/21	FY 21/22	
Gas Tax Fund	\$0	\$2,500	\$2,500	\$86,000	\$198,000	\$198,000	\$182,000	\$120,000	\$789,000
General Fund	\$14,851	\$23,753	\$38,604	\$632,396	\$1,392,189	\$592,189	\$592,189	\$592,189	\$4,639,756
Grant - EPA SFBWQIF	\$0	\$24,923	\$24,923	\$0	\$962,953	\$0	\$0	\$0	\$987,876
Grant - OBAG II	\$0	\$0	\$0	\$0	\$0	\$0	\$1,206,000	\$0	\$1,206,000
Grant - Prop 84	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Grant - TDA3	\$0	\$0	\$0	\$51,500	\$0	\$0	\$0	\$0	\$51,500
Measure T	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$600,000	\$600,000	\$2,400,000
Wastewater Impact Fee	\$0	\$0	\$0	\$15,486	\$113,250	\$102,000	\$0	\$0	\$230,736
Wastewater Utility	\$45,138	\$199,136	\$244,274	\$2,100,754	\$4,290,750	\$4,427,000	\$403,000	\$1,428,000	\$12,893,778
Water Bond	\$496,687	\$201,456	\$598,143	\$177,126	\$1,774,977	\$507,595	\$100,000	\$100,000	\$3,357,841
Water Impact Fee	\$34,040	\$19,387	\$0	\$155,067	\$224,555	\$0	\$892,095	\$405,582	\$1,730,726
Water Utility	\$125,716	\$19,388	\$0	\$1,802,448	\$3,070,588	\$800,000	\$1,442,095	\$2,004,856	\$9,265,091
Other*	\$68,286	\$0	\$68,286	\$0	\$0	\$0	\$878,381	\$766,667	\$1,713,334
Total	\$784,718	\$490,543	\$976,730	\$5,820,777	\$13,427,262	\$7,226,784	\$6,295,760	\$6,017,294	\$40,065,638

Table 4.1

GENERAL FUND:

Over the five-year timeframe of this Capital Plan, the City will fund many of the ongoing annual needs with funds from the General Fund. The General Fund is comprised of various taxes collected by the City, which include property, sales, business, and hotel taxes, and is the primary funding stream for nearly all City programs and services. The General Fund is an appropriate funding mechanism because St. Helena residents, businesses, and visitors alike benefit from the capital investments laid out in this plan.

Improvements paid through the General Fund tend to be smaller in scale than programs that require debt financing over a multi-year period. By using the General Fund for short-term improvements, the City is less reliant on debt financing, and ultimately spends less money to deliver those projects. Utilizing the General Fund strikes an important balance between paying for improvements today, and issuing debt which will be largely be borne by users of those improvements in the future.



Figure 4.02 Downtown Restrooms.
Estimated project cost of \$296,000.

The primary reporting vehicle for current government revenues and operations, this fund accounts for all financial resources not required by law or City Council actions to be accounted for in another fund.

Restrictions: General Fund monies are one of the least restrictive funding sources, funding can be used for salaries, capital improvements, supplies and other municipal related expenses.

GAS TAX:

The Gas Tax Fund collects revenue resulting from a tax on the sale of gasoline. The City's share of gas tax revenue is based on a formula that takes into account vehicle registration, assessed property valuation, and population.

Restrictions: These funds must be used to perform research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes. There are currently five separate Gas Tax funds each with additional specific criteria.

GRANT FUNDING:

Some projects are entirely or partially funded by grants and reimbursements from the State and Federal Government, as well as other agencies.

Restrictions: Funding restrictions related to grant funding can vary greatly, and each grant will have specific project restrictions related to the funding source.

IMPACT FEES:

In 2013, the City retained Colgan Consulting Corporation to prepare an impact fee study, analyze the impact of development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in the study were intended to satisfy all legal requirements.

Restrictions: By law impact fees can only be collected to cover the impact of new development on existing infrastructure. Impact fees cannot be used to correct "existing deficiencies".

Civic Impact Fees: This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.

Public Safety Impact Fees: Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities' costs for the Police and Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.

Park Impact Fees: This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

Traffic Mitigation (Street) Impact Fees: This fund is used to accumulate funds from new or proposed development to pay for circulation improvements to reduce the impacts of traffic generated by new development within the City.

Water Impact Fees: This fund is used to accumulate funds from new or proposed development to pay for Water System Capital Improvements needed to support new development.

Wastewater (Sewer) Impact Fees: This fund is established to account for the costs of constructing and improving the Wastewater Treatment Plant and Sewer Collection System in order to support new development.

MEASURE T:

Measure T resulted in a countywide half-cent sales tax increase. Money generated from the sales tax increase will be used for road repairs countywide. The amount raised by the tax is expected to be about \$300 million countywide and St. Helena will receive 5.9% of the annual revenues. Funding from Measure T will first be available to the City in 2018 and the tax will expire in 25 years.

Restrictions: Measure T requires that 99% of the funds raised be spent on street maintenance and rehabilitation and only 1% can be used for administrative and reporting costs. The funds cannot be used for new roads or congestion relief —the tax is only for maintenance of local streets. Funds cannot be used to offset current City funding for road maintenance.

WASTEWATER UTILITY:

This fund is used to account for the costs of providing sewer services to the general public on a continuing basis. The intent is to recover costs through user charges and fees.

Restrictions: The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the sewer system and cannot be used for other purposes.

WATER UTILITY:

This fund is used to account for the costs of providing water services to the general public on a continuing basis. The intent is to recover costs through user charges and fees.

Restrictions: The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the water system and cannot be used for other purposes.

WATER AND WASTEWATER BONDS:

California Statewide Communities Development authorized Water and Wastewater revenue bonds Series 2012B.

Restrictions: Funds must be expended in accordance with project descriptions in the official Statement for the bond issuance, dated May 30, 2012.

OTHER RESTRICTED FUNDS:

In addition to the funding sources identified above, the City of St. Helena has several other small funding sources that are restricted to strict funding program and guidelines. Occasionally, these funds are used for CIP projects when appropriate.

05. GENERAL GOVERNMENT (CIVIC)

OVERVIEW

The City delivers a wide range of capital-related services, including the maintenance and management of City-owned buildings, real estate, design and construction of capital improvements, capital planning, and technology services. These operations largely support the service delivery efforts of other City departments. Those with projects named in the Five-Year Capital Plan are described here.

The Civic Improvements category comprises general government projects that focus on constructing or improving existing facilities and buildings. These projects cover all departments and focus on a variety of improvements. Funding for Civic Improvements is comprised of General Fund, grants and special restricted fund such as: the Bocce Fund or the Ryan Library Trust. At this time, there is minimal funding in the special restricted funds, and no projects are planned to utilize the special restricted funding sources.

DEFERRED PROJECTS

PROJECT NAME	DESCRIPTION
Signorelli Barn	The Signorelli Barn, located on Pope Street, is a historical focal point for the City. The barn was built in 1888, and is in desperate need of repair and rehabilitation. The barn has deteriorated significantly over time. There is no estimated budget for this project at this time. Project Number - C09
City Hall/Police Station	The current City Hall and Police Station Facilities are in need of repair, upgrades and rehabilitation. There is no estimated budget for this project at this time. Project Number – C75
City Hall Roof Replacement	The City Hall roof has been in disrepair for years, and there is currently a tarp protecting sections of the roof from the elements. There is no estimated budget for this project at this time. Project Number – TBD

Civic									
Summary of 5-Year CIP (By Funding Source)									
	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				Total Funding by Source
					FY 18/19	FY19/20	FY20/21	FY21/22	
General Fund	\$14,851	\$23,753	\$38,604	\$337,396	\$103,000	\$103,000	\$103,000	\$103,000	\$788,000
Total	\$14,851	\$23,753	\$38,604	\$337,396	\$103,000	\$103,000	\$103,000	\$103,000	\$788,000

* Project C-19 Miscellaneous Building Repairs (\$20,000 annually) has been moved to the operating budget.

Table 5.1

FY 18/22 Budgeted Projects:

Civic										
Summary of 5-Year CIP (All Funding Sources)										
Project No.	Project Name	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				Total Project Amount
C-82	Downtown Restrooms	\$14,851	\$23,753	\$38,604	\$257,396	\$0	\$0	\$0	\$0	\$296,000
C18-83	ADA Transition Plan - Facilities	\$0	\$0	\$0	\$80,000	\$103,000	\$103,000	\$103,000	\$103,000	\$492,000
Totals		\$14,851	\$23,753	\$38,604	\$337,396	\$103,000	\$103,000	\$103,000	\$103,000	\$788,000

Table 5.2



Project Title: Downtown Restrooms

Address: Telegraph Alley between Money Way & Oak Ave

Project Number: C-82

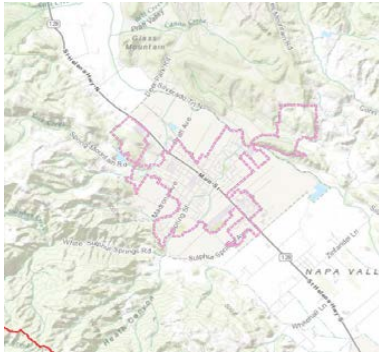
Project Purpose and Description:

This project will construct two restrooms downtown adjacent to Telegraph Alley between Money Way and Oak Avenue.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$14,851	\$23,753	\$38,604	\$15,046					\$53,650
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$23,000					\$23,000
Construction Contract				\$219,350					\$219,350
Contingency									\$0
CIP Overheads									\$0
Total	\$14,851	\$23,753	\$38,604	\$257,396	\$0	\$0	\$0	\$0	\$296,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 16/17	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 16/17	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
General Fund	\$14,851	\$23,753	\$38,604	\$257,396					\$296,000
Total	\$14,851	\$23,753	\$38,604	\$257,396	\$0	\$0	\$0	\$0	\$296,000



Project Title: ADA Transition Plan - Facilities

Address: Various Location in St. Helena

Project Number: C18-83

Project Purpose and Description:

This project will implement facility improvements identified in the ADA Transition Plan adopted by City Council in 2017.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract				\$70,000	\$93,000	\$93,000	\$93,000	\$93,000	\$442,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$80,000	\$103,000	\$103,000	\$103,000	\$103,000	\$492,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 16/17	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
General Fund				\$80,000	\$103,000	\$103,000	\$103,000	\$103,000	\$492,000
Total	\$0	\$0	\$0	\$80,000	\$103,000	\$103,000	\$103,000	\$103,000	\$492,000

06. INFRASTRUCTURE: STREETS

OVERVIEW

The Streets category includes projects that upgrade and maintain pavement, striping, curb and gutter, street lighting, access ramps, sidewalks and storm drain infrastructure. Funding for Streets is comprised of General Fund, Gas Tax, grants, sales tax, Measure T (funding beginning in 2018) and development impact fees. Table 06.1 summarizes the funding source for Streets projects by fiscal year.

Street improvement projects programmed in the Capital Improvement Plan, 2017/18-2021/22 are listed on the following pages. A project is only listed if there is funding programmed in the five-year period.

Streets									
Summary of 5-Year CIP (By Funding Source)									
	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				Total Funding by Source
					FY 18/19	FY19/20	FY20/21	FY21/22	
General Fund	\$0	\$0	\$0	\$295,000	\$489,189	\$489,189	\$489,189	\$489,189	\$2,251,756
Gas Tax Fund	\$0	\$2,500	\$2,500	\$86,000	\$198,000	\$198,000	\$182,000	\$120,000	\$789,000
Grant - TDA3	\$0	\$0	\$0	\$51,500	\$0	\$0	\$0	\$0	\$51,500
Grant - OBAG II	\$0	\$0	\$0	\$0	\$0	\$0	\$1,206,000	\$0	\$1,206,000
Measure T	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$600,000	\$600,000	\$2,400,000
Total	\$0	\$2,500	\$2,500	\$432,500	\$1,287,189	\$1,287,189	\$2,477,189	\$1,209,189	\$6,698,256

Table 6.1

FY 18/22 Budgeted Projects:

Streets											
Summary of 5-Year CIP (Project List)											
Project No.	Project Name	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	FY 18/19	FY19/20	FY20/21	FY21/22	Total Project Amount	
R-29	Curb, Gutter and Sidewalk Repair	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000	
R-77	Railroad Ave Curb Ramp Upgrades	\$0	\$2,500	\$2,500	\$67,500	\$0	\$0	\$0	\$0	\$72,500	
R18-79	Pavement Restoration	\$0	\$0	\$0	\$300,000	\$1,012,689	\$1,012,689	\$1,079,189	\$1,079,189	\$4,483,756	
R18-80	ADA Transition Plan - Curb Ramps	\$0	\$0	\$0	\$45,000	\$110,000	\$110,000	\$110,000	\$110,000	\$485,000	
R18-81	Downtown Sidewalk Improvements	\$0	\$0	\$0	\$0	\$144,500	\$144,500	\$1,268,000	\$0	\$1,557,000	
Totals		\$0	\$2,500	\$2,500	\$432,500	\$1,287,189	\$1,287,189	\$2,477,189	\$1,209,189	\$6,698,256	

Table 6.2



Project Title: Curb, Gutter and Sidewalk Repair

Address: Various

Project Number: R-29

Project Purpose and Description:

Current conditions will be evaluated and prioritized. Following prioritization, will be the installation and replacement of damaged curb, gutter and sidewalk.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design									\$0
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract				\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Gas Tax Fund				\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Total	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000



Project Title: Railroad Ave Curb Ramp Upgrades

Address: Railroad Avenue: Fulton to Hunt

Project Number: R-77

Project Purpose and Description:

This project will remove and replace approximately 8 existing non-compliant ADA ramps on Railroad Avenue between Fulton Lane and Hunt Avenue.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design		\$2,500	\$2,500	\$16,000					\$18,500
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$6,000					\$6,000
Construction Contract				\$48,000					\$48,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$2,500	\$2,500	\$70,000	\$0	\$0	\$0	\$0	\$72,500

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Gas Tax Fund		\$2,500	\$2,500	\$16,000					\$21,000
Grant - TDA3				\$51,500					\$51,500
Total	\$0	\$2,500	\$2,500	\$67,500	\$0	\$0	\$0	\$0	\$72,500

**Project Title: Pavement Restoration****Address:** St. Helena, CA 94574**Project Number:** R18-79**Project Purpose and Description:**

This annual project will reduce the continued degradation of the City's street system by implementing pavement maintenance measures as much as funding allows. The Americans with Disabilities Act improvements to sidewalks and curb ramps will be included either as part of the paving project or as a separate project whenever possible. It is anticipated that there will be one project per year.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$35,000	\$75,000	\$75,000	\$75,000	\$75,000	\$335,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$35,000	\$75,000	\$75,000	\$75,000	\$75,000	\$335,000
Construction Contract				\$250,000	\$839,689	\$839,689	\$922,189	\$984,189	\$3,835,756
Contingency				\$30,000	\$85,000	\$85,000	\$85,000	\$85,000	\$370,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$350,000	\$1,074,689	\$1,074,689	\$1,157,189	\$1,219,189	\$4,875,756

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
General Fund				\$250,000	\$379,189	\$379,189	\$379,189	\$379,189	\$1,766,756
Gas Tax Fund				\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$450,000
Measure T					\$533,500	\$533,500	\$600,000	\$600,000	\$2,267,000
Total	\$0	\$0	\$0	\$300,000	\$1,012,689	\$1,012,689	\$1,079,189	\$1,079,189	\$4,483,756



Project Title: ADA Transition Plan - Curb Ramps

Address: St. Helena, CA 94574

Project Number: R18-80

Project Purpose and Description:

This project will implement ADA curb ramp improvements identified in the ADA Transition Plan adopted by City Council in 2017.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management					\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Construction Contract				\$35,000	\$85,000	\$85,000	\$85,000	\$85,000	\$375,000
Contingency					\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$45,000	\$110,000	\$110,000	\$110,000	\$110,000	\$485,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
General Fund				\$45,000	\$110,000	\$110,000	\$110,000	\$110,000	\$485,000
Total	\$0	\$0	\$0	\$45,000	\$110,000	\$110,000	\$110,000	\$110,000	\$485,000



Project Title: Downtown Sidewalk Improvements

Address: St. Helena, CA 94574

Project Number: R18-81

Project Purpose and Description:

This is a sidewalk improvement project funded by One Bay Area Grant II program and local funds. The project will replace sidewalks, trees, and implement traffic calming devices on Main Street between Mitchell Drive and Pine Street. Approximately 3,609 linear feet of sidewalk and 17 ADA curb ramps will be replaced.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	Life to date thru FY 16/17	Budget FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design					\$142,000	\$142,000			\$284,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services					\$2,500	\$2,500			\$5,000
Construction Management							\$100,000		\$100,000
Construction Contract							\$1,068,000		\$1,068,000
Contingency							\$100,000		\$100,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$144,500	\$144,500	\$1,268,000	\$0	\$1,557,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	Life to date thru FY 16/17	Budget FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	Life to date thru FY 16/17	Budget FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Gas Tax Fund					\$78,000	\$78,000	\$62,000		\$218,000
Grant - OBAG II							\$1,206,000		\$1,206,000
Measure T					\$66,500	\$66,500			\$133,000
Total	\$0	\$0	\$0	\$0	\$144,500	\$144,500	\$1,268,000	\$0	\$1,557,000

07. INFRASTRUCTURE: WATER

OVERVIEW

The Water category includes projects that support delivery of water throughout the city, upgrading infrastructure and improvements to existing water system. The City complies with all applicable local, state and federal regulations related to water. Funding for Water is comprised of Water rates (paid by consumers), bonds, grants, and development impact fees. Water is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Water projects by fiscal year.

Water improvement projects programmed in the Capital Improvement Plan, 2017/18-2021/22 are listed on the following pages. A project is only listed if there is funding programmed in the five-year period.

WATER PROJECTS FUNDED IN FUTURE YEARS

PROJECT NAME	DESCRIPTION
Raw Water Metering Station	Installation of a new metering station located at Elmhurst Ave and Spring Mountain Rd. This metering station would only be utilized for untreated (raw) water from the lower reservoir. Currently, all water provided at this located is based on an honor system. The estimated budget for this project is \$500,000, and it is planned to be funded in FY 24/25. Construction is anticipated to start in FY 19/20. Project Number – W97
Replace 12" Water Transmission	Replace 12" Water Transmission Main from Rutherford Pump Station to the City of Napa Meter at Rutherford Road/Niebaum Lane. The estimated budget for this project is \$400,000, and it is planned to be funded in FY 22/23. Construction is anticipated to start in FY 22/23. Project Number – W107
Replace 1% of Water Mains Annually	Replace 1% of all the water mains throughout the water distribution system. This will become an annual maintenance program, updating many of the decades old infrastructure. The estimated budget for this project is \$150,000 annually, and it is planned to begin funding in FY 26/27.
Additional Storage	Current water storage tanks and facilities will be evaluated. Existing storage may be upgraded or new water storage facilities may be created dependent on the evaluation. The estimated budget for this project is \$1 million, and it is planned to be funded in FY 23/24.

DEFERRED (UNFUNDED) PROJECTS

PROJECT NAME	DESCRIPTION
Recycled Water Mains	Reclaimed or recycled water from the WWTRP is the process of converting wastewater into water that can be reused for other purposes. The project would create the infrastructure to deliver recycled water to various customers. There is no estimated budget for this project at this time. Project Number – W70
Install Smart Meters	New technology is available to allow real time information to customers on water consumption. Smart water promote conservation, provide a higher level of customer service and minimize the staff time required during monthly meter reads. There is no estimated budget for this project at this time. Project Number – TBD
Software Upgrade for Meters	The current meter reading system is based on a Windows 7 platform. As various Windows upgrades have occurred the software for the City's meter reading system will no longer be supported by the manufacturer. The City will have to upgrade the software to receive support. There is no estimated budget for this project at this time. Project Number – TBD

Water Summary of 5-Year CIP (By Funding Source)									
	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				Total Funding by Source
General Fund	\$0	\$0	\$0	\$800,000	\$800,000	\$0	\$0	\$0	\$1,600,000
Grant - Prop 84	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Grant - EPA SFBWQIF	\$0	\$24,923	\$24,923	\$0	\$962,953	\$0	\$0	\$0	\$987,876
Water Impact Fee	\$34,040	\$19,387	\$0	\$155,067	\$224,555	\$0	\$892,095	\$405,582	\$1,730,726
Water Bond	\$496,687	\$201,456	\$598,143	\$177,126	\$1,774,977	\$507,595	\$100,000	\$100,000	\$3,357,841
Water Utility	\$125,716	\$19,388	\$0	\$1,802,448	\$3,070,588	\$800,000	\$1,442,095	\$2,004,856	\$9,265,091
Other*	\$68,286	\$0	\$68,286	\$0	\$0	\$0	\$878,381	\$766,667	\$1,713,334
Total	\$724,729	\$265,154	\$691,352	\$2,934,641	\$7,633,073	\$1,307,595	\$3,312,571	\$3,277,105	\$19,454,868

Table 7.1

FY 18/22 Budgeted Projects:

Water Summary of 5-Year CIP (Project List)										
Project No.	Project Name	Actual Life to Date thru FY 16/17	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				
						FY 18/19	FY19/20	FY20/21	FY21/22	Total Project Amount
W-26	Upper York Creek Dam Removal	\$362,544	\$226,379	\$588,923	\$952,764	\$4,250,718	\$507,595	\$100,000	\$100,000	\$6,500,000
W-27	Meadowood Tank Upgrades	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000
W-35	Bell Canyon Reservoir Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000
W-80	Dwyer Road Booster (Pump Station)	\$102,429	\$0	\$102,429	\$0	\$0	\$0	\$1,337,571	\$1,150,000	\$2,590,000
W-85	Bell House Valve Replacement	\$49,030	\$0	\$0	\$0	\$0	\$0	\$0	\$527,105	\$576,135
W-86	Holmes Tank Upgrade	\$68,081	\$38,775	\$0	\$7,542	\$0	\$0	\$1,325,000	\$0	\$1,439,398
W-91	Bell Cyn. Creek Flow Measurement	\$122,645	\$0	\$0	\$85,000	\$542,355	\$0	\$0	\$0	\$750,000
W-93	Sludge Handling Program	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
W-101	Tank 2 Rehabilitation	\$0	\$0	\$0	\$60,000	\$690,000	\$0	\$0	\$0	\$750,000
W-106	Pump Station Upgrades	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000
W-108	Lower Reservoir Rehab (York Creek)	\$20,000	\$0	\$0	\$190,695	\$0	\$0	\$0	\$0	\$210,695
W-109	Bell Cyn. Intake Tower Replacement	\$0	\$0	\$0	\$923,640	\$1,500,000	\$0	\$0	\$0	\$2,423,640
W-110	Rutherford Pump Upgrade	\$0	\$0	\$0	\$0	\$50,000	\$450,000	\$0	\$0	\$500,000
W18-111	WTP Condition Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
W18-112	Spill Containment at Bell Creek	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000
W18-113	SCADA Imp. @ Rutherford & Holmes	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
W18-114	Spill Containment at SB Wells	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000
W18-115	Remove Restriction at Rutherford PS	\$0	\$0	\$0	\$50,000	\$100,000	\$0	\$0	\$0	\$150,000
W18-116	Update GIS Maps of Water System	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
W18-117	Water Master Plan Update	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000
W18-118	Replace Mains <6 in Diameter	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$600,000	\$1,000,000
W18-119	Bell Canyon Spillway Stability Assessment	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
W18-120	Bell Canyon Phreatic Surface Monitoring and Assessme	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000
Totals		\$724,729	\$265,154	\$691,352	\$2,934,641	\$7,633,073	\$1,307,595	\$3,312,571	\$3,277,105	\$19,454,868

Table 7.2

**Project Title: Upper York Creek Dam Removal****Address:** Spring Mtn Rd. (APN 022-180-013)**Project Number:** W-26**Project Purpose and Description:**

Complete collaboration with the US Army Corp of Engineers, NOAA-Fisheries, the California department of Fish and Game, and the California regional Water Quality Control Board to remove the dam and restore fish passage in York Creek.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$362,544	\$226,379	\$588,923	\$258,206					\$847,129
Environmental/Planning				\$144,558					\$144,558
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$50,000	\$250,718	\$57,595	\$100,000	\$100,000	\$558,313
Construction Contract				\$500,000	\$4,000,000	\$450,000			\$4,950,000
Contingency									\$0
CIP Overheads									\$0
Total	\$362,544	\$226,379	\$588,923	\$952,764	\$4,250,718	\$507,595	\$100,000	\$100,000	\$6,500,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
General Fund				\$800,000	\$800,000				\$1,600,000
Grant - Prop 84					\$800,000				\$800,000
Grant - EPA SFBWQIF		\$24,923	\$24,923		\$962,953				\$987,876
Water Bond	\$362,544	\$201,456	\$564,000	\$104,876	\$1,639,877	\$507,595	\$100,000	\$100,000	\$3,016,348
Water Utility				\$47,888	\$47,888				\$95,776
Total	\$362,544	\$226,379	\$588,923	\$952,764	\$4,250,718	\$507,595	\$100,000	\$100,000	\$6,500,000



Project Title: Meadowood Tank Upgrades

Address: APN 025-080-029

Project Number: W-27

Project Purpose and Description:

Replace and upgrade the three Meadowood tanks and associated water delivery systems.

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Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design					\$50,000				\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services					\$3,000				\$3,000
Construction Management					\$47,000				\$47,000
Construction Contract					\$350,000				\$350,000
Contingency					\$50,000				\$50,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Impact Fee					\$189,950				\$189,950
Water Bond					\$120,100				\$120,100
Water Utility					\$189,950				\$189,950
Total	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000



Project Title: Bell Canyon Reservoir Improvements

Address: 410 Crystal Springs Rd. (APN 021-420-019)

Project Number: W-35

Project Purpose and Description:

Dredging of Bell Canyon Reservoir will return the storage capacity to design limits.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design								\$50,000	\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management								\$50,000	\$50,000
Construction Contract								\$750,000	\$750,000
Contingency								\$50,000	\$50,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Impact Fee								\$135,000	\$135,000
Water Utility								\$765,000	\$765,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000

**Project Title: Dwyer Road Booster (Pump Station)****Address:****Project Number:** W-80**Project Purpose and Description:**

This is a shared facility between St. Helena, Napa, and Calistoga for moving water up valley. The project will improve system reliability and increase pressure in the southern end of the system.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$102,429						\$187,571		\$290,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management							\$150,000	\$150,000	\$300,000
Construction Contract							\$1,000,000	\$1,000,000	\$2,000,000
Contingency									\$0
CIP Overheads									\$0
Total	\$102,429	\$0	\$0	\$0	\$0	\$0	\$1,337,571	\$1,150,000	\$2,590,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Impact Fee							\$229,595	\$191,666	\$421,261
Water Bond	\$34,143		\$34,143						\$34,143
Water Utility							\$229,595	\$191,667	\$421,262
Other*	\$68,286		\$68,286				\$878,381	\$766,667	\$1,713,334
Total	\$102,429	\$0	\$102,429	\$0	\$0	\$0	\$1,337,571	\$1,150,000	\$2,590,000

*City of Napa lead project. Other funds will come from the other parties sharing in the cost for the upgrades

**Project Title: Bell House Valve Replacement****Address:** APN 021-420-019**Project Number:** W-85**Project Purpose and Description:**

Required by the Division of Safety of Dams (DSOD), replacement is necessary for emergency operation. In the event of an emergency and by order of DSOD that we release water from the reservoir, there is significant risk that the City would not be able to close the valve and stop the water, resulting in draining all of Bell Canyon.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$49,030							\$50,000	\$99,030
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management								\$50,000	\$50,000
Construction Contract								\$377,105	\$377,105
Contingency								\$50,000	\$50,000
CIP Overheads									\$0
Total	\$49,030	\$0	\$0	\$0	\$0	\$0	\$0	\$527,105	\$576,135

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Impact Fee								\$78,916	\$78,916
Water Utility	\$49,030							\$448,189	\$497,219
Total	\$49,030	\$0	\$0	\$0	\$0	\$0	\$0	\$527,105	\$576,135

This project may be moved up pending grant funding from the State as part of 2017 Oroville Dam Disaster



Project Title: Holmes Tank Upgrade

Address: APN 009-131-029 & 019

Project Number: W-86

Project Purpose and Description:

Replace and upgrade Holmes Tank and associated water delivery systems.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed Budget FY 17/18	Projected				
					FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$68,081	\$38,775	\$106,856	\$7,542					\$114,398
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management							\$150,000		\$150,000
Construction Contract							\$1,000,000		\$1,000,000
Contingency							\$175,000		\$175,000
CIP Overheads									\$0
Total	\$68,081	\$38,775	\$106,856	\$7,542	\$0	\$0	\$1,325,000	\$0	\$1,439,398

Funding Sources	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed Budget FY 17/18	Projected				
					FY 18/19	FY19/20	FY20/21	FY21/22	Total
	Water Impact Fee	\$34,040	\$19,387		\$3,771			\$662,500	
Water Utility	\$34,041	\$19,388		\$3,771			\$662,500		\$719,700
Total	\$68,081	\$38,775	\$0	\$7,542	\$0	\$0	\$1,325,000	\$0	\$1,439,398

**Project Title: Bell Cyn. Creek Flow Measurement****Address:** APN 021-420-019 & 012**Project Number:** W-91**Project Purpose and Description:**

Required for measurement of flow into the reservoir to instantaneously release same amount downstream of reservoir. Project to design, permit and construct structure in the creek, includes mitigation. Necessary to achieve compliance with current regulations.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$122,645			\$60,000					\$182,645
Environmental/Planning				\$20,000					\$20,000
Land & Easements									\$0
Legal Services				\$5,000					\$5,000
Construction Management					\$42,355				\$42,355
Construction Contract					\$450,000				\$450,000
Contingency					\$50,000				\$50,000
CIP Overheads									\$0
Total	\$122,645	\$0	\$0	\$85,000	\$542,355.00	\$0	\$0	\$0	\$750,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Impact Fee				\$12,750	\$34,605				\$47,355
Water Bond	\$100,000			\$72,250	\$15,000				\$187,250
Water Utility	\$22,645				\$492,750				\$515,395
Total	\$122,645	\$0	\$0	\$85,000	\$542,355	\$0	\$0	\$0	\$750,000



Project Title: Sludge Handling Program

Address: APN 021-420-005

Project Number: W-93

Project Purpose and Description:

Facility to hold and dry inert sludge prior to proper disposal. Necessary for Storm water regulatory compliance. The MS4 NPDES permits require regulated municipalities to use Best Management Practices to reduce pollutants to the "Maximum Extent Practicable". Under NPDES, SFRWQCB can issue administrative orders against violators, and seek civil or criminal penalties when necessary.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design						\$150,000			\$150,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility						\$150,000			\$150,000
Total	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000



Project Title: Tank 2 Rehabilitation

Address: APN 022-420-019

Project Number: W-101

Project Purpose and Description:

Rehabilitate Tank 2 at Lower Reservoir.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$60,000					\$60,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management					\$60,000				\$60,000
Construction Contract					\$570,000				\$570,000
Contingency					\$60,000				\$60,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$60,000	\$690,000	\$0	\$0	\$0	\$750,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$60,000	\$690,000				\$750,000
Total	\$0	\$0	\$0	\$60,000	\$690,000	\$0	\$0	\$0	\$750,000



Project Title: Pump Station Upgrades

Address: Various

Project Number: W-106

Project Purpose and Description:

Upgrade existing pump stations with back-up power in the event of a power outage as required by the State Department of Health.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$20,000					\$20,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$20,000					\$20,000
Construction Contract				\$160,000					\$160,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$200,000					\$200,000
Total	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000



Project Title: Lower Reservoir Rehab (York Creek)

Address: APN 009-131-013

Project Number: W-108

Project Purpose and Description:

Rehab Lower York Creek Dam as required by the Division of Dam Safety. Repair 12" diameter gate in the outlet tower, repair 24" diameter spillway gate, geotechnical investigation and stability analysis, seismic stability analysis of intake tower and survey and rehab 12 " diameter low level outlet pipe.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$20,000			\$190,695					\$210,695
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$20,000	\$0	\$0	\$190,695	\$0	\$0	\$0	\$0	\$210,695

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility	\$20,000			\$190,695					\$210,695
Total	\$20,000	\$0	\$0	\$190,695	\$0	\$0	\$0	\$0	\$210,695

*The remaining \$290,000 in funding for this project will be allocated from the water utility and is expected in FY 23/24.

Work may move up as required by the State and the 2017 Oroville Dam incident.

**Project Title: Bell Cyn. Intake Tower Replacement****Address:** APN 021-420-019**Project Number:** W-109**Project Purpose and Description:**

Immediate repairs slated are required to be in compliance. Non compliance constitutes a violation of the City's Division of Dam Safety permitted use of Bell Canyon is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application by the State of California Department of Water Resources Division of Dam Safety.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$423,640					\$423,640
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services				\$3,000					\$3,000
Construction Management				\$49,750	\$125,000				\$174,750
Construction Contract				\$400,000	\$1,250,000				\$1,650,000
Contingency				\$47,250	\$125,000				\$172,250
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$923,640	\$1,500,000	\$0	\$0	\$0	\$2,423,640

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Impact Fee				\$138,546					\$138,546
Water Utility				\$785,094	\$1,500,000				\$2,285,094
Total	\$0	\$0	\$0	\$923,640	\$1,500,000	\$0	\$0	\$0	\$2,423,640

CIP FY 16/17 budgeted \$650,000, the funding will be carried over to 17/18 because it was not spent.



Project Title: Rutherford Pump Upgrade

Address: 1851 St Helena Hwy.

Project Number: W-110

Project Purpose and Description:

Upgrade electrical equipment and install permanent structure.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design					\$50,000				\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management						\$50,000			\$50,000
Construction Contract						\$350,000			\$350,000
Contingency						\$50,000			\$50,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$50,000	\$450,000	\$0	\$0	\$500,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility					\$50,000	\$450,000			\$500,000
Total	\$0	\$0	\$0	\$0	\$50,000	\$450,000	\$0	\$0	\$500,000



Project Title: WTP Condition Assessment

Address: APN 021-420-019

Project Number: W18-111

Project Purpose and Description:

This is an assessment to develop short and long term needs of the Louis Stralla Water Treatment Plant.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design							\$150,000		\$150,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility							\$150,000		\$150,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000

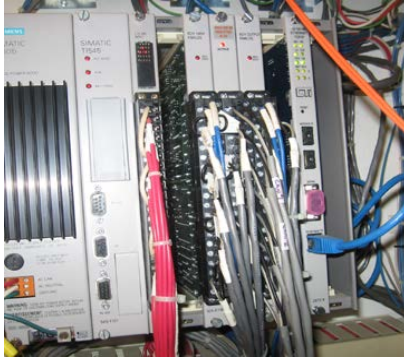
**Project Title: Spill Containment at Bell Creek****Address:****Project Number:** W18-112**Project Purpose and Description:**

Develop spill containment at the chemical building located at the base of the Bell Canyon Dam.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$10,000					\$10,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$10,000					\$10,000
Construction Contract				\$50,000					\$50,000
Contingency				\$5,000					\$5,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$75,000					\$75,000
Total	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000



Project Title: SCADA Imp. @ Rutherford & Holmes

Address:

Project Number: W18-113

Project Purpose and Description:

This project will apply power and instrumentation upgrades to integrate the City's water pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design						\$25,000			\$25,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management						\$25,000			\$25,000
Construction Contract						\$100,000			\$100,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility						\$150,000			\$150,000
Total	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000

**Project Title: Spill Containment at SB Wells****Address:** APN 009-070-027**Project Number:** W18-114**Project Purpose and Description:**

Develop spill containment at the chemical building located adjacent to the Stonebridge Wells.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$10,000					\$10,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$10,000					\$10,000
Construction Contract				\$50,000					\$50,000
Contingency				\$5,000					\$5,000
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$75,000					\$75,000
Total	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000



Project Title: Remove Restriction at Rutherford PS

Address: 1851 St Helena Hwy.

Project Number: W18-115

Project Purpose and Description:

There is a restriction in the 12" water main between the Dwyer Pump Station and Rutherford Pump Station that reduces the amount of water being pumped to the City. This project will locate and remove the restriction(s) in order to maximize water delivery.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$25,000					\$25,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management					\$25,000				\$25,000
Construction Contract				\$25,000	\$75,000				\$100,000
Contingency									\$0
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$50,000	\$100,000	\$0	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$50,000	\$100,000				\$150,000
Total	\$0	\$0	\$0	\$50,000	\$100,000	\$0	\$0	\$0	\$150,000



Project Title: Update GIS Maps of Water System

Address:

Project Number: W18-116

Project Purpose and Description:

This project will update the current GIS Maps of the City water system.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design						\$50,000			\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility						\$50,000			\$50,000
Total	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000



Project Title: Water Master Plan Update

Address:

Project Number: W18-117

Project Purpose and Description:

The primary objective of the Water Master Plan is to update the 2006 comprehensive document and identify recommendations for system improvements, replacement and estimated project costs.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$150,000					\$150,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16		FY 16/17		FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$150,000					\$150,000
Total	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000

The 2016 Rate Study allocated funding for this project in FY 20/21. Council has requested that this project be completed sooner than the rate study identified.



Project Title: Replace Mains <6 in Diameter

Address: Various locations in St. Helena

Project Number: W18-118

Project Purpose and Description:

This annual project will begin the replacement of City water mains. It is anticipated that there will be one project per year.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design							\$30,000	\$40,000	\$70,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management							\$30,000	\$40,000	\$70,000
Construction Contract							\$300,000	\$465,000	\$765,000
Contingency							\$40,000	\$55,000	\$95,000
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$600,000	\$1,000,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility							\$400,000	\$600,000	\$1,000,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$600,000	\$1,000,000



Project Title: Bell Canyon Phreatic Surface Monitoring and Assessment

Address: APN 021-420-019

Project Number: W18-120

Project Purpose and Description:

The Bell Canyon Phreatic Surface Monitoring and Assessment is a new requirement of the Division of Dam Safety as a direct result of the 2017 Oroville Dam incident.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$65,000					\$65,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$65,000					\$65,000
Total	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000



Project Title: Bell Canyon Spillway Stability Assessment

Address: APN 021-420-019

Project Number: W18-119

Project Purpose and Description:

The Bell Canyon Spillway Stability Assessment is a new requirement of the Division of Dam Safety as a direct result of the 2017 Oroville Dam incident. Work will include a reconnaissance-level assessment of the spillway reviewing the geologic, structural or performance issues that could jeopardize its ability during a flood event.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$100,000					\$100,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Other									\$0
Total	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Water Utility				\$100,000					\$100,000
Total	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000

08. INFRASTRUCTURE: WASTEWATER

OVERVIEW

Wastewater collection and treatment includes projects focused on upgrading and improving the infrastructure of the wastewater system. Many of the improvements that have been identified as maintenance needs were identified through the Sewer System Management Plan (SSMP) updated in 2014. In addition to the needs identified in the SSMP, the City complies with all Regional Water Quality Control Board directives and regulatory permits. Funding for Wastewater is comprised of Wastewater rates (paid by consumers) and development impact fees. Wastewater is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Wastewater projects by fiscal year.

Wastewater improvement projects programmed in the Capital Improvement Plan, 2017/18-2021/22 are listed on the following pages. A project is only listed if there is funding programmed in the five-year period.

PROJECTS FUNDED IN FUTURE YEARS

PROJECT NAME	DESCRIPTION
Upgrade Chemical Storage Facilities	Provide a chemical storage facility at the WWTRP that meets the current needs of the facility. The estimated budget for this project is \$500,000, and it is planned to be funded in FY 22/23.

DEFERRED (UNFUNDED) PROJECTS

PROJECT NAME	DESCRIPTION
Recycled Water (Tertiary Treatment)	A study will be conducted in FY 21/22 to determine the feasibility of Tertiary Treatment at the WWTRP. This project would include the necessary improvements to provide Tertiary Treatment at the WWTRP. There is no estimated budget for this project at this time. Project Number: S-09
Oak Ave Sewer Line & Storm Drain Replacement	Historically, the area along Oak Avenue cannot handle the high hydraulic water pressure during a large rain storm. Additionally, the sewer line in this area is not large enough to handle the current wastewater flow rates. There is no estimated budget for this project at this time. Project Number: S-64

Wastewater Summary of 5-Year CIP (By Funding Source)									
	Actual Life to Date thru FY 15/16	Estimated FY 16/17	Estimated Life to date thru FY 16/17	Proposed FY 17/18 Budget	Projected				
					FY 18/19	FY19/20	FY20/21	FY21/22	Total Funding by Source
Wastewater Impact Fee	\$0	\$0	\$0	\$15,486	\$113,250	\$102,000	\$0	\$0	\$230,736
Wastewater Utility	\$45,138	\$199,136	\$244,274	\$2,100,754	\$4,290,750	\$4,427,000	\$403,000	\$1,428,000	\$12,893,778
Total									\$13,124,514

Table 8.1

FY 18/22 Budgeted Projects:

Wastewater Summary of 5-Year CIP (Project List)										
Project No.	Project Name	Actual Life	Estimated FY	Estimated Life to date	Proposed FY	Projected				Total Project Amount
		to Date thru FY 15/16		16/17		thru FY 16/17	17/18 Budget	FY 18/19	FY19/20	
S-52	WWTP Phase 1 Upgrades	\$45,138	\$187,376	\$232,514	\$1,386,000	\$3,271,000	\$3,271,000	\$0	\$0	\$8,160,514
S-53	Reclamation Field Improvements	\$0	\$11,760	\$11,760	\$28,240	\$680,000	\$680,000	\$0	\$0	\$1,400,000
S-61	Pond 2 & 3 Levee	\$0	\$0	\$0	\$60,000	\$60,000	\$0	\$0	\$0	\$120,000
S-62	Facilities Automation	\$0	\$0	\$0	\$144,000	\$0	\$0	\$0	\$0	\$144,000
S-66	New Well at WWTP	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000
S-67	Sludge Removal	\$0	\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$0	\$150,000
S-69	Temporary Trailer @ WWTP	\$0	\$0	\$0	\$8,000	\$3,000	\$3,000	\$3,000	\$3,000	\$20,000
S18-70	Replace 1% of Sewer Mains Annually	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
S18-71	Crinella Pump Station Upgrade	\$0	\$0	\$0	\$0	\$75,000	\$425,000	\$0	\$0	\$500,000
S18-72	Add Sewer Pump Stations to SCADA	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$150,000
S18-73	Wet Weather Flow Monitoring	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
S18-74	Update GIS Maps of Sewer System	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
S18-75	Sewer Master Plan	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000
S18-76	Replace Rodding Machine	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$40,000
S18-78	Recycled Water Feasibility Study	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
S18-79	Replace Operations Building and Shop	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,000,000	\$1,100,000
S18-80	WWTP Phase 2 Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000
Totals		\$45,138	\$199,136	\$244,274	\$2,116,240	\$4,404,000	\$4,529,000	\$403,000	\$1,428,000	\$13,124,514

Table 8.2



Project Title: WWTP Phase 1 Upgrades

Address: 1 Chaix Ln

Project Number: S-52

Project Purpose and Description:

Per the State Cease and Desist Order, upgrade the plant to meet compliance requirements by 2021.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design	\$45,138	\$187,376	\$232,514	\$1,346,000					\$1,578,514
Environmental/Planning				\$35,000					\$35,000
Land & Easements									\$0
Legal Services				\$5,000	\$2,500	\$2,500			\$10,000
Construction Management					\$268,500	\$268,500			\$537,000
Construction Contract					\$3,000,000	\$3,000,000			\$6,000,000
Contingency									\$0
CIP Overheads									\$0
Total	\$45,138	\$187,376	\$232,514	\$1,386,000	\$3,271,000	\$3,271,000	\$0	\$0	\$8,160,514

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility	\$ 45,138	\$ 187,376	\$ 232,514	\$ 1,386,000	\$ 3,271,000	\$ 3,271,000			\$ 8,160,514
Total	\$45,138	\$187,376	\$232,514	\$1,386,000	\$3,271,000	\$3,271,000	\$0	\$0	\$8,160,514

**Project Title: Reclamation Field Improvements****Address:** 1 Chaix Ln**Project Number:** S-53**Project Purpose and Description:**

Replace the spray field irrigation system on approximately 80 acres in order to adequately discharge secondary treated water as part of the Wastewater Reclamation and Treatment Plant permit.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design		\$11,760	\$11,760	\$28,240					\$40,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services					\$2,000	\$2,000			\$4,000
Construction Management					\$60,000	\$60,000			\$120,000
Construction Contract					\$560,000	\$560,000			\$1,120,000
Contingency					\$58,000	\$58,000			\$116,000
CIP Overheads									\$0
Total	\$0	\$11,760	\$11,760	\$28,240	\$680,000	\$680,000	\$0	\$0	\$1,400,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Impact Fee				\$4,236	\$102,000	\$102,000			\$208,236
Wastewater Utility		\$11,760	\$11,760	\$24,004	\$578,000	\$578,000			\$1,191,764
Total	\$0	\$11,760	\$11,760	\$28,240	\$680,000	\$680,000	\$0	\$0	\$1,400,000



Project Title: Pond 2 & 3 Levee

Address: 1 Chaix Ln

Project Number: S-61

Project Purpose and Description:

Rock slope protection and levee repairs.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$9,000	\$9,000				\$18,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$6,000	\$6,000				\$12,000
Construction Contract				\$45,000	\$45,000				\$90,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$60,000	\$60,000	\$0	\$0	\$0	\$120,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$60,000	\$60,000				\$120,000
Total	\$0	\$0	\$0	\$60,000	\$60,000	\$0	\$0	\$0	\$120,000



Project Title: Facilities Automation

Address: 1 Chaix Ln

Project Number: S-62

Project Purpose and Description:

Integrate Wastewater Treatment and Reclamation Plant facilities with Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$20,000					\$20,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$10,000					\$10,000
Construction Contract				\$100,000					\$100,000
Contingency				\$14,000					\$14,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$144,000	\$0	\$0	\$0	\$0	\$144,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$144,000					\$144,000
Total	\$0	\$0	\$0	\$144,000	\$0	\$0	\$0	\$0	\$144,000



Project Title: New Well at WWTP

Address: 1 Chaix Ln

Project Number: S-66

GL Code(s):

Project Purpose and Description:

Install a new well for domestic water use at the Wastewater Treatment and Reclamation Plant.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$10,000					\$10,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$5,000					\$5,000
Construction Contract				\$50,000					\$50,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$65,000					\$65,000
Total	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$65,000



Project Title: Sludge Removal

Address: 1 Chaix Ln

Project Number: S-67

Project Purpose and Description:

Remove accumulated sludge from Ponds 1B and 2.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 15/16	FY 16/17	Life to date thru FY 16/17	Budget FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$20,000					\$20,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$5,000	\$10,000				\$15,000
Construction Contract				\$50,000	\$65,000				\$115,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated	Proposed	Projected				
	FY 16/17	FY 16/17	Life to date thru	Budget	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Impact Fee				\$11,250	\$11,250				\$22,500
Wastewater Utility				\$63,750	\$63,750				\$127,500
Total	\$0	\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$0	\$150,000



Project Title: Temporary Trailer @ WWTP

Address: 1 Chaix Ln

Project Number: S-69

Project Purpose and Description:

The temporary trailer will allow staff to have a more effective working and operating space until the construction of the new office and equipment storage facility is completed in FY 21/22.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design									\$0
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services				\$1,000					\$1,000
Construction Management									\$0
Construction Contract				\$7,000	\$3,000	\$3,000	\$3,000	\$3,000	\$19,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$8,000	\$3,000	\$3,000	\$3,000	\$3,000	\$20,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$8,000	\$3,000	\$3,000	\$3,000	\$3,000	\$20,000
Total	\$0	\$0	\$0	\$8,000	\$3,000	\$3,000	\$3,000	\$3,000	\$20,000



Project Title: Replace 1% of Sewer Mains Annually

Address: Various

Project Number: S18-70

Project Purpose and Description:

This annual project will begin the replacement of City sewer mains. It is anticipated that there will be one project per year.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management				\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Construction Contract				\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Contingency				\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Total	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000

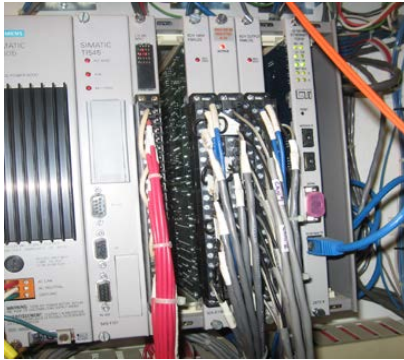
**Project Title: Crinella Pump Station Upgrade****Address:****Project Number:** S18-71**Project Purpose and Description:**

The Crinella Pump Station is located within the Crinella residential neighborhood. It pumps raw wastewater out of Crinella to a gravity sewer main on Railroad Avenue which then goes to the City's wastewater treatment plant. This project will update the structure and pumping systems. It will also include construction of a filter system to control odors.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design					\$73,000				\$73,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services					\$2,000				\$2,000
Construction Management						\$50,000			\$50,000
Construction Contract						\$325,000			\$325,000
Contingency						\$50,000			\$50,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$75,000	\$425,000	\$0	\$0	\$500,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility					\$75,000	\$425,000			\$500,000
Total	\$0	\$0	\$0	\$0	\$75,000	\$425,000	\$0	\$0	\$500,000



Project Title: Add Sewer Pump Stations to SCADA

Address:

Project Number: S18-72

Project Purpose and Description:

This project will apply power and instrumentation upgrades to integrate the City's two wastewater pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design							\$50,000		\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract								\$100,000	\$100,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility							\$50,000	\$100,000	\$150,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$150,000



Project Title: Wet Weather Flow Monitoring

Address: 1 Chaix Ln

Project Number: S18-73

Project Purpose and Description:

This project will provide the City with a sanitary sewer flow monitoring and inflow/infiltration study that identifies areas of storm water and groundwater inflows into the City's sewer system.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design					\$50,000				\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility					\$50,000				\$50,000
Total	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000



Project Title: Update GIS Maps of Sewer System

Address:

Project Number: S18-74

Project Purpose and Description:

This project will update the current GIS Maps of the City sewer system.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$50,000					\$50,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$50,000					\$50,000
Total	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000

**Project Title: Sewer Master Plan****Address:** 1 Chaix Ln**Project Number:** S18-75**Project Purpose and Description:**

The primary objective of the Sewer Master Plan is to create a comprehensive document identifying estimated sewer collection capacity, the age and capability of the existing collection system. The study will provide recommendations for system improvements, replacement and estimated project costs.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design				\$150,000					\$150,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility				\$150,000					\$150,000
Total	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000



Project Title: Replace Rodding Machine

Address: 1 Chaix Ln

Project Number: S18-76

Project Purpose and Description:

Replace aged equipment that is used to clean the sewer system.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design									\$0
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract					\$40,000				\$40,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$40,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility					\$40,000				\$40,000
Total	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$40,000



Project Title: Recycled Water Feasibility Study

Address: 1 Chaix Ln

Project Number: S18-78

Project Purpose and Description:

This study will determine the feasibility of using recycled water to offset the use of fresh/potable water from local supplies.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design								\$75,000	\$75,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract									\$0
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility								\$75,000	\$75,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000

**Project Title: Replace Operations Building and Shop****Address:** 1 Chaix Ln**Project Number:** S18-79**Project Purpose and Description:**

This project will replace the existing operations building and equipment shop at the Wastewater Treatment and Reclamation Plant.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design							\$98,000		\$98,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services							\$2,000		\$2,000
Construction Management								\$50,000	\$50,000
Construction Contract								\$900,000	\$900,000
Contingency								\$50,000	\$50,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,000,000	\$1,100,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility							\$100,000	\$1,000,000	\$1,100,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,000,000	\$1,100,000

This is expected to be a \$3M project, the remaining funding for this project is budgeted in FY 22/23.

**Project Title: WWTP Phase 2 Upgrades****Address:** 1 Chaix Ln**Project Number:** S18-80**Project Purpose and Description:**

Wastewater Treatment and Reclamation Plant Phase 2 Upgrades will upgrade the Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

Financial Overview:

Phase	Prior Years			2017-2022 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Design							\$100,000		\$100,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services									\$0
Construction Management									\$0
Construction Contract								\$100,000	\$100,000
Contingency									\$0
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	Total
Wastewater Utility							\$100,000	\$100,000	\$200,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000

This is expected to be a \$400,000 project, the remaining funding for this project is budgeted in FY 22/23 and FY 23/24.

CITY OF ST. HELENA

RESOLUTION NO. _____

**ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR
FISCAL YEARS 2017/2018 TO 2021/2022 AND AUTHORIZING BUDGET
TRANSFERS**

RECITALS

- A. The City of St Helena has prepared a Five Year Capital Improvement Plan (CIP) which sets forth a funding strategy for proposed capital projects.
- B. The CIP is a planning tool that identifies anticipated capital improvements for fiscal years 2017/2018 to 2021/2022.
- C. The CIP also identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement projects.
- D. The expenditures shown for the first year of the CIP comprise the Capital Budget starting in fiscal year 2017/2018. Subsequent years are also included in the CIP, although these “future years” are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections.
- E. The CIP is anticipated to be updated annually, as a whole, and amendments can be considered by the City Council at any time.
- F. City Council of the City of St Helena has designated the City Planning Commission as the planning agency for the City of St Helena.
- G. State Law requires that designated planning agencies review their agency's capital improvement plan to ensure compliance with the adopted General Plan.
- H. On August 1, 2017 the Planning Commission, during a regularly scheduled meeting, considered the projects and programs for FY 2017/18 in the City's Capital Improvement Plan and their conformity to the adopted City General Plan.
- I. A majority of the fiscal impact to the CIP was identified in the operating budget approved for Fiscal Year 2017/2018. However, additional funding needs to be transferred from the following fund balances to the corresponding CIP Project Budget:

Fund Balance	CIP Budget	Project	Amount
Gas Tax	741 Streets		
		R-77 Railroad Curb Ramp	\$11,000
		R18-79 Pavement Restoration	\$50,000
		Budget Transfer Total	\$61,000
Water Net Position	763 Water		
		W18-117 Water Master Plan Update	\$150,000
		W18-119 Bell Canyon Spillway Stability Assessment	\$100,000
		W18-120 Bell Canyon Phreatic Surface Monitoring and Assessment	\$65,000
		Budget Transfer Total	\$315,000
Wastewater Net Position	773 Wastewater		
		S-52 WWTRP Phase I Upgrades	\$686,406
		S18-75 Wastewater Master Plan	\$150,000
		Budget Transfer Total	\$836,406

RESOLUTION

NOW, THEREFORE, the City Council of the City of St Helena resolves as follows:

- A. The Five Year Capital Improvement Plan for Fiscal Years 2017/2018 to 2021/2022 is hereby adopted; and
- B. Approves the budget transfer of \$61,000 from gas tax fund balances to the 741 Capital Improvements Plan Street Project Budget account; and
- C. Approves the budget transfer of \$315,000 from water net position fund balance to the 763 Capital Improvements Plan Water Project budget account leaving a net position of 83% in the Water Fund; and
- D. Approves the budget transfer of \$836,406 from wastewater net position fund balance to the 773 Capital Improvements Plan Wastewater Project budget account leaving a net position of 26% in the Wastewater Fund.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: New Business

Subject: Review and direction on a request from Our Town St Helena to use Affordable Housing Trust Fund monies to cover the Development Impact Fees for the approved 8-unit affordable housing project located at 684 McCorkle (aka Brenkle Court) for a not to exceed total of \$320,000.

CEQA Determination: Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Noah Housh, Planning & Community Improvement Director

Reviewed By: Mark Prestwich, City Manager

Approved By: Mark Prestwich, City Manager

BACKGROUND

The City purchased 684 McCorkle Avenue for \$700,000 in 2013 with funds from the City's Affordable Housing Trust Fund (AHTF) and a loan from the City's General Fund.

On May 12, 2015, the City agreed to sell the property (appraised at \$920,000) for \$1 to Our Town St. Helena (OTSH) to facilitate the development of eight affordable housing units. As a component of this development project, OTSH was required to obtain discretionary and building permit approvals for the proposed project, the cost of which is typically covered through application fees paid by the project developer.

On February 23, 2016, the City Council approved using up to \$65,000 in Affordable Housing Trust Fund monies to cover the planning entitlement and building permit application fees for the OTSH project. The application costs were a Major Subdivision/Tentative Map (\$7,800), Design Review (\$3,700), Demolition (\$1,700), a Public Hearing fee (\$600), the review of the final subdivision map by Public Works (\$2,500), and the building permit (approximately \$8,000), not including Development

Impact Fees. The total estimated cost for these fees was approximately \$32,000-\$65,000. The actual cost was significantly lower at \$24,300 (building permit application fee is an estimate).

On June 14, 2016, the City Council authorized the use of up to \$100,000 in additional AHTF monies to secure the designation of up to 2 units as Very Low Income (the existing approved project is restricted to Low Income affordability levels).

On December 13, 2016, in granting the final discretionary approval of the project, the City Council authorized the use of Affordable Housing Trust Funds to cover the \$31,500 cost of an in-lieu water neutrality payment.

The actual cost of the entitlement fees was \$55,800 (\$24,300 in application fees and 31,500 in in-lieu water neutrality fees).

DISCUSSION

As mentioned, the previous request for assistance with the cost of the project's application fees did not include the cost of the Development Impact Fees. On May 14, 2017, OTSH filed a letter with City staff requesting that these fees also be covered through the use of Affordable Housing Trust Fund (AHTF) monies. The 8-unit project is expected to generate approximately \$316,435.67 in development impact fees. A breakdown of their fee estimate is attached for the Council to review.

The Affordable Housing Trust Fund currently has approximately \$1,519,014 in funds available. However previous commitments from the fund include \$700,000 (Turley Flats) + \$55,800 (Brenkle Ct application Fees and In-Lieu Payment) + \$100,000 (OTSH for potential Very Low Income Residents) leaving approximately \$663,214.

FISCAL IMPACT

The request to have the Development Impact Fees fees for the OTSH McCorkle project covered with funds from the Affordable Housing Trust Fund will have no direct impact on the City's General Fund. If approved, the Development Impact fees triggered by the development of Brenkle Ct (approximately \$316,435) would be transferred from the Affordable Housing Trust Fund, leaving an approximate balance of \$346,779.00

RECOMMENDED ACTION

It is recommended the City Council consider the request from OTSH, and provide direction to staff whether to off-set the required development impact fees with funds from the Affordable Housing Trust Fund for their project at 684 McCorkle, with a total not to exceed \$320,000.

ATTACHMENTS

[Attachment 1 CC Reso-OTSH Fee Waiver 2](#)

[Attachment 2 OTSHFeeWaiverLetter](#)

[Attachment 2 A. OTSH Estimate of BrenkleCourtFeeWaivers \(2\)](#)

[Attachment 3 Estimate of OUR TOWN AFFORDABLE HOUSING IMPACT FEES-
Brinkle Ct](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Resolution of the Council of
the City of St Helena approving
the use of Affordable Housing
Trust Fund monies to pay the
Development Impact Fees
associated with the Our Town
St Helena Brenkel Court
Affordable Housing
Development**

RECITALS

- A. Whereas on May 12, 2015, the City Council agreed to sell 684 McCorkle to Our Town St Helena (OTSH) for \$1.00 to facilitate the development of the 8-unit Brenkle Court self-help affordable housing project (Resolution 2015-51); and
- B. Whereas on February 23, 2016, the City Council by majority vote, approved funding the City's permit application fees and water neutrality in-lieu fee for the Brenkle Ct project from the Affordable Housing Trust Fund (AHTF) in an amount not to exceed \$65,000; and
- C. Whereas on June 14, 2016, the City Council approved granting up to an additional \$100,000 from the AHTF to facilitate designating one or two units in the Brenkle Ct project for Very Low Income residents (Resolution 2016-79); and
- D. Whereas on May 14, 2017, the City received a letter from Mary Stephenson of Our Town St Helena (OTSH), requesting that the City also cover the cost of the development impact fees for the Brenkle Court project, estimated to be approximately \$320,000, with funds from the AHTF.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. To grant and approve the request from OTSH to allow funds from the AHTF to be used to cover the development impact fees associated with the Brenkle Ct eight-unit affordable housing project, for a total amount not to exceed \$320,000.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2017, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Koberstein: _____

Councilmember Dohring: _____

Councilmember Ellsworth: _____

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



May 14, 2017

Mr. Noah Housh
Director of Planning & Community Development
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Subject: Brenkle Court Fee Waiver Request

Dear Noah,

This letter will confirm OTSH's request for additional fee waivers for Brenkle Court, our Mutual Self-Help Homeownership project located at 684 McCorkle in St. Helena. As you know this project is primarily funded by USDA Rural Development on land donated by the City of St. Helena.

At their February 23, 2016 meeting, the City Council approved a range of \$32,000 to \$65,000 in fee waivers for this project, indicating that these funds would be drawn from the Affordable Housing Fund. Since then, the Council has agreed that this project would not be subject to the water neutrality requirement and the St. Helena Unified School District has waived the school mitigation fee because the project is 100% affordable housing. We also know that the project is exempt from the Use Permit Fee and the Housing Impact Fee.

OTSH's current request covers all the other City fees associating with development of this property. By our estimate, this is a total of approximately \$140,000 as indicated on the attached spreadsheet. We defer to you to determine the exact amount of this request, the dollar value of waivers granted to date and, thus,

the requested amount to be presented to the City Council for their consideration in August.

We make this request based on the fact that St. Helena is in dire need of affordable housing for its workforce and because this project is the first low-income self-help project undertaken in our town in over 25 years. To qualify for this affordable housing development, a family has a fairly narrow window of eligibility. Specifically, they can't earn above 80% Median Income for Napa County, but they must earn a sufficient amount to qualify for the USDA Mortgage Loans. Therefore, every dollar makes a difference.

Consequently, the substantial fees that would be charged to these families may well increase their cost to a level where they become ineligible. Since we are already operating under a thin margin of error in terms of eligible households, we believe that it is necessary to avoid the payment of these fees.

Please take our request under consideration and let us as know if you need any other information.

We appreciate your continued support and assistance for this important project.

Sincerely,
Mary

Mary Stephenson,
Board President, OTSH
707 849 2583
stepcomm@aol.com

1 Attachment

HISTORY:

OTSH Fees Waivers Requested 1/21/16

Minor Subdivision	\$ 6,300
Use Permit (if required)	\$ 5,200
Pre-Application Review	\$ 4,200
Demolition Permit	\$ 1,700
Public Works -Land Subdivision (est.)	\$ 40,000
	<u>\$ 57,400</u>

Council Meeting Staff Report 2/23/16

Major Subdivision (up to)	\$ 35,000
Use Permit	\$ 5,200
Design Review	\$ 3,700
Demolition	\$ 1,700
CEQA Analysis - est.	\$ 10,000
Public Hearing	\$ 600
Public Works Review of Final Map	\$ 2,500
Building Division	\$ 8,000
	<u>\$ 66,700</u>

Council Voted 5-0 to approve fees from the AHF in the range of \$32K to \$65K (as stated in meeting minutes)

FEES NOT APPLICABLE TO THIS PROJECT

Use Permit	\$ 5,200
Housing Impact Fees	\$ 63,543
SHUSD Mitigation Fee - policy change	\$ 41,626
Water Neutrality/Toilet Retrofit	

BRENKLE COURT - CITY FEES WAIVED OR PAID BY AFFORDABLE HOUSING FUND 8/3/2017

CURRENT REQUEST		Total square feet: 13008 (1626 sq.ft. per unit including garage)	
	Per SF of Bldg.	SF all Const	2.5% const.
Public Safety	1.13		\$ 14,699
Civic Improvements	2.11		\$ 27,447
Water Impact Fee	1.73		\$ 22,504
Water Meter Installation Fee		\$300/unit	\$ 2,400
Sewer Impact Fee	0.49		\$ 6,374
Storm Drainage Impact Fee	0.79		\$ 400
Traffic Mitigation Impact Fee	2.1		\$ 27,317
		Subtotal	\$ 101,140
Building Permit*			\$ 16,707
Plan Check		65% of BP	\$ 10,860
Mechanical Permit	.0175+\$20	1000	\$ 248
Plumbing Permit			\$ 678
Electrical Permit			\$ 376
Grading Permit - \$275			\$ 275
Strong Motion Tax		0.0001	\$ 455
Building Standards Fee		\$1/\$25,000	\$ 182
		Subtotal	\$ 29,781
*Building Permit: \$5608.75+\$3.15 per \$1K over \$1MM			
		TOTAL REQUEST	\$ 130,921

SUMMARY	
Total OTSH Requested Fee Waivers:	\$ 188,321
Fees waived to date:	?
Remainder of Approved \$32K to \$65K :	?
Additional OTSH Fee Waiver Request:	?
NOTE: FEE ARE NOT ACTUALLY WAIVED BUT ARE TAKEN FROM THE CITY'S AFFORDABLE HOUSING FUND.	

PHASE	LOT NO	PERMIT NUMBER	ADDRESS	APN	PLAN TYPE	1 ST FLOOR
			684 MCCORKLE	009-502-007		12733
Total			0			

PUBLIC SAFETY	\$	1.17	\$	17,471.61	CITY
CIVIC IMPROVEMENT	\$	2.19	\$	27,885.27	STATE
PARK IMPAC	\$	13.70	\$	174,442.10	ADDRESS
WATER SYSTEM	\$	1.44	\$	18,335.52	ZIP
SEWER IMPACT	\$	0.74	\$	9,422.42	PHONE NUMBER
STORM DRAINAGE	\$	0.78	\$	11,647.74	EMAIL
TRAFFIC MITIGATION	\$	2.65	\$	33,742.45	OWNER

TOTAL IMPACT	\$	292,947.11	
TOTAL STATE	\$	1,024.00	
PLAN CHECK FEES NMR	\$	12,433.34	12733 SQ FT
INSPECTION FEES NMR	\$	4,343.22	
PLAN CHECK FEES UOCC	\$	2,538.00	275 SQ FT.
INSPECTION FEES UOCC	\$	943.00	
8 HOURS INSPECTIONS	\$	1,224.00	
	\$	-	

TOTAL CITY FEES DUE: \$ 315,452.67

PERMIT NUMBER	ADDRESS	APN
FIRE SPRINKLER FEES	\$	983.00 FOR 20 HEADS
FIRE PLAN STATE FEES	\$	-

TOTAL CITY FEES DUE: \$ 983.00

GARAGE	TOTAL HABITABLE	TOTAL FLOOR	VALUATION	SMI	CALIF BLDG	B.D. FEES	TRANSPORTATION
2200	12733	14933		\$ 896.00	\$ 128.00		\$ 33,742.45

PARKS	PUBLIC SAFETY	CIVIC FAC.	WATER SYSTEM	WW SYS	DRAINAGE	HOUSING	TOTAL	SCHOOL
\$ 174,442.10	\$ 17,471.61	\$ 27,885.27	\$ 18,335.52	\$ 9,422.42	\$ 11,647.74	\$ -	\$ 293,971.11	#REF!



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: **New Business**

Subject: **Council Discussion and Direction on Disclosing Water and Wastewater Customer's Usage Data Pursuant To The California Public Records Act**

CEQA **Not a CEQA project**
Determination:

Prepared By: Jennifer Tuell, Water Conservation Coordinator

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark Prestwich, City Manager

BACKGROUND

The City's longstanding policy has been to withhold utility customer usages information, in accordance with the California Public Records Act (PRA). Accordingly, at recent City Council meetings, and in response to recent PRA requests, the City has continued to advise the public that utility usage data is exempt from disclosure under the PRA. The issue was raised again most recently at the Council meeting on July 11, 2017, when staff presented information on the known water agreements between the City and various entities. At that meeting again, staff reiterated that the City's longstanding policy has been to not release utility customer consumption data.

DISCUSSION

The general rule under the PRA is contained in Government Code section 6254.16.

Government Code section 6254.16 states:

Nothing in this chapter shall be construed to require the disclosure of the name, credit history, utility usage data, home address, or telephone number of utility customers of local agencies, except that disclosure of name, utility usage data, and the home address of utility customers of local agencies shall be made available upon request as follows:

- a. To an agent or authorized family member of the person to whom the information pertains.
- b. To an officer or employee of another governmental agency when necessary for the performance of its official duties.
- c. Upon court order or the request of a law enforcement agency relative to an ongoing investigation.
- d. Upon determination by the local agency that the utility customer who is the subject of the request has used utility services in a manner inconsistent with applicable local utility usage policies.
- e. Upon determination by the local agency that the utility customer who is the subject of the request is an elected or appointed official with authority to determine the utility usage policies of the local agency, provided that the home address of an appointed official shall not be disclosed without his or her consent.
- f. Upon determination by the local agency that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure.

Although Section 6254.16 creates the general exemption from disclosure, which the City has adhered to over the years, it allows for specific exceptions that would allow for disclosure under certain circumstances. For example, some water providers in the state have released customer consumption data for high water users during the drought. This disclosure is sometimes referred to as “water shaming”.

Under the terms of Section 6254.16, utility usage information either may or must be disclosed under the circumstances set forth in subsections (a)-(f). Subsection (f) reserves ability for the “local agency” (here the City Council) to determine that disclosure of information clearly outweighs the interest in nondisclosure.

Staff would like Council to provide clear direction under Government Code section 6254.16, on the question required to be answered before the City may order disclosure under Section 6254.16(f), namely, whether and how the public interest in disclosure of customer data **clearly** outweighs the interest in nondisclosure.

Although the Council is the ultimate arbiter of these questions, staff would note that where this issue has arisen elsewhere, the interest in disclosure has been described to include the public’s need to understand and manage its water resources, and ensure that those resources are allocated fairly and used appropriately.

Conversely, the interest in nondisclosure has been described to include the desire to avoid shaming certain customers, and thereby exposing them to harassment, and to avoid unfairness and (for commercial users) competitive disadvantages arising from the fact that not all water providers are subject to the PRA or choose to disclose usage information.

If Council determines that there are circumstance in which there is a public interested in releasing customer data, staff is also seeking Council to define what information is disclosed and parameters on how it is disclosed. Depending on the outcome of the Council’s discussion and direction, staff can return to the Council with a draft resolution and/or administrative policy memorializing the Council’s direction.

FISCAL IMPACT

There are no known fiscal impacts to the City at this time.

RECOMMENDED ACTION

Staff recommends the City Council discuss the disclosure of water consumption data and provide clear direction to staff on whether consumption data is to be disclosed, how information should be disclosed and under what circumstances, and determine as required by Section 6254.16 whether the “public interest” in disclosure clearly outweighs the public interest in nondisclosure.



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: New Business

Subject: Consideration to designate one member of the St. Helena City Council as the 2017 League of California Cities Annual Conference voting delegate and designate two alternate voting delegates

CEQA Not a CEQA project
Determination:

Prepared By: Cindy Black, City Clerk

Reviewed By: Mark Prestwich, City Manager

Approved By: Mark Prestwich, City Manager

BACKGROUND

The League of California Cities 2017 Annual Conference is scheduled for September 13-15 in Sacramento. As part of the Conference, the League will hold its annual business meeting, during which League membership considers and takes action on resolutions that establish League policy. In order to vote at the annual business meeting, the League requires City Council action to designate a voting delegate and alternates.

Council will review and take a position on the League's proposed resolutions under a separate agenda item. The delegate would then vote according to the City's position on each resolution during the business meeting.

DISCUSSION

Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Dohring, Councilmember Ellsworth and City Manager Mark Prestwich are the representatives of the City of St. Helena attending the League of California Cities 2017 Annual Conference.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Confirm a voting delegate and two alternate voting delegates for the 2017 League of California Cities Annual Conference.

ATTACHMENTS

[Attachment 1 - League of California Cities request for voting delegate designation.](#)



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m. – Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

League of California Cities
ATTN: Carly Shelby
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Report to the City Council
Council Meeting of August 8, 2017

Agenda Section: New Business

Subject: City Council to review two proposed resolutions for consideration at the League of California Cities Annual Conference and provide voting direction to the voting delegate and alternate voting delegates

CEQA Determination: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Reviewed By: Mark Prestwich, City Manager

Approved By: Mark Prestwich, City Manager

BACKGROUND

The 2017 League of California Cities 119th Annual Conference will be held from September 13-15 in Sacramento. The League of California Cities Annual Business Meeting and General Assembly will take place on Friday, September 15, 2017, after the close of the League's Annual Conference. The delegates in attendance at the General Assembly will be asked to vote on two resolutions developed for the Assembly's consideration.

DISCUSSION

The resolutions to be considered at the meeting are listed below and outlined in the attached packet.

1. A resolution of the League of California Cities calling upon the Governor and legislature to enter into discussion with League and other public safety stakeholders to identify and implement strategies that will reduce the unintended negative impacts of existing criminal law.

Resolution 1 seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors,

and Proposition 57 (2016), which revised the rules of parole for what are designated “non-violent” offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

2. A resolution of the League of California Cities supporting legislation amending Government Code Section 38611 to clarify the definition of local control providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Resolution 2 calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

FISCAL IMPACT

Unknown

RECOMMENDED ACTION

Staff recommends for Council to discuss and consider the proposed resolutions. Provide direction to the City's voting delegates for participation at the League of California Cities Annual Business Meeting and General Assembly on Friday, September 15, 2017.

ATTACHMENTS

[2017 Annual Conference Resolutions Packet](#)



***Annual Conference
Resolutions Packet***

2017 Annual Conference Resolutions



***Sacramento, California
September 13 – 15, 2017***

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolutions referred to it. The committee is Public Safety. The committee will meet from 9:00 – 11:00 a.m. on Wednesday, September 13, at the Hyatt Regency. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 14, at the Hyatt Regency in Sacramento, to consider the report of the policy committee regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 14. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 13

Hyatt Regency Sacramento

1209 L Street, Sacramento

9:00 – 11:00 a.m.: Public Safety

General Resolutions Committee

Thursday, September 14, 1:00 p.m.

Hyatt Regency Sacramento

1209 L Street, Sacramento

Annual Business Meeting and General Assembly Luncheon

Friday, September 15, 12:30 p.m.

Sacramento Convention Center

1400 J Street, Sacramento

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Implement Strategies to Reduce Negative Impacts of Recent Changes to Criminal Laws			
2	Local Control for Emergency Medical Response			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

2017 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

1. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSION WITH LEAGUE AND OTHER PUBLIC SAFETY STAKEHOLDERS TO IDENTIFY AND IMPLEMENT STRATEGIES THAT WILL REDUCE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW

Source: City of Whittier

Concurrence of five or more cities/city officials: Cities: La Mirada; Lakewood; Monrovia; Pico Rivera; Rolling Hills; Santa Fe Springs; and South Gate

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, during the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Many of those changes have been needed and necessary, as not all crimes should be punished with jail sentences; and

WHEREAS, California cities, counties, and the State, however, are facing increased crime which endangers the health and safety of police officers, residents, business owners, and property due to some of these legislative changes which created a situation where violent and career criminals are serving little to no prison time; and

WHEREAS, negative impacts from State legislative changes have been far reaching and crime rates and the number of victims are skyrocketing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders; and

WHEREAS, incentives for offenders to voluntarily enroll in substance abuse programs have diminished, which has had the effect of eroding the safety of our communities; and

WHEREAS, AB 109 transferred nearly 45,000 felons from the State prison system to local jail facilities, which were not designed to house criminals on a long-term basis and were unprepared for such an increase in incarcerations, resulting in lower-level criminals being released early, directly impacting rising property crime rates throughout the State; and

WHEREAS, many probationers who have severe mental illness are released into communities where they continue to commit crimes that adversely impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

WHEREAS, Proposition 47, The Safe Neighborhoods and Schools Act, downgraded a number of serious crimes from felonies to misdemeanors—drug possession, repeated shoplifting, forging checks, gun theft, and possession of date-rape drugs; and

WHEREAS, Proposition 57 categorizes rape by intoxication, rape of an unconscious person, human trafficking involving sex with minors, drive-by shooting, assault with a deadly weapon, domestic violence, hate crime causing physical injury, and corporal injury to a child as “non-violent” felonies and offenders convicted of violating such laws are able to avoid appropriate prison sentences; and

WHEREAS, under Proposition 57, criminals who commit multiple crimes against multiple victims will be eligible for release at the same time as offenders who only committed a single crime against a single victim and allows repeat criminals to be eligible for release after the same period of incarceration as first time offenders; and

WHEREAS, cities must join together to voice their concerns for these legislative changes that have created an adverse impact on the safety of residents and businesses in local communities.

NOW, THEREFORE, BE IT RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 15, 2017, to:

1. Direct League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent and future criminal law based on appropriate documentation by local agencies to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.
2. Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.
3. Continue to advocate to place into law that for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following:
 - Murder or voluntary manslaughter.
 - Mayhem.
 - Rape.
 - Sodomy by force, violence, duress, menace, or threat of great bodily harm.
 - Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
 - Lewd acts on a child under the age of 14 years.
 - Any felony punishable by death or imprisonment in the state prison for life.
 - Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven.
 - Attempted murder.
 - Assault with intent to commit rape or robbery.

- Assault with a deadly weapon or instrument on a peace officer.
 - Assault by a life prisoner on a non-inmate.
 - Assault with a deadly weapon by an inmate.
 - Arson.
 - Exploding a destructive device or any explosive with intent to injure.
 - Exploding a destructive device or any explosive causing great bodily injury.
 - Exploding a destructive device or any explosive with intent to murder.
 - Robbery.
 - Kidnapping.
 - Taking of a hostage by an inmate of a state prison.
 - Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
 - Any felony in which the defendant personally used a dangerous or deadly weapon.
 - Escape from a state prison by use of force or violence.
 - Assault with a deadly weapon.
 - Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22.
 - Carjacking.
 - Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
 - Throwing acid or flammable substances with intent to injure.
 - Continuous sexual abuse of a child.
4. Request the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.
 5. Encourage the collection and organization of real world data from cities and counties on the universe of post-release community supervision (PRCS) offenders.
 6. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of recent policy changes to the criminal justice system.
 7. Call for the Governor and the Legislature to work with the League and others stakeholders to consider and implement such criminal justice system reforms.

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Background Information on Resolution No. 1

Source: City of Whittier

Background:

During the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Some changes have been needed, as not all crimes should be punished with jail sentences. These changes included AB 109 as well as Propositions 47 and 57.

Approved in 2011, AB 109 was approved, transferring nearly 45,000 felons from the State prison system to local jail systems, resulting in lower-level criminals being released early. Then, Proposition 47, so called The Safe Neighborhoods and Schools Act, was approved by California voters in 2014. It reclassified and downgraded a number of serious crimes from felonies to misdemeanors. Similarly, Proposition 57, called The Public Safety and Rehabilitation Act, was approved by voters in 2016 and allows the State to provide for the release of up to 30,000 criminals convicted of "non-violent" felonies, including rape by intoxication, driveby shooting, human trafficking involving sex act with minors, assault with a deadly weapon, to name a few. Additionally, under Prop 57 repeat criminals are eligible for release after the same period of incarceration as first time offenders.

Now, California cities and counties are facing increasing crime rates which are being connected to these legislative actions which created a situation where violent and career criminals are serving little to no prison time while low-level offenders commit multiple crimes with limited consequences. This increasing level of crime endangers the health and safety of our residents, police officers, and property. Negative impacts from these State legislative changes have been far reaching, and crime rates and the number of victims are increasing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders.

As an example, the Public Policy Institute of California reports since 2015:

- California has experienced an uptick in overall crime
- Property crime is up 145%, violent crime up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB109

To make matters even worse, during the past two years we've seen officers shot, wounded and killed in communities throughout California including Whittier, Downey, Lancaster, Palm Springs, San Diego, Stanislaus County, and Modoc County. Further, the number of U.S. police officers killed in the line of duty hit a five-year high in 2016. The National Law Enforcement Officers Memorial Fund's preliminary report shows that this year's 135 fatalities were a 10% increase over the 123 officers who died in the line of duty last year.

When taken together the increases in crime in our communities and reductions in arrests for many crimes plus violent attacks against police officers underscores the need for a call to action amongst California's state and local leaders. This conference resolution is an important first step and seeks to initiate both a dialogue as well as actions to begin reforming California's criminal justice system by requesting that League staff analyze the negative impacts of recent criminal law, identify necessary changes, and work with stakeholders to promote support for such advocacy efforts. The resolution also calls on the Governor, Legislature, cities, and other stakeholders to work together toward reforms.

The resolution contains three specific reforms:

1. Address Issues with AB 109

The conference resolution promotes the amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.

2. Revise the Definition of Violent Crime

The resolution calls for the League to advocate to place into law for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following crimes:

- Murder or voluntary manslaughter
- Mayhem
- Rape
- Sodomy by force, violence, duress, menace, or threat of great bodily harm
- Oral copulation by force, violence, duress, menace, or threat of great bodily harm
- Lewd acts on a child under the age of 14 years
- Any felony punishable by death or imprisonment in the state prison for life
- Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven
- Attempted murder
- Assault with intent to commit rape or robbery
- Assault with a deadly weapon or instrument on a peace officer
- Assault by a life prisoner on a non-inmate
- Assault with a deadly weapon by an inmate
- Arson
- Exploding a destructive device or any explosive with intent to injure
- Exploding a destructive device or any explosive causing great bodily injury
- Exploding a destructive device or any explosive with intent to murder
- Robbery
- Kidnapping
- Taking of a hostage by an inmate of a state prison

- Attempt to commit a felony punishable by death or imprisonment in the state prison for life
- Any felony in which the defendant personally used a dangerous or deadly weapon
- Escape from a state prison by use of force or violence
- Assault with a deadly weapon
- Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22
- Carjacking
- Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
- Throwing acid or flammable substances with intent to injure.
- Continuous sexual abuse of a child.

3. Data Sharing

The resolution requests the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Tim Cromartie
Committee: Public Safety

Summary:

This Resolution seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors, and Proposition 57 (2016), which revised the rules of parole for what are designated “non-violent” offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

This Resolution would direct staff to seek legislation expanding the term “violent felony” as defined in the California Penal Code; to tighten the criteria for the release of non-violent, non-serious, non-sex offender inmates; to mandate consideration of an inmate’s entire criminal history as part of the deliberations involving whether to grant individual parole; and to consider creation of a task force that would be charged with issuing a report recommending further changes in law, and supported by documentation collected by local agencies and other key stakeholders.

Background:

Since 2011, changes in state law, starting with AB 109, altered the fabric of California's criminal justice system. In 2011, AB 109 began to shift nearly 45,000 felons from the state prison system to local county jails. Prior to AB 109, many of California's more heavily populated counties already had jail systems that were operating under court-ordered or self-imposed population caps. As a result, AB 109 implementation triggered changes in that county jails experienced over time an influx of a rougher class of offender, and many lower level petty criminals committing new offenses were simply booked and released, serving no jail time at all.

Proposition 47 followed in 2014, reclassifying a host of felony offenses as misdemeanors and increasing the threshold amount for a felony charge of grand theft from \$450.00 to \$900.00. The effect of this change was to significantly stimulate the volume of petty theft, shoplifting, auto theft, and organized retail theft (shoplifting involving multiple persons with cell phones, designated getaway drivers, and a pre-determined escape route often involving a short trip to a major highway). Proposition 57, approved by voters in 2016, facilitates the potential early release of a large number of "non-violent" offenders by providing that inmates are eligible for parole once they have served 100% of their base sentence, without regard to any time served as a result of any sentencing enhancements. The universe of "non-violent" offenders could include individuals who have committed the following offenses: rape by intoxication, attempted drive-by shooting, assault with a deadly weapon, throwing acid with the intent to disfigure, to name but a few offenses. Since current law defines a "non-violent offender" based on the individual's most recent commitment offense, even if the individual is a repeat offender, the State Parole Board must still consider that person's parole application.

This state of affairs includes factors such as a higher proportion of offenders at large on our city streets, many of whom have had little in the way of rehabilitation programming while incarcerated, some with drug habits, who are more violent now than when initially incarcerated. Unless they engage in major illegal activity (murder, rape, arson, armed robbery), the available sanctions for any violations they commit, such as flash incarceration, i.e. temporary incarceration for 48-72 hours in a city or county jail, scarcely provide a meaningful deterrent to further criminal activity.

Communities in California are now facing increasing crime rates which can be linked to these recent legislative changes, which probation officers and local law enforcement are struggling to monitor and contain a situation in which a dramatically increase universe of offenders are at large in our communities.

The Public Policy Institute of California reports that since 2015:

- California has experienced an increase in overall crime
- Property crime is up 145%
- Violent crime is up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB 109

Support:

Cities of La Mirada, Lakewood, Monrovia, Pico Rivera, Rolling Hills, Santa Fe Springs, and South Gate

Opposition:

None received.

Fiscal Impact:

The collective and cumulative effect of the current criminal justice policies has led to increased pressure on county general funds for increased resources for probation supervision and incarceration in county jails, as well as identical pressure on municipal general funds related to increased law enforcement activity and in some areas, increased emergency medical services calls. Should the objectives outlined by the resolution be achieved, those pressures will be alleviated to a significant but undetermined amount.

Comment:

This measure is a response to a trend of rapidly mounting frustration among cities beset by calls for more law enforcement resources as a result of ongoing, sustained criminal activity. There is a growing sense among law enforcement professionals and local elected officials that current policies which have reduced criminal penalties, reclassified felonies as misdemeanors and facilitated what amounts to early release of many offenders who are not truly non-violent, will in time result in a high-profile tragedy involving significant loss of life.

Existing League Policy:

In regard to incarceration policy, the League supports stiffer penalties for violent offenders. In 2014, the League joined the California Police Chiefs in opposing Proposition 47, which reduces sentencing penalties for specified non-serious and non-violent drug and property crimes. It directed that the following offenses would be treated as misdemeanors, in most instances irrespective of the circumstances:

- Commercial Burglary
- Forgery
- Passing Bad Checks
- Grand Theft
- Receipt of Stolen Property
- Petty Theft with a Prior Offense
- Drug Possession

In 2013, the League Board of Directors approved a resolution pertaining to AB 109 (2011), which implemented Public Safety Realignment and brought significant changes to the state's incarceration policy. Specifically, it provided that specified categories of felony offenders previously sentenced to state prison, would prospectively be sentenced to terms in county jails.

The League's Resolution had two significant components relevant to this resolution:

- 1) It urged the Governor's office to adjust the implementation of Public Safety Realignment so that the criteria examined to evaluate the appropriateness of release of non-violent, non-serious, non-sex offender inmates would include their total criminal and mental

history, instead of merely the most recent criminal conviction for which they are currently committed; and

- 2) It urged the Governor's office to expedite the development of an effective statewide data sharing mechanism allowing state and local law enforcement agencies too rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

Finally, the League in 2016 opposed Proposition 57, which altered rules for parole eligibility for non-violent felons, potentially facilitating parole before an individual has served any time toward a sentencing enhancement, and ushered in new rules for good time behavior seeking to incentivize inmates to undergo rehabilitation programming of an educational/vocational nature.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS

Source: City of Tracy

Concurrence of five or more cities/city officials: Cities: Lathrop, Lodi, Manteca, Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, Government Code Section 38611 was last amended in 1957 and does not contain language clarifying the broad scope of emergency services as provided by present day fire departments; and

WHEREAS, Government Code Section 38611 requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body; and

WHEREAS, pursuant to Section 7 of Article XI of the California Constitution, municipal governments are vested with police power which imposes on the responsibility to protect public safety and public health and municipal governments must provide or contract for fire and/or emergency medical services; and

WHEREAS, the local provision of fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property is critical to the public peace, health, and safety of the state; and

WHEREAS, local fire and/or emergency medical services are financed by local taxpayers and the availability and use of such services is determined by the local governing body of the jurisdiction to which services are directly provided; and

WHEREAS, amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

RESOLVED, that the League of California Cities General Assembly, assembled at the League Annual Conference on September 15, 2017 in Sacramento, calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

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Background Information on Resolution No. 2

Source: City of Tracy

Background:

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System. The statute also includes language that establishes *“The medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS Agency.”* In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970’s, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League of California Cities argued against depriving a city of local control over EMS service levels. The League of California Cities wrote, *“We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.”* Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201

Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become the epicenter on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes were the result of a failed county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

Proposed Amendment

The proposed amendment to Government Code Section 38611 would clarify local control and allow the local governing bodies to determine which services are directly provided within their respective jurisdictions. The existing law is extremely limited in scope having been last amended in 1957, at a time when fire departments did not routinely provide many of the specialized services of today. Changes in services provided include but are not limited to hazardous materials response, specialized rescue, and emergency medical services. The amendment aims to support the long-standing tradition in California of local control over the types, levels, and availability of these services.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Tim Cromartie
Committee: Public Safety

Summary:

This resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Background:

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System.

The statute also includes language that establishes “*The medical direction and management of an emergency medical services system shall be under the medical control of the medical director*”

of the local EMS Agency.” In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970's, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League argued against depriving a city of local control over EMS service levels. The League wrote, *“We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.”* Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201 Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become one of the epicenters on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes have been attributed by some observers to a county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

Support:

Cities of Lathrop, Lodi, Manteca, City of Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

Opposition:

None received.

Fiscal Impact:

This resolution, if its directive can be achieved, will have no direct fiscal impact on cities. It will however, provide an atmosphere in which cities that have invested significant resources in building up and maintaining an independent EMS capability can have confidence that it will be deployed as intended.

Comment:

While this resolution calls for very specific action to clarify the rules governing emergency medical services, ideally it would be more generally worded to allow greater flexibility in pursuing legislative and other solutions to a problem that has existed for decades, spawning both legislation and multiple incidents of litigation.

However, it accurately expresses the legitimate frustration of cities in their efforts to provide emergency medical services (EMS) while abiding by the directives of their local emergency medical services authorities (LEMSA's), which are county entities. Counties have broad

discretion under existing case law in how they administer EMS under the doctrine of medical control. To the degree there is dissatisfaction on the part of cities within a given county or counties, the following should be noted:

- 1) A task force convened by the California Emergency Medical Services Authority, the state entity with jurisdiction over this subject matter, made significant headway in crafting regulations governing the provision of ground emergency medical transport -- until disputes over local control and the criteria under which a local (municipal) agency could lay claim to the exclusive right to provide EMS in a specific operating area led to a lawsuit being filed by the California Fire Chiefs Association. That suit effectively suspended the work of the Task Force.
- 2) Over the past two decades, multiple attempts at legislation to resolve this issue have been tried, most without success. It was in part the multiple attempts at legislation that triggered the formation of the above-referenced task force.

Existing League Policy:

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc. as well as cities' authority and discretion to provide all emergency services to their communities.

The League supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

The League supports legislation to provide the framework for a solution to longstanding conflict between cities, counties, the fire service and LEMSA's particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

The League opposes legislation, regulations and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

The League supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

LETTERS OF CONCURRENCE

Resolution No. 1

**Implement Strategies to Reduce Negative Impacts of
Recent Changes to Criminal Laws**



CITY OF LA MIRADA
DEDICATED TO SERVICE

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July 11, 2017

LETTER OF SUPPORT

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: 2017 CONFERENCE RESOLUTION STRATEGIES TO IMPROVE NEGATIVE IMPACTS OF CRIMINAL LAW

Dear Committee:

The City of La Mirada supports the League of California Cities Annual Conference Resolution proposed by the City of Whittier calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of La Mirada has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Specifically, since 2014 the City of La Mirada has seen property crime increase by 41 percent. The proposed resolution seeks to correct these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include one's total criminal and mental health history instead of only the most recent criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms to enhance public safety in our community. For these reasons, the City of La Mirada strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

EE:JB:vdr

Ed Eng
Mayor

Lawrence P. Mowles
Mayor Pro Tem

Steve De Ruse, D. 20.
Councilmember

John Lewis
Councilmember

Andrew Sarega
Councilmember

Jeff Boynton
City Manager

Steve Croft
Vice Mayor

Ron Piazza
Council Member



Diane DuBois
Mayor

Jeff Wood
Council Member

Todd Rogers
Council Member

July 10, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2017 Conference Resolution – Notice of Support
Strategies to Improve Negative Impacts of Criminal Law**

Dear Committee:

The City of Lakewood supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Like other cities, Lakewood has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts. These include:

- Request League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes and work with key stakeholders to promote support for resulting advocacy efforts.
- Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent."
- Request that the State improve the "Smart Justice" platform to allow state and local law enforcement agencies to rapidly share information to track offenders and encourage data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Lakewood strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

Diane DuBois
Diane DuBois
Mayor

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax (562) 216-0505 • www.lakewoodcity.org • Email: service1@lakewoodcity.org

City of MONROVIA

1887



July 11, 2017

President JoAnne Mounce
 The League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

RE: Letter of Support for the Resolution Brought Forward by the City of Whittier Regarding the Unintended Negative Consequences of Recent Legislative Changes to California's Criminal Justice System

Dear Ms. Mounce:

The City of Monrovia strongly supports the Resolution brought forth by the City of Whittier, which asks the League of California Cities (League) to initiate and facilitate further discussion between the Governor, the State Legislature, and other key public safety stakeholders regarding the legislative changes that have been made to California's criminal justice system during the past few years.

Taken together, Assembly Bill 109, Proposition 47, and Proposition 57 have reshaped how we approach public safety issues in our State. And certainly, the identified measures have resulted in measurable and positive impacts to California's criminal justice system, such as a decrease in the State prison system population. However, the cumulative effect of these legislative actions have had several significant unintended consequences, which have resulted in California cities now needing to address increasingly complex public safety challenges.

For example, in the City of Monrovia, violent and property crimes increased by 19% when comparing 2016 crime levels against 2015 rates. On-the-street information being provided by our Police Officers seems to correlate that the increasing levels of crime are connected with the legislative changes that have been enacted in California during the past several years. Additionally, the public safety issues we are experiencing in Monrovia are not occurring in a vacuum, as other neighboring jurisdictions are reporting similar concerns that impact our region as a whole.

Given these factors, we believe that California's overall criminal justice system needs to be carefully reexamined for potential methods to mitigate these emerging public safety issues. The City of Whittier's Resolution represents a positive first step, which includes the formation of a task force to examine possible criminal justice system modifications in greater detail. We believe that such a step would be a move in the right direction for California.

For these reasons, the City of Monrovia strongly supports the Resolution brought forth by the City of Whittier. Of course, please feel free to contact me if I can provide any additional information. I can be reached at (626) 932-5501, or via email at ochi@ci.monrovia.ca.us.

Best regards,

Oliver Chi
 City Manager



René Bobadilla, P.E.
City Manager

City of Pico Rivera
OFFICE OF THE CITY MANAGER

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City Council

Bob J. Archuleta
Mayor

Gustavo V. Camacho
Mayor Pro Tem

David W. Armenta
Councilmember

Gregory Salcido
Councilmember

Brent A. Tercero
Councilmember

July 12, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support

Dear Committee:

The City of Pico Rivera supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Pico Rivera has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Following are some specific impacts provided by the Pico Rivera Sheriff's Department:

Part I crimes

Robbery is up 10.26% in 2017 compared to 2016

Larceny Theft is up 4.09% in 2017 compared to 2016

Part II crimes

Weapon Law is up 9.68% in 2017 compared to 2016

Felony Transport & or Sales of controlled substance (except Marijuana) is up 44.44% compared to 2016

Misdemeanor Possession of a Controlled Substance (excluding Marijuana) is up 56.06% compared to 2016

Under the influence of Narcotic is up 28.57% in 2017 compared to 2016

The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

General Resolutions Committee

2017 Conference Resolution – Strategies to Improve Negative Impacts of Criminal Law

Notice of Support

July 12, 2017

Page 2

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make “violent offenses” include crimes that meet the plain language definition of “violent”.

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Pico Rivera strongly supports this resolution to strategically address criminal justice reforms.

Best regards,

A handwritten signature in blue ink, appearing to read 'René Bobadilla', with a stylized flourish at the end.

René Bobadilla, P.E.
City Manager
City of Pico Rivera



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 12, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support**

Dear Members of the General Resolutions Committee:

As a member of the Rolling Hills City Council, I support the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and with other public safety stakeholders to identify and implement strategies that will relieve the unintended negative impacts of existing criminal law.

The City of Rolling Hills has seen increases in burglaries, mail/package theft and other property related crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The City has also seen a significant jump in identity theft. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

General Resolutions Committee

July 12, 2017

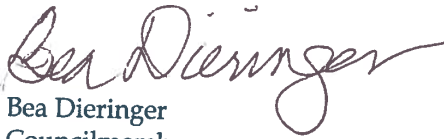
Re: 2017 Conference Resolution Strategies to Improve Negative Impacts of Criminal Law -
Notice of Support

Page 2

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, I strongly support this resolution to strategically address criminal justice reforms.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bea Dieringer", with a stylized, flowing script.

Bea Dieringer
Councilmember
City of Rolling Hills

RC:BD:hl

07-12-17League Resolution Support.docx



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July 11, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support**

Dear Committee:

The City of Santa Fe Springs supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Santa Fe Springs has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. In addition, the City of Santa Fe Springs contracts with the Whittier Police Department for Law Enforcement Services. In February, Whittier Police Department Officer Keith Boyer was gunned down by a AB 109 offender in a heinous act of indiscriminate violence. We feel strongly that AB 109 and the loosening of oversight and control over recidivist offenders was at least partially responsible in Officer Boyer's death. We believe that the proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem
City Council
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora
City Manager
Thaddeus McCormack

July 10, 2017

Page 2

2017 Conference Resolution

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Santa Fe Springs strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,



William K. Rounds, Mayor
City of Santa Fe Springs

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem
City Council
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora
City Manager
Thaddeus McCormack



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 563-9543
WWW.CITYOFSOUTHGATE.ORG FAX (323) 569-2678

MARIA DAVILA, Mayor
MARIA BELEN BERNAL, Vice Mayor
DENISE DIAZ, Council Member
JORGE MORALES, Council Member
AL RIOS, Council Member

July 11, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2017 ANNUAL CONFERENCE RESOLUTION: STRATEGIES TO IMPROVE
NEGATIVE IMPACTS OF CRIMINAL LAW-NOTICE OF SUPPORT**

Dear Committee:

As a Council Member of the City of South Gate, and a Member of the League's Public Safety Policy Committee, I am writing to express my support of the City of Whittier's 2017 Annual Conference Resolution (Resolution.) The proposed Resolution calls on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders, to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Cities in Los Angeles County have experienced increases in property crimes that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed Resolution seeks to remedy many of the negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The passage of this Resolution would provide a range of important League directives to address the growing public safety concerns in these communities. For these reasons, I strongly support this Resolution to strategically address criminal justice reforms.

Sincerely,

Jorge Morales
Council Member

LETTERS OF CONCURRENCE

Resolution No. 2

Local Control for Emergency Medical Response



COSUMNES FIRE DEPARTMENT

10573 E Stockton Blvd.
Elk Grove, CA 95624

(916) 405-7100
Fax (916) 685-6622
www.yourcsd.com

July 13, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street
Sacramento, California 95814

**RE: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT
CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

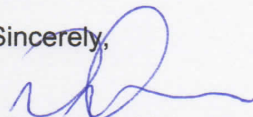
Dear President Mounce,

The Cosumnes CSD Fire Department, which encompasses the Cities of Elk Grove and Galt supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the Cosumnes CSD Fire Department supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Sincerely,


Michael W. McLaughlin
Fire Chief

Community Services District
Enriching Community • Saving Lives



Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

July 14, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Sent to Via Email to: Meg Desmond mdesmond@cacities.org <<mailto:mdesmond@cacities.org>>

**Re: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT
CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

Dear President Mounce,

The City of Lathrop supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the City of Lathrop supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Thank you,



Stephen J. Salvatore
City Manager

Cc: Members of the City of Lathrop City Council
Lathrop Manteca Fire Chief, Gene Neely
Tracy City Manager, Troy Brown
Tracy Fire Chief, Randall Bradley
Central Valley Regional Public Affairs Manager LOCC, Stephen Qualls

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
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LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager
JENNIFER M. FERRAILO
City Clerk
JANICE D. MAGDICH
City Attorney

July 19, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING
LEGISLATION AMENDING GC §38611 TO CLARIFY DEFINITION OF LOCAL
CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL
OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT
EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

The City of Lodi supports the proposed resolution to support legislation amending Government Code §38611 to clarify the definition of local control providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Accordingly, we concur in the submission of the resolution for consideration by the League of California Cities General Assembly at its annual meeting on September 15, 2017.

Government Code Section 38611 does not contain language clarifying the broad scope of emergency services as provided by present day fire departments. The code requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body. Amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

The City of Lodi is in strong support of providing statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Sincerely,



Doug Kuehne
Mayor, City of Lodi

DK/JMF

cc: Larry Rooney, Fire Chief, City of Lodi
Randall Bradley, City of Tracy, randall.bradley@ci.tracy.ca.us
Stephen Qualls, League of California Cities, squalls@cacities.org

N:\Administration\CLERK\Council\CORRESP\LETTERS\lemergencyservices2.doc



CITY OF MANTECA - FIRE DEPARTMENT

1154 S. UNION ROAD • MANTECA, CA 95337
(209) 456-8300 • FAX (209) 923-8936

July 13, 2017

League of California Cities
1400 K Street, Suite 400
Sacramento CA 95814

**RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING
GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING
BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS
AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

To Whom It May Concern:

This letter confirms that the City of Manteca supports the resolution on Emergency Medical Services submitted to the League of California cities by the City of Tracy. The City of Manteca believes that local control of Emergency Services is critical to ensure that the best possible service and protection of our citizens/taxpayers is provided.

We appreciate the City of Tracy's willingness to bring this crucial issue to the forefront.

Respectfully,


Greg Showerman, Acting City Manager

Date: 13 July 2017


Kyle Shipt, Fire Chief

Date: 13 July 2017

MICHAEL TUBBS
Mayor

ELBERT HOLMAN
Vice Mayor
District 1



CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202
209 / 937-8244 • Fax 209 / 937-8568

DAN WRIGHT
District 2

SUSAN LOFTHUS
District 3

SUSAN LENZ
District 4

CHRISTINA FUGAZI
District 5

JESÚS ANDRADE
District 6

July 13, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street
Sacramento, CA 95814

**SUBJECT: Resolution of the League of California Cities Supporting Legislation
Providing Broad Statutory Authority for Local Officials to Determine
Emergency Service Levels - SUPPORT**

Dear President Mounce,

On behalf of the City of Stockton, I wish to voice our support of the City of Tracy proposed resolution for consideration by League membership. Stockton supports this resolution for the following reasons:

- 1) The City of Stockton Legislative Program seeks the broadest authority for the City Council to make decisions locally, particularly related to the local exercise of police powers;
- 2) The City of Stockton Legislative Program advocates for efforts that impact the City's ability to enhance the well-being, quality of life, health, and safety of residents;
- 3) The City of Stockton has experienced challenges and frustrations in delivering the highest quality of emergency medical services to our residents due to provision of the Emergency Medical Services (EMS) Act.
- 4) Amendments to the EMS Act would clarify local control and allow governing bodies to determine which services are directly provided within their respective jurisdictions.

For these reasons, the City of Stockton concurs with and supports the City of Tracy proposed resolution for consideration by League membership.

MICHAEL TUBBS
MAYOR

MT:cc

cc: Stockton City Councilmembers
Kurt Wilson, Stockton City Manager