



***AMENDED 7-19-19**
City of St. Helena
Regular City Council Meeting
Tuesday, July 23, 2019 @ 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 four minutes.

Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, David Knudsen 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 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members 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.

4.1. [Public Comment. Anthony Micheli](#)

9 - 13

5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members 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. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1. Proclamation for Mayors Against Illegal Guns

[Proclamation](#)

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7. STAFF BRIEFING

7.1. PG&E Fulton-Calistoga 60kV Power Line Reconductoring Project Update

8. 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)

- 8.1. Consideration of approval of a Resolution authorizing the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment. 17 - 28
- CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:
Authorize the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment.
[Staff Report - Pdf](#)
- 8.2. Consideration and proposed approval of a resolution authorizing (1) the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena, (2) the purchase of chemicals from vendors based on the annual recommendation provided by the North Bay Agency Chemical Pool not-to-exceed the adopted/adjusted fiscal year budget, and (3) the City Manager to execute the necessary agreements or purchase orders on behalf of the City. 29 - 70
- CEQA Determination: Not a CEQA project
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Adopt a resolution authorizing (1) the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena, (2) the purchase of chemicals from vendors based on the annual recommendation provided by NBACP not-to-exceed the adopted/adjusted fiscal year budget, and (3) the City Manager to execute the necessary agreements or purchase orders on behalf of the City.
[Staff Report - Pdf](#)
- 8.3. Consideration and proposed approval of a resolution authorizing the first amendment to the Full Time Fire Department Unrepresented Program to update language to reflect new shift structure, establish overnight standby pay, and work hours 71 - 87
- CEQA Determination: Not a CEQA project
Prepared By: Alec Vidler, Administrative Assistant, Kathy Robinson, Human Resources & IT Director
Recommendation:
It is recommended that the City Council approve the first amendment.
[Staff Report - Pdf](#)
- 8.4. Consideration and proposed approval of a resolution (1) authorizing a Grant Request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2019-20 Transportation Development Act 89 - 98

Article 3 Pedestrian/Bicycle Project Funding in the Amount of \$50,000; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 Project; (3) authorizing a budget of \$50,000 for R20-02; and (4) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R20-02

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

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

Recommendation:

Staff recommends City Council adopt the resolution (1) authorizing a Grant Request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2019-20 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding in the Amount of \$50,000; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 Project; (3) authorizing a budget of \$50,000 for R20-02; and (4) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R20-02

[Staff Report - Pdf](#)

- 8.5. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Gates + Associates for the C20-03 Skatepark Improvements Project for an amount not to exceed \$29,865 and authorizing the City Manager to execute the agreement. 99 - 130

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Staff recommends City Council adopt a Resolution approving a Professional Service Agreement with Gates + Associates for the C20-03 Skatepark Improvements Project for an amount not to exceed \$29,865 and authorizing the City Manager to execute the agreement.

[Staff Report - Pdf](#)

[Public Comment.Bob Frescura1](#)

[Public Comment.Bob Frescura2](#)

- 8.6. Consideration of approval of a Resolution approving out-of-state travel for City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne to attend the International City/County Manager Association Conference (ICMA) in Nashville, Tennessee from October 19-23, 2019 131 - 134

CEQA Determination: Not a CEQA project

Prepared By: Jessica Deakyne, Asst. to the City Manager

Recommendation:

City Staff recommends City Council approve a resolution authorizing out-of-state travel for City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne to attend the International City/County Manager Association (ICMA) Annual Conference in Nashville, Tennessee from October 19-23, 2019.

[Staff Report - Pdf](#)

- 8.7. *NEW ITEM 7-19-19 135 - 154
Consideration and proposed resolution approving Master Professional Services Agreements (MPSA's) with eighteen (18) consultants to provide professional consulting services.
- CEQA Determination: Not a CEQA project
Prepared By: Tobias Barr, Project Manager
Recommendation:
Adopt the Resolution approving Master Professional Services Agreements (MPSA's) with eighteen (18) consultants to provide professional consulting services.
[Staff Report - Pdf](#)
9. PUBLIC HEARINGS
- 9.1. Consideration and approval of a Resolution 1) Amending the Appropriation Limits for Fiscal Year 2018-19 and 2) Establishing Appropriation Limits for Fiscal Year 2019-20 and the Selection of Current Year Adjustment Factors 155 - 173
- CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:
Staff recommends the City Council of the City of St. Helena adopt a Resolution amending the appropriation limit for Fiscal Year 2018-19 and establishing an appropriation limit for Fiscal Year 2019-20.
[Staff Report - Pdf](#)
10. OLD BUSINESS
- 10.1. Consider and approve a resolution authorizing the City Manager to execute Amendment No. 3 in the amount of \$289,184 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Habitat Restoration Project, for a total not to exceed amount of \$1,130,178.80 175 - 288
- CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Staff recommends that City Council approve a resolution authorizing the City Manager to execute Amendment No. 3 in the amount of \$289,184 to the Professional Services Agreement with Michael Baker

International for the Upper York Creek Habitat Restoration Project, for a total not to exceed amount of \$1,130,178.80.

[Staff Report - Pdf](#)

- 10.2. Presentation by Del Rio Advisors, LLC on General Fund Debt Options and Capacity 289 - 336

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Receive and file presentation by Del Rio Advisors, LLC.

[Staff Report - Pdf](#)

[Updated Presentation](#)

11. NEW BUSINESS

- 11.1. Review and Authorization to Proceed with Release of Draft Request for Proposals (RFP) for Zoning Ordinance Update Services (Staff Report Forthcoming Provided 7-19-19) 337 - 347

CEQA Determination: Not a CEQA project

Prepared By: Jessica Deakyne, Asst. to the City Manager

Recommendation:

Discuss and provide direction to the City Manager.

[Staff Report - Pdf](#)

- 11.2. Proposed approval to adopt a resolution authorizing a budget increase of \$14,000 to Recreation - Other Contract Services 289-4728-2145 and an offsetting revenue increase of \$14,000 to Recreation Registration 289-3430-0000; Receive and file the Q4 FY 2018-19 financial report (unaudited). 349 - 377

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends the City Council adopt a resolution authorizing a budget increase in the amount of \$14,000 to Recreation - Other Contract Services 289-4728-2145 and an offsetting increase of \$14,000 to Recreation Registration Revenues 289-3430-0000.

Additionally, staff recommends City Council receive and file the Q4 FY 2018-19 financial report.

[Staff Report - Pdf](#)

- 11.3. Consideration of approval of a Resolution: (1) approving the purchase of a Pelican P Three Wheel Broom Street Sweeper in the amount of \$283,920.74 from Owen Equipment, (2) authorizing a 60 month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman LLC, and (3) authorizing the City Manager to execute all necessary documents. 379 - 400

CEQA Determination: Not a CEQA project

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

Recommendation:

Staff recommends City Council approve the Resolution: (1) approving the purchase of a Pelican P Three Wheel Broom Street Sweeper in the amount of \$283,920.74 from Owen Equipment, (2) authorizing a 60 month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman LLC, and (3) authorizing the City Manager to execute all necessary documents.

[Staff Report - Pdf](#)

- 11.4. Quarterly Grant Report for FY 2019 Q4, for the period ending June 30, 2019

401 - 416

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Recommendation:

Receive and file report.

[Staff Report - Pdf](#)

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

- 12.1.

August City Council Meetings:

7/22 6:00 PM Special Mtg on Key Projects/Goals Updates Workshop (Carnegie Building)

8/13 (staff reports due 7/26)

8/27 (staff reports due 8/9)

8/26 Special CC Mtg Reimagine Downtown

9/18/19 (NVTa) Transportation Summit 2019

PROCLAMATIONS AND PUBLIC RECOGNITION:

8/27 Retirement of Dan Brunetti

CONSENT:

Conflict of Interest Update

Cell tower lease renewal

NVTa MOU

8/13 Homecoming Parade

Offer of dedication (McCorkle and Vallejo)

Award of contract for phase 1 of Upper York Creek

Investment Policy

Library Roof Repair

OLD BUSINESS:

8/13 Pension Liability

8/27 Pratt/Main

Pratt/Silverado Discussion

8/27 Pratt Ave. speed control and bridge

Downtown Restroom Design

PH or NEW BUSINESS:

PH First Reading for McGrath Ordinance

Calistoga shared Police services?
PH 8/13 Williamson Act Application – 601 Fulton Lane
8/13 Grand Jury response
8/27 Grand Jury response
8/27 LOCC annual conference voting delegate and resolutions
8/13 Beautification Foundation art
Adopt speed survey - PW
Mid Managers, Exec Staff and SHEA Mou's
Generator Fees

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 13, 2019, 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 ~~July 12, 2019~~. Reposted July 19, 2019.



Cindy Tzaopoulos, 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.

7/23/19

Dear City Council,

I am requesting the City of St. Helena fly the Italian flag at city hall for the month of October 2019. October is Italian Heritage Month. It is celebrated in many cities across the United States. Italians are the fifth largest ethnic group presently in America. They have contributed to making America the great country it is today.

Here in the Napa Valley if it wasn't for the many Italian and Swiss Italian winery owners that bootlegged wine during Prohibition the wine business would not be what it is today. The mural in our post office honors Italian vineyard heritage.

I have included a list of some of the Italian and Swiss Italian families that made St. Helena and Napa Valley what it is today. Also I have an endorsement for this effort from St. Helena Chamber of Commerce.

Along with flying the Italian flag, I will be chairman of a "Festa Italiana" in Lyman Park on October 5. I propose to ask our Italian and Swiss Italian winery owners to host a free wine tasting there. Also food trucks would also be free if at all possible. I hope the city will waive fees for the use of Lyman Park in support of this effort.

To initiate this effort, I hereby request the flying of the Italian flag at City Hall in October 2019.

Thank you,

Anthony Micheli

Swiss Italians & Italians of St. Helena
Compiled by Mariam Hansen
St. Helena Historical Society

Swiss Italians are from the Canton Ticino, Switzerland

Abruzzini, Fred-manager at Beringer, master of wine marketing,
Acquistapace, Leo & Ernie owners Texaco station Main & Spring
Aquila, John; movie theater owner, mayor
Arata, Henry & Madeline 1351 Main Street owner; Pastime Club bar
Arighi, William pharmacist
Bartolucci, Andrea winery in Oakville
Bellani EP city councilman
Beltrami, Felice-owner Brown's Auto Parts- Swiss Italian
Berretta Brothers Swiss-Italians vineyard owners
Beroldo, Fred re-opened Sutter home after prohibition, vineyard on Dowdell lane
Bianchi, Adam; winery on Dowdell
Bisceglia Brothers-leased Greystone 1933
Borla, Angelo barber, musician St. Helena Jazz Band
Brignoli, Dr. Walter & Fern medical doctor
Brovelli, Guilio came from Italy, drafted in WW1, killed in action
Brovelli, Joseph (1878-1918) stone mason
Brovelli, Nathan "Babe" (1914-2002) and Velia-- foreman at Kaiser Steel
Bruni, Edward (1885 Veneto, Italia – 1971) & Sabina (1891-1983)
Bulotti, Wm G. Swiss-Italian grocer, Main & Spring, Ida
Caiocca, Julius grocer; insurance LV, county supervisor
Caramella, Bartolomeo winery-Crystal Springs, later on Bale Lane
Cavallini, Edward T- World War I veteran, first commander American Legion Post 199
Chiarello, Michael famous chef & TV personality
Conradi, Peter winery on Spring Mtn-now R Keenan
Constantini, Charles manager Bank of America, mayor
Coppola, Francis
Corbella, Remo butcher, owner St. Helena Meat Market
Dal Porto, Sattimo (Tuscan Italian) married Madeline Ferrari, daughter Mabel Dal Porto Johnson
Delfino, Aldo Ag commissioner

Emmolo, Giuseppe 1875-1931, nurseryman with his brothers Salvatore "Sam" & Vito

Emmolo, Salvatore, grape nursery

Emmolo, Vincenzo/Vito born Italy 1883, died 1947 grape nursery

Forni, Antonio born in Lombardi, partner G Rossi Europa Hotel. Lombarda Cellar now Freemark Founder Societa Operaia Italian Society

Forni, Charles B born Italy 1886, partner with cousin Antonio, partner in Light Winery Cal

Gallo, Ernest & Julio bought wine from NV Coop Winery, own Martini Winery

Giugni, Wm F. grocer on Main

Guidi, Guido founder NV Olive Oil Mfg

Ghiringhelli, Etzio police chief. Son John owned Ray's Place Bar (Ana's)

Ghiringhelli, Faustino 1864-1938 born in Taino, Provincia di Varese, Lombardia, Italy & Maria

Lucchesi, Basilio, owner of Miramonte Hotel Italian Dinners

Madonna, James & Marianna. Swiss Italian, came to SH in 1889, vineyard owners

Maggetti, Battista Swiss-Italian fm Avegno, stone mason, came to SH in 1880, married to Liberata Ramazzini

Martini, Louis M & Assunta winery

Martini, Louis P & Elizabeth winery, son of Louis M

Martinelli, Charles Swiss-Italian, came to SH in 1880, expert vineyardist

Martinelli, David olive oil factory on Railroad

Martinelli, Jasper built the Roma Hotel, later Cindy's on Railroad

Merga, Alessandro Swiss-Italian, married Mary Pestoni, came to SH in 1883, vineyardist

Menegon, Verino owner Steves Hardware

Miami, Adolph vineyardist Silverado Trail at Iodi

Micheli, Aldo "Mike", owner Pastime Club bar & building 1351 Main

Micheli, Anatolio born Tuscany, Italy 1879-1963

Micheli, Elmo mgr Central Valley Builders,

Micheli, Pasquale Mandelo, Italy, came to SH in 1906, married Josephine Madonna, expert walnut grafter, foreman at Wheeler Farms on Zinfandel. Father of Elmo.

Molinari, Peter vineyardist on Mills, president NV Coop Winery

Mondavi, Cesare & Rosa owner Sunny St. Helena Winery, Charles Krug Winery

Mondavi, Peter & Blanche, Charles Krug

Mondavi, Robert winery

Montelli, John Montelli Construction

Mori, Al partner Tripoli Market

Navone, Ernie vineyardist, Ernie's Meats

Nichelini, Anton & Caterina Swiss-Italian- founded Nichelini Winery in 1890

Particelli, Oswaldo partner in NV Olive Oil Mfg

Pelosi, Nancy speaker of the House; owner of estate on Zinfandel

Pestoni, Albino Swiss Italian-Camedo, came to SH in 1883, vineyard worker, later owner at Crystal Springs Rd, wife Maria Madonna

Pestoni, Bob & Marvin, founders Upper Valley Disposal

Pestoni, Greg & Andy, winery

Pocai, Libero built a winery on Larkmead Lane in 1912, daughter Betty Ballentine

Pometta, Louis & Palma deli owner

Poncetta, John & Elva Madonna (born in Camedo, Ticino) vineyard on Pratt

Ponti, Joseph cellarmaster at BV

Ragghianti, Guido vineyard & winemaker on Charter Oak (Rob Fanucci family)

Riorda, Jack/John Sunny St. Helena Winery

Rossi, Antonio skilled stonemason, built Pope Street Bridge and other structures

Rossi, Gaetano born in Lombardi, hotel owner Europa Hotel on Spring 1881-1906

Rossini, Carlo Swiss-Italian, came to Sh 1882, built winery on Crystal Springs Rd, married Lucia Merga 1887, winery restored by Nils Venge

Rossini, Fulgenzio Swiss Italian, came to SH 1897. Married Josephine Poncetta; Owned vineyard on Crystal Springs with brother Carlo

Rossini, Joseph Born Montecarasso, Ticino, Switz, married Ernesta Guidotti. Son Joseph owned a store on Main St

Rossini, Peter, born in Calif, technical advisor to the Navy, daughter Marilouse married Hanns Kornell

Salmina, Battista & Sabina, operated the Wm Tell hotel

Salmina, Felix Swiss-Italian, builder of Larkmead Winery (later Hanns Kornell, later Frank Family) and saloon owner on Spring & Teresa Borla

Sardelli, Elmer butcher at Keller's Meats

Sattui, Darrell/Dario winery owner

Salvestrin, John & Emma, bought the Dr. Crane property in 1932

Sciaroni, Francesco Swiss-Italian fm Brione, Ticino, married Caterina Fochetti, came to SH 1879, built winery +sherry Main & Charter Oak, city councilman

Signorelli, Louis farmer on Pope

Stralla, Louis leased Krug Winery, helped found Napa Valley Vintners, city council, mayor

Solari, Larry president United Vintners

Tamagni, Charles rancher, county supervisor

Tonolla, August hotel owner 1850s

Tosetti, Baldasserre, built winery on Spring west of Hudson in 1882

Trinchero, Mario & John -bought Sutter Home in 1946

Tripoli, Battista winery owner, built apartments, grocer

Usibelli vineyard on Conn Creek Rd, game farm, mine owner in Alaska

Varozza, James Swiss-Italian, came to sH 1870, worked for WW Lyman, Georges Chevalier, leased the Summit Vineyard on Spring Mtn

Varozza, Joseph- vineyard on Spring Mtn, blacksmith, bought the Zange Winery on Pratt, 1st wife Mary Maggetti, 2nd wife Mary Jennie Rossini

Vasconi, Louis partner in Europa Hotel

Vasconi, Louis insurance, muni court judge

Vasconi, Joseph furniture dealer

Vasconi, Mario pharmacist, son Hap also a pharmacist

Volpi, Joseph vineyard on Spring Mtn

Volpi, Charles winery on summit of Spring Mtn

City of St. Helena PROCLAMATION

Mayors Against Illegal Guns

WHEREAS, illegal gun violence is a serious threat to public safety and it affects communities across the country. Leaders in these communities are all too familiar with the toll illegal gun violence takes and have an essential role to play in addressing it; and

WHEREAS, in 2006, then-New York City Mayor Michael Bloomberg and then-Boston Mayor Thomas Menino founded Mayors Against Illegal Guns as an original coalition of 15 mayors. The coalition has since grown to a bipartisan group of more than 1,000 current and former mayors from the smallest towns to the biggest cities in nearly every state; and

WHEREAS, our mayors are leaders in advocating for life-saving gun safety reforms from local programs to state and federal legislation; and

WHEREAS, in 2018, over 14,623 Americans were killed as a result of gun suicide and gun homicide – devastating families and communities across the country; and

WHEREAS, in 2018, 28,000 Americans were injured as a result of gun assaults, unintentional shootings, attempted gun suicides and shootings by law enforcement;

WHEREAS, as mayors, our problems may look different from town to town, but we are united in our duty to do everything we can to protect our residents from the threat of illegal gun violence;

NOW, THEREFORE, be it resolved, that I, Geoff Ellsworth, Mayor of St. Helena, do hereby resolve to work together to advance the following principles:

- Advance enforcement strategies that ensure public safety for residents in communities disproportionately affected by gun violence.
- Advocate for gun safety legislation at the local, state, and federal level.
- Use the courts to advance gun safety.
- Invite other cities.

Dated: July 23, 2019

Geoff Ellsworth, Mayor
City of St. Helena



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration of approval of a Resolution authorizing the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

During declared disaster events the City of St. Helena may obtain equipment from the County of Napa that has been purchased with federal grant funds in order to continue operations and for emergency response measures. Once the County of Napa has assigned the equipment outside of their control they must ensure that the entities that have been assigned the equipment are managing the equipment appropriately.

DISCUSSION

Per the Code of Federal Regulations (CFR) the purchase and distribution of equipment obtained with grant funds requires the County of Napa to have a Letter of Agreement with each sub-recipient of such equipment. The Letter of Agreement outlines that sub-recipients of grant funds must safeguard all grant related property and must assure that it is used solely for authorized purposes. The sub-recipient must also maintain an equipment management system that ensures adequate safeguards for Cal OES purchased equipment and, at a minimum, safeguard against lost, stolen, or destroyed property until disposition takes place. This Letter of Agreement enables the County of

Napa to fulfill its obligation and ensures that entities receiving grant funded equipment adhere to the CFR statutes that govern the receipt of equipment.

The County of Napa has requested that the City of St. Helena sign the Letter of Agreement (Attachment 1) in order to fulfill their federal grant requirements. Staff recommends authorizing the City Manager to sign and execute the Letter of Agreement on behalf of the City of St. Helena.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Authorize the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment.

ATTACHMENTS

[LOA - City of St. Helena](#)

[Resolution - LOA](#)

LETTER OF AGREEMENT

This Letter of Agreement ("LOA") is made on <DATE> between the County of Napa ("AGENCY") and the City of St. Helena ("SUBGRANTEE").

1. RECITALS

This LOA is made with reference to the following facts and objectives:

- A. The LOA defines the roles, responsibilities and assurances associated with the acquisition, management and retention of grant funded equipment or grant funding for the purchases of equipment.
- B. Federal monies fund this LOA and it is subject to federal grant assurances.

2. TERM

The term shall commence <DATE>, and shall remain in effect until terminated in writing. The LOA shall be reviewed every three years and amended as necessary.

3. SPECIAL PROVISIONS

- A. SUBGRANTEE certifies that the obligations created by this LOA do not violate the provisions of Government Code sections 1090 to 1096.
- B. This LOA is not fully executed until signed by AGENCY and SUBGRANTEE. SUBGRANTEE may not initiate competitive bids until this LOA is fully executed and equipment specifications and procurement method have been approved by AGENCY.
- C. This LOA contains all the agreements of the parties and cannot be amended or modified except by a written agreement.
- D. Equipment or funding for equipment shall be used for purposes and projects pre-approved by AGENCY. Purchases made without prior approval shall be at the SUBGRANTEE'S expense.
- E. Equipment shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services and law enforcement agencies within the jurisdiction of the SUBGRANTEE.
- F. Equipment or equipment funds awarded under this LOA will be used to supplement existing equipment or funds for program activities, and will not supplant (replace) non-federal funds.

COUNTY OF NAPA EQUIPMENT LOA**Attachment 1****4. DISBURSEMENT OF EQUIPMENT FUNDS**

- A. AGENCY shall have no obligation to disburse funds unless and until the SUBGRANTEE obtains the prior written approval of AGENCY of the type and cost of the equipment and attendant equipment.
- B. AGENCY may make payment under this LOA, for approved purchase costs of equipment, upon receipt of a written payment request by the SUBGRANTEE. Requests shall be substantiated by purchase orders, invoices (to include invoice date, invoice number, vendor, amount, brand name, make and model, and serial number) or other such evidence of purchase costs, including packing slips and a signed certification that the SUBGRANTEE complied with procurement procedures.
- C. SUBGRANTEE is responsible for developing and maintaining inventory records on all equipment and providing AGENCY with copies of inventory records when requested.
- D. SUBGRANTEE agrees that equipment acquired or obtained with grant funds:
 - I. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - II. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- E. Equipment funds unobligated or unexpended by the purchase date provided in award letters shall revert to AGENCY.

5. EQUIPMENT OWNERSHIP

Unless otherwise agreed to, AGENCY shall be the legal owner of the equipment. The SUBGRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the equipment without the prior written approval of AGENCY.

6. OPERATION AND MAINTENANCE OF EQUIPMENT

- A. SUBGRANTEE is solely responsible for the expense of operating and maintaining the equipment.
- B. SUBGRANTEE is solely responsible for maintaining the equipment.
- C. SUBGRANTEE is solely responsible for the expense of replacing the equipment if it is destroyed, lost, stolen, or rendered useless prior to the expiration of this LOA, replacement equipment must be of comparable brand, model and technical and operational specifications.
- D. Representatives, agents or employees of the SUBGRANTEE in the performance of this LOA shall act in an independent capacity and not as officers, employees or agents of AGENCY.
- E. SUBGRANTEE shall keep complete and accurate records of all expenditures pertaining to the purchase of additional equipment and the operation and maintenance of the equipment; such

COUNTY OF NAPA EQUIPMENT LOA**Attachment 1**

records shall be available and open to AGENCY at all reasonable times for inspection and audit by any authorized representative of AGENCY.

7. TERMINATION

- A. This LOA may be terminated by AGENCY or SUBGRANTEE, at any time, with or without cause, upon 30 days written notice from one to the other.
- B. AGENCY may terminate this LOA immediately upon notice of SUBGRANTEE'S malfeasance.

8. DISPUTE RESOLUTION

If the parties fail to mutually agree on any matter under this LOA or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this LOA, the parties shall submit the matter to resolution according to the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this LOA, the disputing party shall first provide a written statement to the other describing the general nature of the claim.
- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. Within ten (10) business days of the receipt of the statement by the other party, the respective authorized representatives shall meet and confer in good faith to either: (1) resolve the matter and set forth such resolution in writing; or, (2) define the dispute in a writing that includes a description of each party's position, proposed resolution(s) and a list of projects or tasks that would be affected by the proposed resolution.
- D. If the authorized representatives fail to resolve the matter within ten (10) business days of such failure to agree, the AGENCY and the SUBGRANTEE'S City Manager shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective authorized representatives shall serve as the basis for further attempts at resolution.
- E. A resolution of the matter shall be memorialized in writing and incorporated into this LOA.
- F. If the parties fail to resolve the dispute, the LOA shall immediately terminate.

9. REVERSION OF EQUIPMENT

If, for any reason whatsoever, this LOA is terminated prior to the expiration of the term of the LOA, then the SUBGRANTEE shall deliver the equipment to AGENCY and shall execute any document necessary to effect appropriate changes in pertinent public records; the reversion of registered title is declared to be in addition to, and not in lieu of, any other remedies for breach of this LOA which may be available to AGENCY.

10. ASSIGNMENT OR TRANSFER OF EQUIPMENT

SUBGRANTEE shall not assign its interest in this LOA without first obtaining AGENCY's written consent. AGENCY may impose reasonable terms and conditions.

11. PUBLIC ENTITY MUTUAL INDEMNIFICATION**A. AGENCY to Indemnify SUBGRANTEE**

AGENCY agrees to defend and indemnify SUBGRANTEE, its agents, officers and employees (collectively referred to in this paragraph as 'SUBGRANTEE'), from any claim, action or proceeding against SUBGRANTEE, arising solely out of the acts or omissions of AGENCY in the performance of this LOA. At its sole discretion, SUBGRANTEE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve AGENCY of any obligation imposed by this Section. SUBGRANTEE shall notify AGENCY promptly of any claim, action or proceeding and cooperate fully in the defense.

B. SUBGRANTEE to Indemnify AGENCY

SUBGRANTEE agrees to defend and indemnify the AGENCY, the County, its agents, officers and employees (collectively referred to in this paragraph as ' AGENCY ') from any claim, action or proceeding against AGENCY arising solely out of the acts or omissions of SUBGRANTEE in the performance of this LOA. At its sole discretion, AGENCY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SUBGRANTEE of any obligation imposed by this Section. AGENCY shall notify SUBGRANTEE promptly of any claim, action or proceeding and cooperate fully in the defense.

C. Each Party to Defend Itself for Concurrent Claims

AGENCY agrees to defend itself, and SUBGRANTEE agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of AGENCY and SUBGRANTEE. In such cases, AGENCY and SUBGRANTEE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph E. below.

D. Joint Defense

Notwithstanding paragraph C. above, in cases where AGENCY and SUBGRANTEE agree in writing to a joint defense, AGENCY and SUBGRANTEE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of SUBGRANTEE and AGENCY. Joint defense counsel shall be selected by mutual agreement of AGENCY and SUBGRANTEE. AGENCY and SUBGRANTEE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph E. below. AGENCY and SUBGRANTEE further agree that neither party may bind the other to a settlement agreement without the written consent of both AGENCY and SUBGRANTEE.

E. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, AGENCY and SUBGRANTEE may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. RECORDS RETENTION

SUBGRANTEE shall establish and maintain property, programmatic and financial management and tracking systems in accordance with federal requirements including, but not limited to, California Code of Regulations, Title 28 and Code of Federal Regulations (CFR), Parts 66.20, 66.32 and 66.33.

COUNTY OF NAPA EQUIPMENT LOA**Attachment 1****13. SUBJECT TO AUDIT**

SUBGRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this LOA.

SUBGRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after grant close-out, unless a longer period of records retention is stipulated. SUBGRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBGRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this LOA (GC 8546.7, PCC 10115 et seq., and CCR Title 2, Section 1896). Should SUBGRANTEE be found non-compliant or fail audit, SUBGRANTEE is liable for all costs associated with findings.

14. RECYCLING CERTIFICATION

A. State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycles content, both post consumer waste and secondary waste as defined in the Public Resources Code sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this LOA, regardless of whether the product meets the required recycles product percentage as defined in the Public Resources Code sections 12161 and 12200. Contractor may certify that the product contains zero recycles content. (Public Resources Code sections 10233, 10308.5, 10354)

B. SUBGRANTEE is responsible for advising all perspective bidders of responsibilities and requirements by including specific language in any and all Invitations for Bids and Requests for Proposals. Suggested language and forms which may be used are attached to this exhibit.

III. The SUBGRANTEE is responsible for reviewing all bids for compliance with Recycling Certification requirement.

15. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT

If the SUBGRANTEE has contributed money other than grant funds to cover the payment of purchase costs, and in the event of a sale of the equipment after the expiration or termination of this LOA or the reversion of the equipment to AGENCY, then the proceeds of the equipment sale shall be distributed between AGENCY and the SUBGRANTEE in proportion to their respective contributions in paying the purchase costs, e.g.: if the purchase costs totaled \$100,000 and the grant contribution amounts to \$60,000, then AGENCY would receive 60% of the equipment sale proceeds and SUBGRANTEE would receive 40%.

16. USE OF EQUIPMENT

A. Equipment shall be used by the SUBGRANTEE in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal agency.

COUNTY OF NAPA EQUIPMENT LOA**Attachment 1**

- B. The grantee or SUBGRANTEE shall also make equipment available for use on other projects or programs currently or previously supported by the federal government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees may be considered if appropriate.

17. EQUIPMENT MANAGEMENT

- A. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:
- I. Property records must be maintained that include a description of the property, a serial number or other identification number, assigned user(s), the acquisition date, and cost of the property, the deployed location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - II. Equipment valued at \$5,000 or more shall be labeled with the funding agency's name.
 - III. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - IV. A control system must be established to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - V. Adequate maintenance procedures, including a maintenance log, must be developed to keep the property in good condition.
 - VI. If the SUBGRANTEE is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- B. Damaged, lost or stolen equipment shall be reported to AGENCY in writing within five (5) business days of incident and replaced within thirty (30) days thereafter.

COUNTY OF NAPA EQUIPMENT LOA**Attachment 1**

-
- C. Disposition of original or replacement equipment, when no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, will be made in consultation with AGENCY. AGENCY will request disposition instructions from the federal agency and work with SUBGRANTEE to implement agency recommendations.

18. REPORTING

SUBGRANTEE shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by AGENCY, in form and substance satisfactory to AGENCY.

19. SUPPLIES

Title to supplies acquired by SUBGRANTEE will vest, upon acquisition, with SUBGRANTEE. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the SUBGRANTEE shall compensate the awarding agency for its share if requested.

20. COPYRIGHTS

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

21. CONTRACT MANAGEMENT

- A. SUBGRANTEE will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- B. SUBGRANTEE will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the SUBGRANTEE shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - i. The employee, officer or agent,
 - ii. Any member of his immediate family,
 - iii. His or her partner, or

COUNTY OF NAPA EQUIPMENT LOA

Attachment 1

- iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The SUBGRANTEE'S officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. SUBGRANTEE may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and SUBGRANTEE'S officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

COUNTY OF NAPA

CITY OF ST. HELENA

By:

By:

Ryan Gregory
Chair, Board of Supervisors
Napa County

Mark T. Prestwich
City Manager
Administration

APPROVED AS TO FORM
Office of County Counsel

By: Silva Darbinian

Date: November 5, 2018

APPROVED AS TO FORM
City Attorney

By: _____

Date: _____

CITY OF ST. HELENA

RESOLUTION No. 2019-

Resolution authorizing the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment.

RECITALS

- A. During declared disaster events the City of St. Helena may obtain equipment from the County of Napa that has been purchased with federal grant funds in order to continue operations and for emergency response measures; and
- B. Once the County of Napa has assigned the equipment outside of their control they must ensure that the entities that have been assigned the equipment are managing the equipment appropriately; and
- C. Per the Code of Federal Regulations the purchase and distribution of equipment obtained with grant funds requires the County of Napa to have a Letter of Agreement that describes roles, responsibilities, and assurances of each sub-recipient; and
- D. The County of Napa has requested that the City of St. Helena sign the Letter of Agreement with the Napa County in order to fulfill their federal grant requirements.

RESOLUTION

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

The City Council authorizes the City Manager to sign and execute a Letter of Agreement with the County of Napa outlining roles, responsibilities, and assurances associated with the acquisition, management, and retention of grant funded equipment or grant funding for the purchases of equipment.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

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

Councilmember Chouteau: _____

Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing (1) the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena, (2) the purchase of chemicals from vendors based on the annual recommendation provided by the North Bay Agency Chemical Pool not-to-exceed the adopted/adjusted fiscal year budget, and (3) the City Manager to execute the necessary agreements or purchase orders on behalf of the City.

CEQA Not a CEQA project
Determination:

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Bulk quantities of chemicals are used in a number of different processes to treat water at the Louis Stralla Water Treatment Plant and wastewater at the City's Wastewater Treatment and Reclamation Plant. It has been the City's practice to purchase these chemicals throughout the fiscal year and to establish guaranteed prices for chemical deliveries for the entire year. Water and Wastewater treatment chemicals include coagulants used to remove solids; Sodium Hypochlorite as a filter aid, oxidizer, and disinfectant; Sodium Hydroxide for pH adjustment; and non-ionic polymer as a coagulant and filter aid.

DISCUSSION

The City of St. Helena is a member of the North Bay Agency Chemical Pool (NBACP) along with 13 other public agencies. The NBACP endeavors to obtain the best available pricing through joint purchasing. In accordance with City of St. Helena Municipal Code

Section 3.04.150, The bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. Cooperative purchases must be competitively awarded, and documentation as to the advantage of the cooperative purchase retained. By combining the quantities of chemicals needed by the purchasing consortium, the City benefits from the economies of scale and receives lower bid prices compared to if the City bid its chemical needs alone. Annually, NBACP issues invitations to bid for the following fiscal year.

Upon receipt of bids, the Bid Tabulation for each primary chemical and the NBACP's Award Letter, are sent to each member agency for use in the appropriate fiscal year. The Bid Tabulation contains historical pricing chart for each chemical over the last six (6) years. Review of the summary illustrates that over time, some costs have increased and others have decreased. These variances are affected by transportation, raw material, and energy costs. The Invitation to Bid, Bid Tabulation, and Award Letter for FY 2019-2020 are included as attachments to this report.

Annually, the City of St. Helena purchases approximately \$300,000 in process chemicals for both the Water Treatment Plant and Wastewater Treatment Plant. Staff is recommending City Council approve a resolution authorizing the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena, authorize the purchase of chemicals based on the annual Recommendation provided by NBACP up to the City Council adopted/adjusted budget amount, and execute the necessary agreements or purchase orders on behalf of the City.

FISCAL IMPACT

The FY 2019-20 adopted budget includes \$150,000 in process chemicals for the Wastewater Treatment Plant and \$143,500 in process chemicals for the Water Treatment Plant. Annually, the chemical costs are included in the department operating budgets.

RECOMMENDED ACTION

Adopt a resolution authorizing (1) the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena, (2) the purchase of chemicals from vendors based on the annual recommendation provided by NBACP not-to-exceed the adopted/adjusted fiscal year budget, and (3) the City Manager to execute the necessary agreements or purchase orders on behalf of the City.

ATTACHMENTS

[NBACP INVITATION TO BID NOTICE 19-20](#)

[BID Tabulation FY 2019-2020 \(002\)](#)

[FY 2019-2020 AWARD LETTER \(002\)](#)

[Resolution NBACP Chemical Purchase](#)

NOTICE TO BIDDER **NORTH BAY AGENCY CHEMICAL POOL** **CHEMICAL REQUIREMENTS for 2019-2020**

The North Bay Agency Chemical Pool (NBACP) entities of:

- | | | |
|----------------------------|-----------------------|---|
| 1) City of American Canyon | 6) City of Napa | 11) City of West Sacramento |
| 2) City of Benicia | 7) City of Petaluma | 12) Solano Irrigation District |
| 3) City of Calistoga | 8) City of St. Helena | 13) Town of Yountville |
| 4) City of Davis | 9) City of Vacaville | 14) Vallejo Flood & Wastewater District |
| 5) City of Fairfield | 10) City of Vallejo | |

all in the state of California and acting collectively through their authorized procurement officials, respectfully request sealed bids for the procurement of Water Treatment/Wastewater Treatment process chemicals during the fiscal year of 2019 - 2020 (July 1, 2019 to June 30, 2020).

Bids will be accepted until **2:00 P.M. PST, Thursday, May 2, 2019** at the following location:

IN PERSON: EIB Jamieson Canyon Water Treatment Plant
 270 Kirkland Ranch Rd
 American Canyon, CA 94503
 Attention: Lisa Sanchez/Bob Janowski

MAILING: City of Napa
 NBACP – Attention: Lisa Sanchez
 P.O. Box 660
 Napa, CA 94559

ELECTRONIC: lsanchez@cityofnapa.org

At 2:00 pm, the bids will be publicly opened and announced to all in attendance. Bidders are invited, but not required, to attend the bid opening. It is the sole responsibility of the bidder to ensure that their bid is received on time at the above location, either in person, via mail, express delivery or by e-mail. No bids will be accepted after the above date and time, and bids received thereafter shall be returned to the bidder and will not be considered under any circumstances. **Please note: The United States Postal Service (USPS) does NOT deliver to EIB Jamieson Canyon Water Treatment Plant. Please use FedEx or United Parcel Service (UPS) to send directly to the Water Plant, if necessary.*

Any modifications or withdrawal of a bid, prior to the opening of bids, is subject to the same conditions stated above. A bid may also be withdrawn in person by a bidder or its authorized representative, provided identification is supplied and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

In order to qualify for a responsive bidder status, prospective bidder must submit the following documents:

- a. Completed and signed "Standard Agreement"
- b. Completed "**NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2019/2020**"
- c. Proof of Required Insurance Limits and Endorsements
- d. Manufacturer's Safety Data Sheets (SDS)

The NBACP agencies reserve the right to reject any or all bids; to waive informalities or irregularities in the bids received as they see best; to reject non-conforming, non-responsive or conditional bids; and to accept the bid(s), which, in each entity's judgment individually, is in their best interest.

The awards of bids will be confirmed at a meeting of the NBACP member agencies on May 9, 2019. The *Award of Bid* shall be awarded to the "lowest responsible and responsive bidder". All vendors will be notified of the *Award of Bid* by May 9, 2019.

Any questions concerning this bid shall be directed to Lisa Sanchez, NBACP Chair, City of Napa, Host Agency, between the hours of 6:00 AM and 3:30 PM, Monday through Friday.

On behalf of the NBACP,

Lisa Sanchez
Lisa Sanchez

4/10/2019
Date

NBACP Chair
Phone: 707-253-0822

Email: lsanchez@cityofnapa.org

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**NORTH BAY AGENCY CHEMICAL POOL
CHEMICAL REQUIREMENTS for 2019-2020**

STANDARD AGREEMENT

c/o: Lisa Sanchez
NBACP Chair
City of Napa
EIB Jamieson Canyon Water Treatment Plant
270 Kirkland Ranch Road
American Canyon, CA 94503

Dear Ms. Sanchez:

I hereby agree to furnish the chemicals identified in the attached bid form(s), as solicited by the NBACP, to the following NBACP agencies:

- | | | |
|----------------------------|-----------------------|---|
| 1) City of American Canyon | 6) City of Napa | 11) City of West Sacramento |
| 2) City of Benicia | 7) City of Petaluma | 12) Solano Irrigation District |
| 3) City of Calistoga | 8) City of St. Helena | 13) Town of Yountville |
| 4) City of Davis | 9) City of Vacaville | 14) Vallejo Flood and Wastewater District |
| 5) City of Fairfield | 10) City of Vallejo | |

and in accordance with the prices, specifications, terms and conditions as stated in the bid packet.

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

E-mail: _____

Authorized Representative: _____

Signature: _____ Date: _____

WE ACKNOWLEDGE ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS:

**NORTH BAY AGENCY CHEMICAL POOL
FOR FISCAL YEAR 2019/2020**

BID FORMS

PRIMARY BULK CHEMICALS				
CHEMICAL	PRODUCT	COST UNIT	DELIVERY DESCRIPTION	COST PER UNIT
Aluminum Sulfate	48%	Dry Ton	Full Load (~45,000 pounds)	
Aluminum Sulfate (acid alum)	35%	Dry Ton	Full Load (~45,000 pounds)	
Carbon Dioxide Gas	100%	Pounds	Full Load (~18,000 pounds)	
Carbon Dioxide Gas	100%	Pounds	Short Load (< 2,000 pounds)	
Ferric Chloride	43%	Dry Ton	Full Load (~45,000 pounds)	
Fluorosilicic Acid	24%	Dry Ton	Full Load (~45,000 pounds)	
Liquid Chlorine Gas	100%	Ton	Short Load (<4 cylinders)	
Liquid Oxygen Gas	100%	CCF	Full Load (280-460 CCF)	
Sodium Metabisulfite	25%	Gallons	Full Load (>1000 gallons)	
Sodium Hydroxide	50%	Dry Ton	Full Load (~45,000 pounds)	
Sodium Hydroxide	25%	Dry Ton	Full Load (~45,000 pounds)	
Sodium Hypochlorite	12.5%	Gallons	Full Load (>4,000 gallons)	
Sodium Hypochlorite	12.5%	Gallons	Short Load (≤4,000 gallons)	
Sodium Hypochlorite	12.5%	Gallons	55 gallon drum	

SUBMITTED BY: Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT PERIOD

The bid pricing shall be fixed for the fiscal year FY 2019-2020 (July 1, 2019 through June 30, 2020).

2. BID FORM

Only bids submitted on the NBACP for Fiscal Year 2019/2020 Bid Form (attached) shall be accepted. The Bidder must sign and date their bid, and the bid form may be rejected if it shows any omissions, alterations of form, additional information not called for, conditional bid or any irregularities of any kind.

3. QUANTITY ESTIMATES

The quantities listed on the technical specifications for chemicals are estimates of annual chemical requirements for bid purposes only. Nothing in these stated quantities shall be construed as obligating any Agency to purchase specific quantities, as these quantities will vary with water demand and the extent of treatment required. All participating Agencies reserve the right to purchase any quantity of chemical listed, at the contract bid price, regardless of stated estimated quantities.

4. BID FORMAT

All chemicals shall be bid as a unit price. Such unit price shall reflect all costs including but not limited to: material, transportation, unloading, (if applicable) tax or any other costs or fees which will be incurred as a result of purchasing a chemical from a particular supplier. Bids that do not include the unit prices shall be considered irregular and, at the option of the Agencies, may be eliminated from further consideration.

5. COMPETITIVENESS AND INTEGRITY

The collective agencies have assigned control of this acquisition process to the host Agency identified in the *Bid Notice* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Suppliers are to direct all communications regarding this bid to the designated host agency, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offending firm's offer. The host agency may refer communications to other participating agencies for clarification.

6. MODIFICATION, ADDENDA AND INTERPRETATIONS

All changes to the bid documents initiated by the NBACP shall be through written addendum and furnished to all Bidders via e-mail. Any apparent inconsistencies or matters seeming to require explanation or interpretation, must be inquired by the Bidder at least 48 hours (excluding weekends and holidays) prior to the time set for the Bid opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the *Standard Agreement*.

7. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from these specifications MUST be noted in detail, and submitted in writing on the *Standard Agreement*. Complete specifications should be attached for any substitutions offered or when exceptions are desirable or necessary. The absence of the specification deviation statement will hold the Bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted, the Bidder's name should be clearly shown on each document.

8. BIDDER REPRESENTATION

Each Bidder must be an authorized agent of their company to perform the bidding and authorized to sign the bid documents. Bid documents shall be completed fully, including their full business and e-mail address on the forms provided, and signed with their usual signature. Bids by partnerships shall be signed by one of its executive members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind in the matter and shall have the corporate seal affixed thereto.

9. MANUFACTURER'S INFORMATION

Bidders shall submit with their bid the following:

- A. An affidavit of compliance to the appropriate AWWA, NSF standard, or "Title 22 Documentation" referenced, or a statement by the manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity.
- B. A representative laboratory analysis of the chemical to be furnished.
- C. Name and address of chemical manufacturer
- D. Product Bulletin and Typical Properties
- E. Safety Data Sheet (SDS)

10. PROPRIETARY INFORMATION

All information included in any bid proposal that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

11. BROCHURES

Bid proposals may include descriptive brochures that describe the manufacturer, its product, and its applications.

12. BID SUBMITTAL

Bids may be submitted via e-mail, mail or delivered in person. Bidders should allow adequate delivery time when using either express delivery, postal service or other means.

13. BID CHANGES

A bid may be modified or withdrawn prior to the bid opening date and time, but only by the Bidder (or authorized representative), provided identification is supplied and a receipt is signed for the bid. Bids,

amendments thereto, or withdrawal requests received after the date and time advertised for the bid opening, will not be considered.

14. DEFINITION OF BIDDERS

A qualified bidder: is a firm/person who has submitted a bid that is determined by the NBACP to meet standards of business competence, reputation, financial ability, and product quality.

A responsive bidder: is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the product, and any other requirement of the bid instructions.

A responsible bidder: is a firm/person who has submitted a bid that meets the criteria of a qualified and a responsive bidder.

A successful bidder: is a responsible bidder with the lowest bid for that particular chemical and as determined by paragraph 15, "BASIS OF BID AWARD", thereafter called Chemical Supplier (Supplier).

An agency: means an individual local water or wastewater agency who is a member of the NBACP.

15. BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsible bidder meeting the specifications. The following is a list of the criteria that shall be used in the award of this bid.

- A. Unit cost of the product
- B. Specific deviations (if any)
- C. Product specifications
- D. Guaranteed warranties or standards of quality
- E. Capabilities to deliver product throughout the fiscal period
- F. Company's reputation and previous customer service record

16. BID REJECTION OR PARTIAL ACCEPTANCE

The NBACP reserves the right to reject any and all bids, to waive informalities or typographical errors found on the Bid Forms received, to reject non-conforming or conditional bids, and to accept the bid(s) which are in its best interest.

17. TIE BIDS

In the case of tie bids regarding unit costs, the NBACP reserves the right to award based on the factors previously outlined in paragraph 15.

18. BACKUP AWARD

Bidder with the second lowest responsive bid will be awarded as the Backup Supplier. In the event of an emergency or should the awarded bidder fail to fulfill its duties as the designated Supplier for the specific chemical, the Backup Supplier will take its place as the primary Supplier for the specific chemical and at the Backup Supplier's original bid unit prices.

Supplier's failure to fulfill its duties shall be defined as in page 17 of this specification, **Instruction to Bidders**, paragraph 26, "TERMINATION OF AWARD FOR CAUSE".

19. SELECTING THE SUCCESSFUL BIDDER AND RECOMMENDATION VENDOR SUMMARY

Bid proposals will be summarized and reviewed with the NBACP members following the bid opening. A majority of NBACP member must be present at the bid review meeting in order to select the successful bidder for each chemical. Each bidder for that specific chemical will be evaluated on the basis of the six criteria listed in paragraph 15 of these instructions to determine the successful bidder. The successful bidder for each chemical will be placed in the NBACP's Recommended Vendor Summary. The NBACP Recommended Vendor Summary will be provided to vendors by May 11, 2019. No bid results will be offered over the telephone.

20. COMPLETE BID PACKAGE

The required Complete Bid Package for bidding shall consist of the following:

- a. Completed and signed Standard Agreement
- b. Completed **"NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2019/20 BID FORM"**
- c. Proof of Insurance and Endorsements
- d. Manufacturer's Information: refer to item 9 above for list of "Manufacturer's Information".

GENERAL REQUIREMENTS

1. NORTH BAY AGENCY CHEMICAL POOL (NBACP)

The sole purpose of the agency is to provide a single bidding source for the local water treatment and waste water treatment chemical needs and make recommendations based on the lowest responsible bidder. It is the responsibility of local Agencies to finalize the procurement process of the NBACP's preferred supplier of that certain chemical.

2. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neutral, and when the sense so indicates, words of the neutral gender may refer to any gender.

3. CONTRACT PERIOD

The bid pricing shall be fixed for the fiscal year FY 2019/20, (July 1, 2019 through June 30, 2020).

4. LAWS AND REGULATIONS

The chemical Supplier shall comply with all applicable State of California and Federal laws, City and County ordinances, licenses and regulations during the contract period.

5. EQUAL OPPORTUNITY

The successful Bidder will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990. A certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by any participating agency.

6. SITE VISITS

After the bid opening, the successful bidders are welcome to visit all treatment plant facilities to familiarize themselves with the chemical storage and handling. Each Agency reserves the right to specify alternate delivery points as necessary.

7. CHEMICAL CONFORMANCE

All chemicals shall conform to their appropriate chemical's technical specification. All chemicals designated as applicable for potable water treatment process shall be NSF 60 rated and/or meets the appropriate AWWA standard. All chemicals designated as applicable to wastewater treatment process shall meet the appropriate AWWA standard. The chemical supplier shall insure that the chemical being supplied meets such specifications and requirements.

8. WARRANTIES

Bidder warrants that all materials will conform within applicable specifications given to Agencies and will be free from defects. Without limitation of any rights which Agencies may have by reason of any breach of warranty, products which are not as warranted may be returned at Bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct.

9. PURCHASE ORDERS

It is the responsibility of each Agency to issue Purchase Orders and/or Contract Agreements to the successful bidder who is supplying the desired chemical. The Purchase Order and/or Contract Agreements and this bid shall constitute the entire agreement. Therefore, all chemical sales shall be invoiced directly to those Agencies, as per the Purchase Orders and/or Contract Agreements.

10. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency.

11. INSURANCE

The successful Bidder shall not commence work under the Agreement until Bidder has obtained all the insurance(s) required under this paragraph and such insurance(s) shall have been approved by the individual Agency as to form and carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Bidder shall procure and maintain for the duration of the contract all necessary 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 Bidder, the Bidder's agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance shall be at least as broad as:
 - a. Personal injury
 - b. Contractual liability
 - c. Contractor's broad form pollution liability
 - d. Product liability
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto)
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Bidder shall maintain limits no less than:

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If Bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations; product liability, contractor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below. ISO Form CG 20 10 (1/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.
Comprehensive Automobile Liability Insurance	\$5,000,000 per accident for bodily injury and property damage, to include automobile pollution liability. If the Bidder is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/waste/substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by the Bidder.
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.
Broad Form Contractors Pollution Liability Insurance	Same limits as Commercial General Liability insurance. Time Element Sudden and Accidental coverage and/or any Blended Pollution Endorsements on General Liability and Auto Liability policies and/or Pollution Liability policies <u>will not</u> be accepted.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by each Agency. At the option of each Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Bidder is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

Other Insurance Provisions

The required general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, occupied or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Bidder's insurance coverage shall be primary insurance as respects the Agencies, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agencies, its officers, officials, employees, agents or volunteers shall be excess of the Bidder's insurance and shall not contribute with it and in no way relieves the Bidder from its responsibility to provide insurance.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agencies, its officers, officials, employees, agents or volunteers.
4. The Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies individually.
6. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the Agency. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agency Agreement or (2) the full coverage and maximum limits of any insurance proceeds available to the Bidder, whichever is greater.
7. If an umbrella or excess insurance policy is used to satisfy the required limits of insurance, it shall be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Agency before the Agency's own insurance shall be called upon to protect it as a named insured.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Bidder shall furnish the Agencies with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Agency. All endorsements are to be received and approved by each individual Agency before work commences. As an alternative to Agency forms, the Bidder's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Agencies.

12. INDEMNIFICATION

To the maximum extent permitted by law, the successful Bidder shall, at its own expense, indemnify, defend with counsel acceptable to each North Bay Agency Chemical Pool participating Agency listed on the Standard Agreement for chemical requirements, (which acceptance will not be unreasonably withheld), and hold harmless each such participating Agency and its officers, officials, employees, agents

and volunteers ("Indemnities") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard

Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement, regardless of any fault or alleged fault of the Indemnitees.

The successful Bidder's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the successful Bidder's inability to evaluate Liability, or because the successful Bidder evaluates Liability and determines that the successful Bidder is not or may not be liable. The successful Bidder must respond within 30 calendar days to any tender for defense and indemnity by any participating Agency, unless the time for responding has been extended by an authorized representative of the participating Agency in writing. If the successful Bidder fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the successful Bidder under the Standard Agreement as shall reasonably be considered necessary by the participating Agency may be retained by the participating Agency until disposition has been made of the matter subject to tender, or until the successful Bidder accepts the tender, whichever occurs first.

The successful Bidder waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the successful Bidder arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement.

13. PATENT GUARANTEE

The Bidder shall, with respect to any Bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies.

14. CHEMICAL ORDERS

All orders placed throughout the contract period will be initiated separately by each respective Agency, and each will be responsible for the coordination of all aspects of those orders with the successful Bidder(s). Inquiries in reference to individual orders during the contract period shall be directed to the appropriate individual Agency.

15. DELIVERY REQUIREMENTS

Delivery Bill of Lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to its shipping manifest. Delivery times and dates shall be coordinated between the supplier and each Agency. The supplier shall notify the agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date unless delivery delays are a result of in-route transportation delays, then notification shall be required to inform the Agency of best effort delivery date and time. Persistent late deliveries shall be a basis for contract termination. **Any supplier who anticipates a production shutdown that could affect delivery of chemicals must send fax notifications to all NBACP members of delivery status. A phone call must all be made to each member of the NBACP as a follow up notification.**

16. TEMPORARY FUEL SURCHARGE

In the event that the California regional section of DOE On-Highway Diesel Fuel exceeds \$5.00 per gallon, the Supplier may submit a request for a "Temporary Fuel Surcharge" to offset the unanticipated Fuel cost increase. The request for "Temporary Fuel Surcharge" must include the methodology used to calculate the fuel surcharge and said fuel charge assess on per delivery or per bid item unit price. If a "Temporary Fuel Surcharge" is approved by the respectively Agency, said Fuel Surcharge shall remain in effect until the U.S. Average DOE price drops below \$5.00 per gallon and the "Temporary Fuel Surcharge" will longer apply. Adjustments to the "Temporary Fuel Surcharge" may only be made once every 3 months by resubmitting another request.

17. SAFETY

Supplier shall insure that their employees, subcontractors or agents comply with all Cal/OSHA, OSHA, and EPA safety standards while they are on Agency premises. All chemicals shall be delivered per Department of Transportation regulations. Chemicals shall stay in possession of the Supplier and not unloaded until accepted by the participating Agency. The Agencies reserve the right to individually refuse (at their sole discretion) any shipment which cannot be unloaded using safe and proper techniques. Any such refusal shall result in the return of product at the seller's sole expense.

Should a chemical spill/leakage occur due to negligence, faulty equipment and/or inferior packaging on the part of the supplier or his agents; the Supplier and/or his agents shall take immediate and appropriate actions to clean any spilled chemical, transport and lawfully/properly dispose of spilled waste material. The property of the Agency where the delivery is being made shall not be used for such disposal. Any and all cost incurred as the result of the supplier and/or his supplier caused spill/leakage clean up shall be the responsibility of the supplier and/or his agents and at no charge to the Agency where the delivery is being made including and not limited to Regulatory Agency fines. If the spill/leakage is NOT cleaned up or to the satisfaction to the Agency and/or Regulatory Agency, the Agency will hire a certified Hazardous Material Handling company to clean up the spill/leakage, and the cost for such service will be charged to the Supplier.

The NBACP and their member agencies have a zero-tolerance policy for re-occurring safety violations from the suppliers and his agents and will terminate the Supplier for cause.

18. QUALITY CONTROL

The Agencies reserve the right to subject samples of the supplied chemical to analysis to ensure that it meets these specifications. If the chemical fails to meet these specifications, the Agencies have the option of requiring the chemical supplier to remove and replace any and all rejected chemical(s) within two (2) business days of notification. No payment shall be made for any chemical shipment that is rejected. Any lot tested by an Agency that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for termination of the contract.

19. OVER SHIPMENTS

Material shipped in excess of quantity ordered may be returned at Bidder's expense.

20. ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of any portion of the goods covered by this Bid shall be deemed an acceptance of the terms set forth herein.

21. TAXES

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which shall exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a potable water product. However, chemicals used

to treat the byproducts from the water treatment process are subject to sales tax. It is the responsibility of each individual potable water agencies to provide the selected suppliers with these certificates. Chemicals purchased for use in wastewater treatment facilities are subject to sales tax. Any other mil tax, surcharge, or impost specific to a chemical shall be shown as a separate item on your "Specification Deviation Statement" at the bottom of the *Standard Agreement*.

22. INVOICING and PAYMENTS

Invoices submitted for payment must be originals (faxed copies will not be accepted) and shall be sent via U.S. mail, courier service or e-mailed attachments in order for the payments to be processed promptly, invoices must be correct and accurate. Error original invoices will be not hand correct by the Agency for payment. Habitual or re-occurring inaccurate billing will be cause for termination of contract.

Payments for all products will be made individually by the respective Agencies of the NBACP. The NBACP will not be held responsible for the financial arrangements made between each individual Agency and the successful bidder. Cash discounts for early remittance of payment should be so stated on the invoice and based upon "Net Payment in Thirty (30) Days". In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

23. SUB-CONTRACTING

No portion of the bid award may be subcontracted to another chemical vendor without the prior written approval of the NBACP Agencies.

24. ASSIGNMENT

Bidder shall not assign this order or any moneys to become due hereunder without the prior written consent of each Agency. Any assignment, or attempt at assignment, made without such consent of each agency shall be void.

25. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit or creditors.

26. TERMINATION OF AWARD FOR CAUSE

If the successful Bidder fails to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements, general requirements, or stipulations of the award, each Agency shall have the right to unilaterally terminate the contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful Bidder and the Agency may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the Agency from the successful Bidder is determined.

Aluminum Sulfate (Regular and Acidized)

1. Chemical and Physical Properties: All liquid aluminum sulfate furnished under the contract shall conform to AWWA specification B403-16 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, light green or amber in color, with adequate clarity
Ionic character:	Cationic
Molecular weight:	594 for $\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$

<u>Component</u>	<u>Acidized</u>	<u>Regular</u>
Chemical formula		
$\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$	~35%	~48%
Water-soluble aluminum: as Al_2O_3	~6.0%	~8.2%
Dry density lbs/gal: (depending on acidity grade)	~3.60	~5.34
Specific gravity:	~1.24	~1.33
pH (depending on acidity grade)	~0.4	~2.4
H_2SO_4 in water		0.5-20%
Water-soluble iron: (as Fe_2O_3) on a basis of 8.0% Al_2O_3		<0.35%
Water-insoluble matter:		<0.2%

2. Documentation - The successful chemical supplier shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful Bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of liquid aluminum sulfate and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – Product will be delivered in full tankers (average 45,000 lbs/load). Deliveries will not be accepted by an Agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot. The successful Bidder shall email to the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Liquid Aluminum Sulfate delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Customer Purchase Order number

- e. Analysis date
- f. Total Al_2O_3 (% by wt)
- g. Total H_2O_3 (% by wt)
- h. Free Alumina (% by wt)
- i. % Fe_2O_3 (Total)
- j. Specific Gravity
- k. Water Insoluble (by wt)
- l. Date of Certificate of Analysis

7. Measurement – Liquid Aluminum Sulfate shall be measured by the Dry Ton of Aluminum Sulfate and calculated as follows:

$$\frac{(\text{Weight of Delivery}) \times (\text{Strength Factor})}{(\text{Price Basis}) \times (2000)} = \text{Dry Ton of Aluminum Sulfate}$$

Price Basis: 48% solution concentration and an 8.2% Al_2O_3 . $8.16\%/48\% = 17\%$

8. Payment – The contract unit price of Liquid Aluminum Sulfate per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast (Dry Tons)
City of American Canyon Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	8,000	acidized 330
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	13,000	acidized 465
City of Fairfield North Bay Regional WTP Waterman WTP	5110 Waterworks Lane 2900 Vista Grande	Fairfield 94533 Fairfield 94534	50,000 30,000	1300 420
City of St. Helena Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,500	46
City of Vallejo Fleming Hill WTP Travis AFB WTP	202 Fleming Hill Road 383 Fairchild Drive	Vallejo 94589 Travis AFB 94535	2@14,500 6,500	930 120
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd	West Sacramento 95605	21,000	60

TOTAL **3671**

Sodium Hydroxide 50% & 25% Solution (Caustic Soda)

1. Chemical and Physical Properties:

All Sodium Hydroxide contract shall conform to AWWA specification B501-13 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
50% NaOH* Concentration	48.50%*	51.00%**	49.75%**
25% NaOH* Concentration	24.00%*	26.00%**	25.00%**
Na ₂ O* concentration	37.50%*	39.00%*	38.00%*
Na ₂ CO ₃		0.40%	0.28%
NaCl		2.20%	2.10%
Fe		0.0008%	0.00075%
Na ₂ SO ₄		0.05%	0.03%

Notes: * - % by dry weight and ** - % by liquid

2. Documentation - The successful chemical supplier shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Hydroxide and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – The successful bidder shall contact by email the receiving Agency with the following information, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

No deliveries will be accepted by an agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot.

6. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Sodium Hydroxide delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Assay (% solution)
 - f. Specific Gravity @ 20°C

- g. Na₂O (wt %)
- h. Na₂CO₃ (wt %)
- i. NaCl (wt %)
- j. NaClO₃ (wt %)
- k. Na₂SO₄ (wt %)
- l. Fe (ppm)
- m. Appearance
- n. Date of Certificate of Analysis

7. Measurement – Sodium Hydroxide shall be measured by the Dry Tons (TON) and calculated as follows:

$$\frac{(\text{Solution Weight}) \times (\text{Specific Gravity}) \times (8.34) \times (\text{solution \%})}{2,000} = \text{Dry Ton of Sodium Hydroxide}$$

8. Payment – The contract unit price of Sodium Hydroxide per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. Location and Quantity of Delivery

50% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast (Dry Tons)
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	13,000	120
City of Fairfield North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	32,000	415
Waterman WTP	2900 Vista Grande	Fairfield 94534	40,000	120
City of St. Helena Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,000	12.3
City of Vallejo Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94589	2@10,000	300

TOTAL **967.3**

25% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size	Forecast (Dry Tons)
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	8,000	105
<i>City of Benicia</i> Water Treatment Plant Wastewater Treatment Plant	100 Water Way 614 East 5 th Street	Benicia 94510 Benicia 94510	13,000 1,100	75 22
<i>City of Napa</i> Hennessey WTP Jameson Canyon WTP Milliken WTP	1000 Sage Canyon Road 270 Kirkland Ranch Rd 630 Chaparral Circle	St. Helena 94574 American Canyon 94503 Napa 94558	2@10,000 3@8450 13000	80 150 5
<i>City of Vallejo</i> Fleming Hill WTP Travis AFB WTP	202 Fleming Hill Road 383 Fairchild Drive	Vallejo 94589 Travis AFB 94535	2@10,000 5,200	150 32
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd	West Sacramento 95605	2@4,000	90
<i>Vallejo Flood & Wastewater District</i>	450 Ryder Street	Vallejo 94590	1,000	6

TOTAL **715**

Liquid Oxygen (LOX)

General - LOX shall be delivered to a vertical or horizontal storage tank supplied by Bidder. Deliveries shall be made on an as needed basis, and shall in no way be required to be uniform or regular. The gas shall be suitable for ozone generation and instrument and process use. The LOX supplied shall comply with the specifications as stated in this document.

1. Chemical and Physical Properties: All LOX furnished under the contract shall conform to AWWA specification B304-13 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		-80°F (-62.2°C)
Total Hydrocarbon Content (THC)		25 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. Documentation - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Liquid Oxygen and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – The successful Bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

No deliveries will be accepted by an Agency unless the load is accompanied by an Affidavit of Compliance for the specific batch or lot.

6. Affidavit of Compliance - For each delivery of LOX, the Bidder shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:
 - a. Temperature (0°F, 0°C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
 - b. Parts per million (ppm): The THC of the individual shipment shall be stated in parts per million (ppm), and shall be in compliance with this specification.
 - c. Gas grade and purity levels (%): The grade of the LOX delivered at each shipment shall be stated, and shall comply with the grade required by this specification. The purity level of each individual

shipment shall be specified as a weight percentage basis, and shall comply with the purity levels required by this specification.

The person(s) authorized to certify the affidavit of compliance for the BIDDER shall be stated on the request for bid.

7. Laboratory Analysis – A laboratory report (Certificate of Analysis) shall be submitted for each LOX delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:

- a. Date of Manufacturing
- b. Location of manufacturing
- c. Lot number of batch
- d. Analysis date
- e. Minimum Purity (Assay) $\geq 99.5\%$
- f. Dew point @ standard atmospheric pressure (maximum -80°F / -62.2°C)
- g. Total Hydrocarbon content (≤ 25 ppm)
- h. Date of Certificate of Analysis

8. Measurement – LOX can be delivered (metered) in gallons (gal), but shall be invoiced in units of Hundred Cubic Feet (CCF) and shall be calculated as follows:

$$(\text{LOX Delivered gal}) \times (1.151 \text{ CCF/gal}) = \text{CCF of Liquid Oxygen}$$

9. Payment – The contract unit price of Liquid Oxygen per CCF shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item

10. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast (CCF)
<i>City of Fairfield</i>				
North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	37,500	150,000
Waterman WTP	2900 Vista Grande	Fairfield 94534	13,000	104,058
<i>City of Napa</i>				
Jameson Canyon WTP	270 Kirkland Ranch Rd	American Canyon 94503	6,000	166,000
<i>City of Vallejo</i>				
Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94589	11,000	230,000

TOTAL 650,058

Carbon Dioxide (CO₂)

General – Carbon Dioxide shall be delivered to a vertical or horizontal storage tank supplied by Agency. Deliveries shall be made on an as needed basis, and shall in no way be required to be uniform or regular. The gas shall be suitable for potable water treatment and process use. The CO₂ supplied shall comply with the specifications as stated in this document.

1. **Chemical and Physical Properties:** All liquid CO₂ furnished under the contract shall conform to AWWA specification B510-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		-67°F (-55°C)
Total Hydrocarbon Content (THC)		50 Parts Per Million (ppm)
Total Sulfur (TSULF)		0.5 Parts Per Million (ppm)
Water (H ₂ O)		20 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. **Documentation** - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemical shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training** - The successful bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of CO₂ and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery requirements** – The successful bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

No deliveries will be accepted by an agency unless the load is accompanied by an Affidavit of Compliance for the specific batch or lot.

6. **Affidavit of Compliance** - For each delivery of CO₂, Bidder shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:
 - a. Temperature (°F, °C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
 - b. Parts per million (ppm): The THC, TSULF, and H₂O of the individual shipment shall be stated in parts per million (ppm), and shall be in compliance with this specification.

- c. Gas grade and purity levels (%): The grade of the CO₂ delivered at each shipment shall be stated, and shall comply with the grade required by this specification. The purity level of each individual shipment shall be specified as a weight percentage basis, and shall comply with the purity levels required by this specification.

The person(s) authorized to certify the affidavit of compliance for the Bidder shall be stated on the request for bid.

7. Laboratory Analysis – A laboratory report (Certificate of Analysis) shall be submitted for each CO₂ delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of fill
 - b. Location of manufacturing
 - c. Lot number
 - d. Analysis date
 - e. Minimum Purity (Assay) ≥99.5%
 - f. Total Hydrocarbon content (≤50 ppm)
 - g. Total Sulfur content (≤0.5 ppm)
 - h. Total Water content (≤20 ppm)
 - i. Date of Certificate of Analysis
8. Measurement – Carbon Dioxide must be delivered and invoiced in units of pounds.
9. Payment – The contract unit price of Carbon dioxide per pound shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

10. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (Ton)	Forecast (pounds)
City of Fairfield Waterman WTP	2900 Vista Grande	Fairfield 94534	14	220,000
Town of Yountville Community Pool	100 Presidents Circle	Yountville 94599	1	5,000

TOTAL 225,000

Liquid Chlorine Gas

1. Chemical and Physical Properties Chlorine: All liquid chlorine gas furnished under the contract shall conform to AWWA specification B301-10 and ANSI/NSF Standard 60 and be practically chemically pure and shall be completely anhydrous conforming to the following by volume:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Chlorine		99.5%
H ₂ O		0.07%
Residual		0.033%

2. Documentation: The successful Bidder shall provide the documentation as specified under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the NBACP, prior to the start of the contract.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training: Successful Bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. The successful bidder may opt to provide Multi-media training material (video and safety presentation handouts) in-lieu of on-site training. Training will consist of safe handling of liquid chlorine gas and emergency response and leak repair
5. Delivery: Liquid chlorine shall be delivered in steel cylinders (containers) complying with the requirements of the Interstate Commerce Commission and of the State of California, Department of Industrial Relations, Division of Industrial Safety. Liquid chlorine cylinders shall be free of defects and shall be painted in light safety color. All appurtenances attached to Liquid chlorine cylinders shall be leak free.

Deposit or Demurrage: There shall be no deposit, demurrage or rental charges on one-ton chlorine cylinders delivered under this bid. While it is anticipated that cylinders normally will be returned within thirty (30) days, there shall be no deposit or demurrage charge, regardless of time elapsed between delivery and return, during the life of any contract entered into pursuant to these specifications. Chlorine cylinders will be returned within 90 days after the end of contract. Bidder shall indicate the replacement cost of a lost or damaged chlorine cylinder in the Standard Agreement's specific deviation.

6. Payment: Bid Unit Price for each 1-ton cylinder of Liquid Chlorine Gas shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item
7. Laboratory Analysis: A laboratory report shall be submitted for each Liquid Chlorine Gas delivery. This analysis shall include the date of manufacture of the load delivered and no deliveries will be accepted by an agency unless the load is accompanied by said analysis report for the specific batch or lot. Charges for the certified laboratory report shall be included in the bid price.
8. Special Bidding Instructions:

The measurement for Liquid Chlorine Gas shall be for each 1 (one) ton container containing Liquid Chlorine Gas.

Full Load delivery means 4 cylinders or more and Short Load delivery means 1 to 3 cylinders.

9. Location and Quantity of Delivery

North Bay Agency Chemical Pool Member Utility	Address	City/Zip	Typical Delivery	Forecast (Tons)
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	2 ton	18 tons
<i>Solano Irrigation District</i> Cement Hill WTP	1200 Manuel Campos	Fairfield 94533	2 ton	18 tons

Total 36

Sodium Hypochlorite-12.5%- for Potable and Wastewater Use

1. Chemical and Physical Properties: All Sodium Hypochlorite furnished under the contract shall conform to AWWA specification B300-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Specific gravity at 20°C	1.19	1.25	
Available Chlorine	11.9%	14.9%	
Sodium Hypochlorite, (% by wt)	12.5%	15.6%	
Free Alkali (as NaOH)	0.10%	1.0%	
Insoluble		0.15%	
Age of product at Delivery		3 Days	

2. Contaminant Concentration Limits - Sodium hypochlorite specifications for potable water requirements'

Iron	<2.0 mg/L	Nickel	<0.1 mg/L
Copper	<0.2 mg/L	Cobalt	<0.1mg/L
Mercury	<0.05 mg/L	Chlorate	<2,500 mg/L
3. Filtration Limitations - Sodium hypochlorite specifications for potable water requirements: 1000 ml of the sodium hypochlorite product supplied under this contract shall pass through a 0.8 micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.
4. Documentation - The successful chemical supplier shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
5. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
6. Training - The successful bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Hypochlorite and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
7. Delivery requirements – The successful bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

No deliveries will be accepted by an agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot.

8. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Sodium Hypochlorite delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:

- a. Date and location of Manufacturing
- b. Lot number of batch and analysis date
- c. Excess NaOH – Percent by weight and pounds per gallon
- e. Excess Na₂CO₃ – Percent by weight and pounds per gallon
- f. Date of Certificate of Analysis

9. Measurement – Sodium Hypochlorite shall be measured by the gallon and calculated as follows:

$$\frac{\text{Delivered Net Weight (lbs.)}}{\text{Specific Gravity}} = \text{gallons of Sodium Hypochlorite}$$

10. Payment – The contract unit price of Sodium Hypochlorite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

*See Item 11 on next page

11. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
City of American Canyon Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	2,500	20000
Wastewater Treatment Plant	151 Mezzetta Court	American Canyon 94503	2,000	25000
City of Benicia Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	16,600	100,000
James Lemos Swimming Pool	181 East J Street	Benicia 94510	2,000	Short 5,000
City of Calistoga Water Treatment Plant	3522 Evey Road	Calistoga 94515	2,500	15,000
Wastewater Treatment Plant	1100 Dunaweal lane	Calistoga 94515	8,000	35,000
City of Davis Wastewater Treatment Plant	45400 County Road 28H	Davis 95616	6,000	285,000
City of Fairfield Waterman WTP	2900 Vista Grande	Fairfield 94534	20,000	75,000
North Bay Regional WTP	5110 Waterworks Ln.	Fairfield 94533	35,000	220,000
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd.	West Sacramento 95605	2@8000	110,000
Town of Yountville Waste Water Rec Facility	7501 Solano Ave	Yountville 94599	55-gallon drum 2,100	4 16,000
Yountville Community Pool	100 Presidents Circle	Yountville 94599	350	3000
City of Petaluma Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	6@39,000	200,000
City of St. Helena WWTP	1 Chaix Lane	St. Helena 94574	2@2,400	65,000
Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,000	10,000
City of Vacaville Easterly WWTP	6040 Vaca Station Rd.	Elmira 95625	15,000	400,000
Well 14	110 Auto Center Dr.	Vacaville 95687	1,000	2,000
Well 15	6700 Leisure Town Rd.	Vacaville 95687	1,000	2,000
Well 16	2003 Vaca Valley Pkwy	Vacaville 95687	2,000	2,000
City of Vallejo Travis AFB WTP (4000 gal max delivery)	383 Fairchild Drive	Travis SFB 94535	5,000	22,000
Fleming Hill WTP	202 Fleming Hill Rd	Vallejo 94589	2@13,500	115,000
Green valley WTP	4675 Green Valley Road	Suisun 94585	1,700	5,000
Swanzy Reservoir	1 Swanzy Dam Rd.	Vallejo 94589	1,000	5,000
Vallejo Flood & Wastewater Control District	450 Ryder Street	Vallejo 94590	2@11,000	200,000
City of Napa Hennessey WTP	1000 Sage Canyon Road	St. Helena 94574	13,500	108,000
EIB Jameson Canyon WTP	270 Kirkland Ranch Rd.	American Canyon 94503	3@8,450	132,000
Milliken WTP	630 Chaparral Circle	Napa 94558	3,100	7,600

TOTAL **2,184,604**

Ferric Chloride (Ferric)

1. Chemical and Physical Properties: All Ferric Chloride furnished under the contract shall conform to AWWA specification B407-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Ferric Chloride	39.0%	46.0%	43.0%
Ferrous Chloride	0.0%	2.5%	0.4%
Free HCl	0.1%	1.0%	0.3%
Specific gravity @ 20°C	1.3	1.5	1.45
% Insolubles	0.0%	0.5%	0.02%

2. Documentation - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful Bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Ferric Chloride and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – Deliveries will not be accepted by an Agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot. The successful Bidder shall contact fax, email or telephone the receiving agency with the following information, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Ferric delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Ship date
 - e. Specific Gravity
 - f. Ferric Chloride (%)
 - g. Ferrous Chloride (%)
 - h. Free HCl (%)
 - i. Insoluble (%)
 - j. Date of Certificate of Analysis

7. Payment – The contract unit price of Ferric Chloride per dry ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.
8. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gals)	Forecast (Dry Tons)
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	6,500	56
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	6,500	95
<i>City of Vacaville</i> Well 15	68000Leisure Town Drive	Vacaville 95688	5,500	250

TOTAL **401**

Sodium Metabisulfite

1. Chemical and Physical Properties: All Sodium Metabisulfite furnished under the contract shall conform to AWWA specification B601-17 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Total Reducing Substances, as NaHSO ₃	25.0%	26.5%	25.0
Sodium Bisulfite, actual, as NaHSO ₃	25.0%	26.5%	25.0%
Sodium Sulfite, actual as Na ₂ SO ₃		2.4%	
Sodium Sulfate, as Na ₂ SO ₄		3.8%	
Iron as Fe		5.0 mg/L	
Sulfur Dioxide Equivalent, as SO ₂		16.6%	

2. Documentation - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful Bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Bisulfite and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – Deliveries will be not accepted by an Agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot. The successful bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Sodium Metabisulfite delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Assay, (% by wt)
 - f. Specific Gravity @ 20°C
 - g. Date of Certificate of Analysis

7. Measurement – Sodium Bisulfite shall be measured by the gallons and calculated as follows:

$$\frac{\text{Delivered Net Weight (lbs.)}}{10.010} = \text{gallons of Sodium Metabisulfite}$$

8. Payment – The contract unit price of Sodium Metabisulfite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast (gals)
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5th Street	Benicia 94510	6,500	50,000
<i>City of Calistoga</i> Wastewater Treatment Plant	1100 Dunaweal Lane	Calistoga 94515	9,000	18,000
<i>City of Davis</i> Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	110,000
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	2@13,000	40,000
<i>Town of Yountville</i> Wastewater Treatment Plant	7501 Solano Avenue	Yountville 94599	600	4,000
<i>City of Vacaville</i> Easterly Wastewater Treatment	6040 Vaca Station Road	Elmira 95625	2@10,000	220,000
<i>Vallejo Flood & Wastewater District</i>	450 Ryder Street	Vallejo 94590	11,000	125,000

Total 567,000

FLUOROSILICIC ACID (FSA or Fluoride)

1. Chemical and Physical Properties: All Fluorosilicic Acid furnished under the contract shall conform to AWWA specification B703-11; B703a-13 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, with pungent odor
Color (APHA):	<100 color units if straw yellow
Suspended matter:	Free of visible suspended matter
Molecular weight:	144
Chemical formula:	H ₂ SiF ₆

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Product concentration: FSA by weight	23%	25%	24%
Hydrofluoric acid free acids (other than H ₂ SiF ₆) expressed as HF acid		<1%	
Lead concentration:		<0.5 ppm	
Specific gravity:	1.20	1.30	
pH (depending on acidity grade):	0.4	2.4	

2. Documentation - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer - The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful Bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Fluorosilicic Acid and emergency response. The successful bidder may opt to provide Multi-media training material (DVD or VHS video tape and safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis for the specific batch or lot The successful Bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. Laboratory Analysis - A laboratory report (Certificate of Analysis) shall be submitted for each Fluorosilicic Acid delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Ship date
 - e. Total H₂SiF₆ (% by wt)
 - f. Total HF (% by wt)

- g. Lead (ppm)
- h. Visible Suspended matter
- i. Specific Gravity
- j. Date of Certificate of Analysis

7. Measurement – Fluorosilicic Acid shall be measured by Dry Ton (TONS) and calculated as follows:

$$(\text{Delivered Liquid Tons}) \times (\% \text{H}_2\text{SiF}_6) = \text{TONS of Fluorosilicic Acid}$$

8. Payment – The contract unit price of Fluorosilicic Acid per dry ton (TONS) shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast (Dry Tons)
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	6,500	25
<i>City of Fairfield</i> North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	6,800	17
Waterman WTP	2900 Vista Grande	Fairfield 94534	2@4,000	15
<i>City of Vacaville</i> Water Treatment Plant	1001 Allison Drive	Vacaville 95687	5,000	6
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94589	5,500	25
Travis AFB WTP	383 Fairchild Drive	Travis AFB 94535	2,500	*3
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd	West Sacramento 95691	2@3,200	13

TOTAL **104**

* Typically delivered in 1,000 gal loads

**NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS MAY 2, 2019
FY 2019-2020**

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH	25% NaOH	LOX	CO ₂	LIQUID Cl ₂ (GAS)		12.5% NaOCl		FERRIC	SODIUM BISULFITE	FLUORIDE	
	(Dry Ton)	(Dry Ton)	(Dry ton)	(Dry Ton)	(CCF)	lb	(1-ton Cylinder)		(gallon)	(gallon)	(Dry Ton)	(gallon)	(Dry Ton)	(adjusted)
	Full	Full	Full	Full	100%	100%	Full	Short	Full	Short	Full	Full	100%	24%
Univar			\$459.00	\$540.00					\$0.728	\$0.849		\$1.19		
Brenntag			\$485.77	\$588.50										
Chemtrade	\$325.00	\$350.00												
Chemurgic												\$1.13		
DuBois													\$1,457.30	\$349.75
Kemira											\$891.00			
Olin			\$568.00	\$618.00					\$0.682	\$0.752				
Pennco											\$840.00			
Praxair					\$0.562	\$0.0531								
Thatcher	\$277.00	\$403.00					\$1,110.00							
Hasa									\$0.950	\$1.930				
FISCAL YEAR														
<i>FY 18-19</i>	\$255.00	\$297.70	\$674.60	\$762.55	\$0.26	\$0.0506	\$0.00	\$850.00	\$0.65	\$0.65	\$756.00	\$1.05	\$1,352.17	\$325.50
<i>FY 17-18</i>	\$232.00	\$257.00	\$538.22	\$630.88	\$0.28	\$98.32	\$0.00	\$800.00	\$0.53	\$0.59	\$500.00	\$1.03	\$1,421.74	\$341.22
<i>FY 16-17</i>	\$229.00	\$229.00	\$395.00	\$444.06	\$0.27		\$615.00	\$645.00	\$0.47	\$0.57	\$438.78	\$0.94	\$1,661.00	\$398.64
<i>FY 15-16</i>	\$204.00	\$204.00	\$399.13	\$463.26	\$0.28		\$459.00	\$462.00	\$0.50	\$0.57	\$493.70	\$0.89	\$1,789.83	\$429.56
<i>FY 14-15</i>	\$184.00	\$184.00	\$445.00	\$483.80	\$0.27		\$519.00	\$555.00	\$0.51	\$0.58	\$517.00	\$0.91	\$2,065.21	\$495.65
<i>FY 13-14</i>	\$277.60	\$277.60	\$452.00	\$479.00	\$0.24		\$565.00	\$540.00	\$0.62	\$0.50	\$597.00	\$0.75	\$2,480.39	\$595.29
<i>FY 12-13</i>	\$398.00	\$398.00	\$475.00	\$505.00	\$0.21		\$565.00	\$540.00	\$0.58	\$0.48	No Bid	\$0.75	\$2,550.00	\$612.00

May 9, 2019

To: North Bay Agency Chemical Pool (NBACP) Members
Cc: Chemical Suppliers

Re: Recommendation for Fiscal Year (FY) 2019-2020 Chemical Purchases

Please find enclosed the bid summary of the FY 2019-2020 chemical bid solicitations for the NBACP. Based on a meeting of NBACP members, the award of bids for the various chemicals for FY 2019-2020 is as follows:

Aluminum Sulfate, 48%	Thatcher Company	\$277.00/DT
Aluminum Sulfate (Acid), 35%	Chemtrade Chemicals US	\$350.00/DT
Sodium Hydroxide, 50%	Univar USA	\$459.00/DT
Sodium Hydroxide, 25%	Univar USA	\$540.00/DT
Sodium Bisulfite, 25%	Chemurgic	\$1.13/gal
Liquid Chlorine Gas (1-ton Cylinder)	Thatcher Chemicals	\$1,110.00/ton
Sodium Hypochlorite, 12.5% (full load)	Olin	\$0.682/gal
Sodium Hypochlorite, 12.5% (short load)	Olin	\$0.752/gal
Hydrofluorosilicic acid, 100%	DuBois Chemicals	\$1,457.30/DT
Hydrofluorosilicic acid, 24% (Adjusted)	DuBois Chemicals	\$349.75
Ferric Chloride, 43%	Pennco	\$840.00/DT
Liquid Oxygen, 100%	Praxair, Inc.	\$0.562/CCF
Carbon Dioxide	Praxair, Inc	\$0.0531/lb.

NBACP members will present these bids to their managers for acceptance. Purchase orders and contracts will be processed by each individual agency member to the respective chemical vendor prior to the onset of FY 2019-2020. If you have any further questions, please contact me at (707) 253-0822.

Sincerely,

Lisa Sanchez
2019-2020 NBACP Chairman

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Resolution Authorizing: (1) the City Manager to Annually Accept the Bid Recommendations on Behalf of the City of St. Helena, (2) the Purchase of Chemicals from Vendors Based on the Annual Recommendation Provided by NBACP Not-to-Exceed the Adopted/Adjusted Fiscal Year Budget, and (3) the City Manager to Execute the Necessary Agreements or Purchase Orders on Behalf of the City.

RECITALS

- A. The City of St. Helena uses bulk chemicals in its operation of the Louis Stralla Water Treatment Plant and the Waste Water Treatment and Reclamation Plant; and
- B. The City of St. Helena joined the North Bay Agency Chemical Pool (NBACP) in 2006 to obtain lowest possible pricing through joint purchasing; and
- C. The NBACP endeavors to obtain the best available pricing through joint purchasing; and
- D. Annually, NBACP issues invitations to bid for the following fiscal year; and
- E. In accordance with City of St. Helena Municipal Code Section 3.04.150, the bidding requirements of Section 3.04.100 shall not apply to the purchase of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared and processed through another public, local, state, or federal agency; and
- F. As a member of NBACP, the City of St. Helena is entitled to purchase bulk chemicals from the NBACP's low bidders at the bid price stated; and
- G. The City benefits from participating in the cooperative purchase because it takes advantage of lower bid prices due to the economies of scale in bidding larger quantities of chemicals for all thirteen agencies that cooperate in the purchasing consortium.

RESOLUTION

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

1. Authorizes the City Manager to annually accept the bid recommendations on behalf of the City of St. Helena; and
2. Authorizes the purchase of chemicals from vendors based on the annual recommendation provided by NBACP not-to-exceed the adopted/adjusted fiscal year budget; and
3. Authorizes the City Manager to execute the necessary agreements or purchase orders on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the first amendment to the Full Time Fire Department Unrepresented Program to update language to reflect new shift structure, establish overnight standby pay, and work hours

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant, Kathy Robinson, Human Resources & IT Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On March 8, 2016, City Council adopted Resolution 2016-36 establishing an Unrepresented Compensation Program to promote the development of a stronger, more effective Management Team for purposes of employer-employee relations and as a means of recognizing outstanding management performance in all public service areas. The program included two groups of employees that are unrepresented, at-will Executive Management (department heads) and Mid-Managers. On June 12, 2018, the City Council adopted FY 2018-19 operating budget which included the addition of the City's first full-time firefighter employees. The adopted budget approved two (2) full-time equivalent (FTE) firefighter positions for FY 2018-19.

The addition of two full-time firefighters, which are a non-exempt classification, established a new unrepresented group of employees, as they were not covered by the St. Helena Employees Association (SHEA), the Police Officers Association (POA), or the Unrepresented Compensation Program for Executive Management and Mid-managers. Given the uniqueness of this unrepresented group of full-time, non-exempt safety employees and, in consultation with the City Attorney's Office, staff

recommended the City establish a Full-Time Firefighter Compensation Program specifically outlining the benefits, terms and conditions of their employment; this was done on June 26, 2018, by the City Council via Resolution 2018-85.

DISCUSSION

On March 14, 2019, a Special City Council Study Session was held to review Fire Department operations, emergency response, and staffing. Based on the information presented, City Council provided direction to make changes to fire operations to increase the level of service during daytime hours. These changes included converting the two full-time firefighters to a four day, 10 hour work shift schedule and establishing evening standby and standby pay for firefighters and engineers to improve readiness..

These changes have been adopted with the FY 2019-20 operations budget at the City Council June 11, 2019, meeting and an amendment to the Full Time Fire Department Employee Compensation Program is required to include language that reflects the new shift structure.

The proposed amendments include additional language in the following sections and are underlined:

2.5 Overtime Pay: Employees shall be entitled to overtime pay in accordance with the requirements of state and federal law for hours worked in excess of their regular scheduled hours. An example of this would include an employee that is regularly assigned to a 10-hour shift would be paid overtime should their work day exceed 10 hours.

Additionally, City Council must formalize the establishment of two standby fire personal per night at a rate of \$75.00 per night for engineers and above and \$50.00 per night for firefighters.

The amendment includes a new subsection as follows:

2.6 Overnight Standby: *Standby pay*

The amendment also includes adding another subsection to establish the hours of work as follows:

2.7 Hours of Work: *The current schedule for Full-time firefighters is a 10-hour shift schedule Monday through Saturday.*

Additionally, City Council must authorize the establishment of two standby fire personal per night at a rate of \$75.00 per night for engineers and above and \$50.00 per night for firefighters.

The amendments to the Full Time Fire Department Employee Compensation Program are included in the proposed draft (Attachment 1) and authorization for standby and standby pay is included in the attached resolution.

FISCAL IMPACT

The fiscal impact has been considered and is included in the adopted FY 2019-20 fire operations budget.

RECOMMENDED ACTION

It is recommended that the City Council approve the first amendment.

ATTACHMENTS

[2019-07-23 Amended Full Time Fire Comp Program
Resolution - Fire Department](#)

**FULL TIME FIRE EMPLOYEE COMPENSATION
PROGRAM**
(First Amendment)

Effective July 1, 2018

Amended July 23, 2019

Deleted: Approved June 26, 2018¶

Deleted: and approved

**CITY OF ST. HELENA
FULL-TIME FIRE EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to the full-time fire suppression employees listed in Section 1.2 (referred to hereafter as "Employees").

1.1 Purpose of the Full-Time Fire Employee Compensation Program:

This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.2. No additional compensation shall be applicable to Employees covered by this Program. The provisions of this Program are subject to change in the future.

1.2 Employees Covered:

Employees covered under this program shall include only the following:

- Full-time Firefighters,
- Full-time Fire Engineers,
- Full-time Fire Captains.

Additional job classes may be added to the Full-Time Fire Employees Compensation Program from time to time, based upon the creation of new positions, or by the reclassification of existing positions. Compensation for part-time fire personnel and the Fire Chief is established through other resolutions.

SECTION 2: EMPLOYEE SALARY COMPENSATION

2.1 Salary Schedule:

The salary ranges for Employees covered by this Full-Time Fire Employee Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

2.2 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

2.3 Out-Of-Class Pay:

Employees who are placed in an acting Captain's position on an incident separate from any on-duty Captain shall receive out-of-class pay of 5% of the employee's base wage rate for any assignment longer than two hours.

2.4 Longevity Pay:

Longevity pay shall be provided to each permanent employee on the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of salary. At the employee's tenth anniversary, the longevity increment shall be increased to a total of five percent (5%) of salary, at the fifteenth anniversary a total of seven and one-half percent (7.5%) of salary, and at the twentieth anniversary, a total of ten percent (10%) of salary.

2.5 Overtime Pay:

Employees shall be entitled to overtime pay in accordance with the requirements of state and federal law for hours worked in excess of their regular scheduled hours. An example of this would include an employee that is regularly assigned to a 10-hour shift would be paid overtime should their work day exceed 10 hours.

Deleted:

2.6 Overnight Standby Pay:

Employees may sign up for overnight standby coverage. Employees signing up for overnight standby coverage will receive a stipend based on their rank within the department. Firefighters will receive \$50 per overnight standby assignment. Engineers and officers will receive \$75 per overnight standby assignment. The Stipend is paid in addition to hours worked during standby assignment.

2.7 Hours of Work:

The current schedule for Full-time firefighters is a 10-hour shift schedule Monday through Saturday.

SECTION 3: RETIREMENT BENEFITS

Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 3.

3.1 Tier One: Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 3.1 (including subsections) shall apply to employees hired by the City of St. Helena in full-time safety positions with CalPERS membership before July 1, 2012.

3.1.1 1/2 at 55 Pension Formulas: The "1/2 @ 55" retirement program will be available to members covered by this Section 3.1.

3.1.2 Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.1 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 20037.

3.1.3 Required Member Contributions:

Members covered by this Section 3.1 shall pay, through payroll deduction, the full 10.1% member contribution for the Safety Group.

3.2 PEPRA: 2% at 57 For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 3.3 (including subsections) shall apply to members who were hired as full-time employees eligible for CalPERS membership on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

3.3.1 2% at 57 Pension Formulas: The "2% @ 57" retirement program will be available to members covered by this Section 3.3.

3.3.2 Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

3.3.3 Required Member Contributions

Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

3.3 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

3.4 Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS applicable to safety employees as stated in that contract, and allowed by law.

3.5 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

3.6 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Full-Time Fire Employee Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 4: INSURANCE BENEFITS

4.1 General Provisions:

The City will pay the full cost of the employee's enrollment in City offered health insurance

plan to cover both the employee and the employee's dependents. The City will pay the full cost of enrollment in City offered plans for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

4.2 Life Insurance:

The City will provide term life insurance for each employee in the amount of \$25,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

4.3 Short-term Disability Insurance:

The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

4.4 Vision Care:

The City will pay for vision care benefits, for the employee and all dependents through the City's vision insurance plan.

SECTION 5: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the Fire Chief.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of Personal Convenience Holidays for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of Personal Convenience Holidays.

SECTION 6: VACATION LEAVE

6.1 *Vacation Entitlement:*

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

6.2 *Vacation Accrual:*

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, the employee shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, the employee shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

Employees will not earn additional vacation leave once their accrued vacation balance has reached 280 hours.

6.3 *Vacation Usage:*

An employee may not use vacation until the employee has completed six months of City service in the position. An employee may take vacation at a time approved by the Fire Chief. It is the policy of the City that employees take their normal provided vacation leave

each year. Vacation shall be taken in minimum increments of two hours.

SECTION 7: OTHER LEAVES OF ABSENCE

7.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Policy on Sick Leave as outlined in the Employee Handbook.

7.2 Family Care:

To the extent required by law, sick leave may be used to care for ill family members.

7.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the Fire Chief to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the Fire Chief.

7.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

7.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

7.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

7.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 7.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

7.8 Leave of Absence Without Pay:

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

7.9 Military Leave:

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Employee Handbook if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 8: TRAINING AND PROFESSIONAL GROWTH

To promote continued development of skills, knowledge, and abilities among the Employee, the Fire Chief may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

SECTION 9: OTHER BENEFITS

9.1 Uniform Allowance:

Employees shall receive an annual uniform allowance in the amount of \$750. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

**SECTION 10: PROBATIONARY PERIOD AND APPLICABILITY OF
FIREFIGHTERS BILL OF RIGHTS ACT**

Employees covered by this Program shall serve a probationary period of eighteen (18) months. Probationary employees may be terminated without cause. As required by the Firefighters Bill of Rights Act, employees who have passed the probationary period shall be covered by the provisions of the Act, and the applicable disciplinary procedures for such employees is covered in established City policies.

DRAFT

CITY OF ST. HELENA

RESOLUTION No. 2019-

Approving the first amendment to the Full Time Fire Department Unrepresented Program to update language to reflects new shift structure, establish overnight standby pay and work hours

RECITALS

- A. On June 12, 2018, City Council adopted the FY 2018-19 operating budget which included the addition of the City's first full-time firefighter employees; and
- B. The adopted budget approved two full-time equivalent firefighter positions; and
- C. The addition of two full-time firefighters, which are a non-exempt classification, established a third unrepresented group of employees, as they are not covered by the St. Helena Employees Association, the Police Officers Association, or the Unrepresented Compensation Program for Executive Management and Mid-managers; and
- D. Given the uniqueness of the unrepresented group of full-time, non-exempt safety employees, on June 26, 2018, the City Council adopted via Resolution 2018-85 the Full-Time Firefighter Compensation Program that specifically outlined the benefits, terms and conditions of their employment; and
- E. On March 14, 2019, a Special City Council Study Session was held to review Fire Department operations, emergency response, and staffing; and
- F. At this meeting City Council provided direction to make changes to fire operations to increase the level of service during daytime and nighttime hours; and
- G. These changes have been adopted with the FY 2019-20 operations budget and an amendment to the Fire Department Unrepresented Compensation Program is required to include language that reflect the new shift structure; and

- H. The first amendment includes additional language in Sections 2.5, 2.6 and 2.7 of the Full-time Fire Employee Compensation Program; and
- I. This resolution includes standby language and standby pay for full-time and part-time firefighters and engineers.

RESOLUTION

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

1. Approves the first amendment to the Fire Department Unrepresented Compensation Program Subsection 2.5 Overtime Pay to read, "Employees shall be entitled to overtime pay in accordance with the requirements of state and federal law for hours worked in excess of their regular scheduled hours. An example of this would include an employee that is regularly assigned to a 10-hour shift would be paid overtime should their work exceed 10 hours"; and
2. Approves Subsection 2.6 Overnight Standby for fire employees per night, either part-time or full-time, with Overnight Standby Pay at a rate of \$75.00 per night for engineers or higher ranks and \$50.00 per night for firefighters; and
3. Approves Subsection 2.7 Hours of Work which states, "The current schedule for Full-time firefighters is a 10-hour shift scheduled Monday through Saturday"; and
4. The amendments and authorizations listed in items 1, 2, and 3 above are effective July 1, 2019; and
5. All other provisions of the part-time firefighter compensation program and the Full Time Fire Department Unrepresented Compensation Program and remain unchanged.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Koberstein: _____

Councilmember Knudsen: _____

Councilmember Chouteau: _____

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution (1) authorizing a Grant Request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2019-20 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding in the Amount of \$50,000; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 Project; (3) authorizing a budget of \$50,000 for R20-02; and (4) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R20-02

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Transportation Development Act Article 3 (TDA-3) is a grant program, funded by approximately 2% of the ¼ cent local transportation portion of the statewide sales tax. The TDA-3 program funds a wide range of projects such as the capital construction and design engineering of bicycle and pedestrian projects, maintenance of Class I bikeways, restriping of Class II bicycle lanes, development or support of a bicycle safety education program and development of a comprehensive bicycle and/or pedestrian facilities plan. The Metropolitan Transportation Commission (MTC) administers TDA-3, which is distributed based on population. Funds are obtained by local jurisdictions via a three-step process: (1) apportionment, (2) allocation, and (3) payment or reimbursement.

In April 2018, the Napa Valley Transportation Authority (NVTa) opened a Three Year Call for Projects that will fund up to approximately \$621,758 in projects between fiscal years 2018-19 through 2020-21 with a project application submission deadline of May 11, 2018. On May 10, 2018, City staff submitted two grant applications to NVTa for TDA-3 funds totaling \$125,000 over two fiscal years. The first project application is the R19-02 Hunt Avenue Sidewalk Gap Closure for Fiscal Year 2018-19 in the amount of \$75,000; the project will begin construction this summer. The second project is Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 for Fiscal Year 2019-20 with a request of \$50,000. NVTa recently informed City staff that resolutions of support for fiscal year 2019-20 are now due.

DISCUSSION

On December 12, 2017, City Council adopted goals and objectives that included the review of pedestrian improvements on Main Street/Highway 29 within the area of Pratt Avenue. City staff did not have a recommendation or estimated project costs at the time of the grant deadline, but had preliminary discussions with the consultant, GHD, that pedestrian crossing enhancements would be included for both Pratt Avenue and Elmhurst Avenue. In advance of GHD's recommendation, an application was submitted to NVTa for enough funding to construct a lighted crosswalk at one of the intersections. A recommendation for crosswalk improvements at Pratt Avenue was later placed on hold until the Main Street Realignment Study at Pratt Avenue that is currently underway by a separate consultant, RSA+, can be completed later this year. The project will also require Caltrans approval since the project is located on Highway 29.

The City will have two years to complete the project with the TDA-3 grant funds, therefore City Council has the opportunity to review and discuss both GHD and RSA+'s recommendations for improvements and allow enough time for Caltrans review as well as project implementation.

FISCAL IMPACT

The grant application anticipates an approximate \$70,000 total project cost to complete improvements at both intersections with a majority of funds coming from the grant and \$20,000 of general funds already committed to reviewing the needed improvements within the adopted operations budget in fiscal year 2017-18. If approved by City Council, the TDA-3 grant for the R20-02 Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 Project will fund any additional design work needed as an outcome of the two consultants recommendations as well as construction expenditures. If the ultimate project is anticipated to exceed the grant award amount of \$50,000, there is a possibility to request additional TDA-3 funds through NVTa or obligate SB1 and/or Measure T funds to complete the project.

RECOMMENDED ACTION

Staff recommends City Council adopt the resolution (1) authorizing a Grant Request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2019-20 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding in the Amount of \$50,000; (2) amending the Fiscal Year 2019-2020 adopted Capital

Improvement Program Budget to include R20-02, Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29 Project; (3) authorizing a budget of \$50,000 for R20-02; and (4) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R20-02

ATTACHMENTS

[Attachment 1: Resolution and Application for Pratt and Elmhurst Application](#)

[Attachment 2: Location Map for Pratt and Elmhurst](#)

CITY OF ST. HELENA

RESOLUTION No. 2019-

**Request to the Metropolitan Transportation Commission
for the allocation of fiscal year 2019/2020 Transportation
Development Act Article 3 Pedestrian/Bicycle project
funding**

- A. WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and
- B. WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and
- C. WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and
- D. WHEREAS, the City of St. Helena desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

RESOLUTION

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

- 1. RESOLVED, that the City of St. Helena declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it
- 2. RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of St. Helena to carry out the project; and furthermore, be it
- 3. RESOLVED, that the project has been reviewed by the Active Transportation and Sustainability Committee (ATSC) of City of St. Helena; and furthermore, be it

4. RESOLVED, that the City of St. Helena attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it
5. RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Napa for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk

Resolution No. 2019-
Attachment A

Re: Request to the Metropolitan Transportation Commission for the allocation of
fiscal year 2018/2019 Transportation Development Act Article 3
Pedestrian/Bicycle Project Funding

FINDINGS

Page 1 of 1

1. That the City of St. Helena is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of St. Helena legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of St. Helena has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of St. Helena within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.

10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the City of St. Helena agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. 2019-
Attachment B

Page 1 of 2

TDA Article 3 Project Application Form

Fiscal Year of this Claim: 19/20

Applicant: City of St. Helena

Contact person: Mandy Kellogg

Mailing Address: 1480 Main Street, St. Helena, CA 94574

E-Mail Address: mkellogg@cityofsthelelena.org

Telephone: 707-968-2649

Secondary Contact (in event primary not available) Erica Smithies

E-Mail Address: esmithies@cityofsthelelena.org

Telephone: 707-968-2629

Short Title Description of Project: Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29

Amount of claim: \$50,000

Functional Description of Project:

The project will improve pedestrian crossing safety on Main Street /Highway 29 at Pratt Avenue and Elmhurst by improving uncontrolled crossings with countermeasures such as signs, beacons, improved lighting and/or highly reflective crosswalks. GHD is the consultant for the City that is currently providing the traffic engineering, ped counts, radar speeds and recommendations for intersection improvements. It is anticipated that at a minimum high visibility crosswalks and signage will be recommended at both intersections. While the project is not specifically cited in the Countywide Pedestrian Plan, it is covered in the Plan as part of programs, policies and best practices for the City once opportunities for safety improvements have been identified. The City funded approximately \$20,000 of general funds in FY17/18 in order to review this corridor of Main Street and Pratt Avenue for intersection enhancements as well as to address speeding through the Tunnel of Elms. The project is also included in City Council's goals which were adopted on 12/12/17 and was agendaized for St. Helena's Active Transportation and Sustainability Committee in May, but the meeting convened prior to any discussion being made.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency).

Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: engineering, construction, contingency

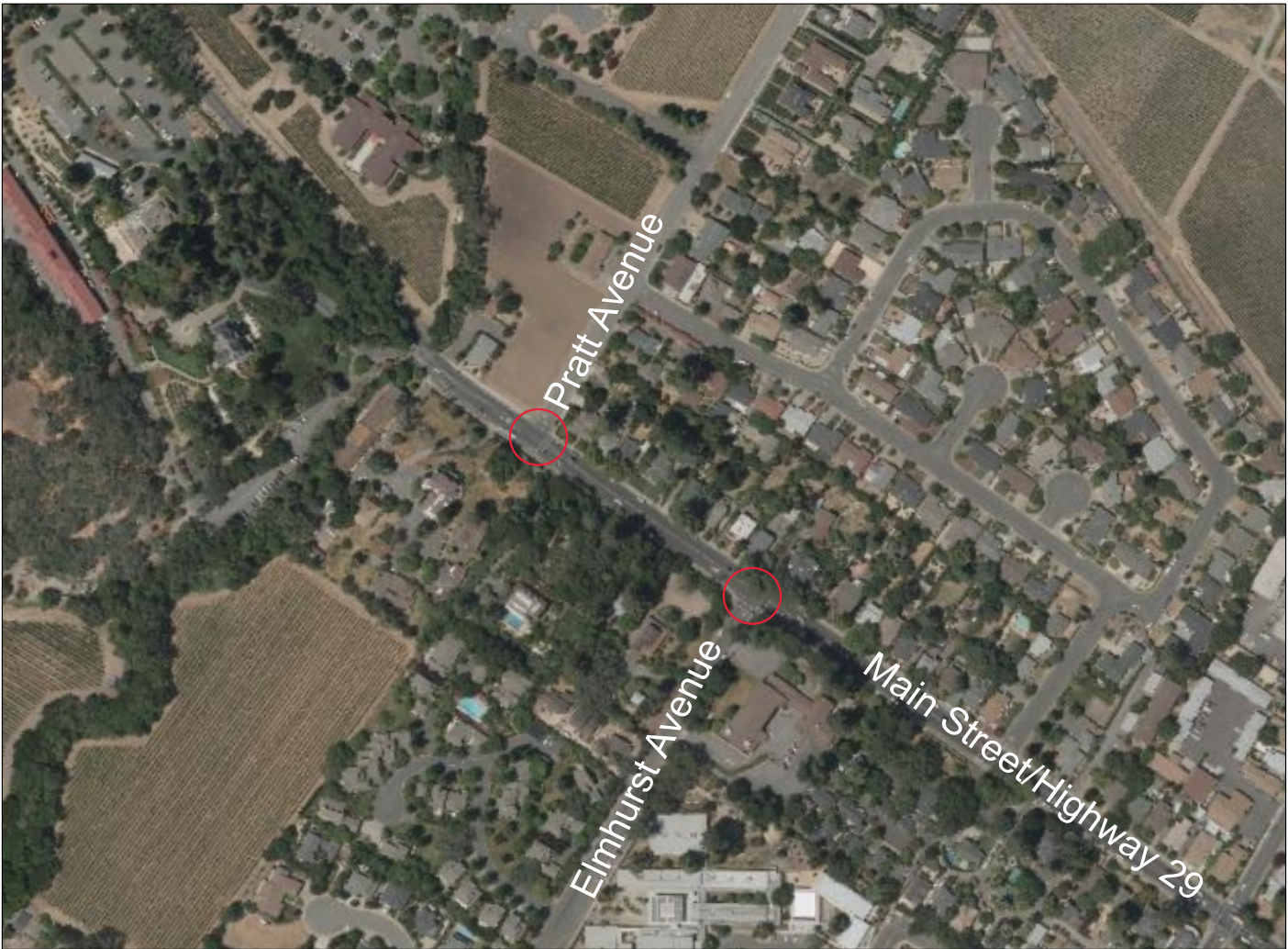
Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3	0	0	0	60,000	60,000
General Fund		20,000			20,000
1.					
2.					
3.					
4.					
Totals		20,000		60,000	80,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	No, but tentatively 6/12 or 6/26
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No

C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: _____	Yes, this project has been discussed with ATSC in the past, but as a staff update.
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	No, but will be once the project starts
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes, August 2019
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

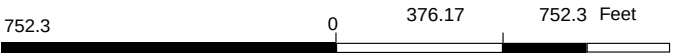


St. Helena Main Street: Pratt and Elmhurst Intersections



Legend

 Project Locations



Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 5/10/2018

Notes



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Gates + Associates for the C20-03 Skatepark Improvements Project for an amount not to exceed \$29,865 and authorizing the City Manager to execute the agreement.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Edrees Argand, Junior Assistant Engineer

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena is responsible for the maintenance of the St. Helena Skate Park. The St. Helena Skate Park was opened in October 2009. The 18,000 square foot park was designed and constructed by Grindline with the landscaping portion of the project completed separately. The park is open seven days a week from 8 a.m. til dusk. It is closed on rainy days. The skate park will celebrate its 10-year anniversary this October.

On May 28, 2019, City Council adopted the Five-Year Capital Improvement Program for Fiscal Years 2019-20 to 2023-24 which included Skatepark Improvements, CIP Project No. C20-03. The City of St. Helena requires landscape architectural services in order to provide plans, specifications, and construction estimates in order to bid the project.

DISCUSSION

City Staff has determined Gates + Associates has the appropriate landscape architectural services required to prepare a complete set of contract documents that will be necessary to competitively hire a contractor to complete the Fiscal Year 2019-2020

(FY20) project. In addition, Gates + Associates has demonstrated a level of experience, competence, and staffing necessary to perform the work satisfactorily.

The purpose of the C20-03 Skatepark Improvements project is to rehabilitate the skate park, reduce water use, and improve landscape amenities such as addressing Americans with Disabilities Act (ADA) accessibility (i.e. gates, pavers, and water fountain), landscape plantings, fencing, and other features immediately adjacent to the actual skatepark surfaces. Staff is concurrently in talks with Grindline for the repairs and maintenance of the skatepark surfaces.

The Skatepark Improvements project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

FISCAL IMPACT

The Skatepark Improvements Project, CIP Project No. C20-03 is included in the May 2019 adopted five-year Capital Improvement Program (Attachment 2) for Fiscal Years 2019-20 to 2023-24. The total design costs allocated in FY 19 and FY 20 for the design of this project is \$50,000. Gates + Associates' total design contract is for an amount not to exceed \$29,865 (Attachment 3). Sufficient funding for the design is available in the total approved project budget.

City funds budgeted for this project are the 734 - Park Impact Fees.

RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution approving a Professional Service Agreement with Gates + Associates for the C20-03 Skatepark Improvements Project for an amount not to exceed \$29,865 and authorizing the City Manager to execute the agreement.

ATTACHMENTS

[Attachment 1: CIP C20-03 Resolution](#)

[Attachment 2: CIP C20-03 Budget FY 2019-2020](#)

[Attachment 3: PSA Skatepark Improvements](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Resolution approving a Professional Services Agreement with Gates + Associates for the C20-03 Skatepark Improvements Project for an amount not to exceed \$29,865 and authorizing the City Manager to execute the agreement

RECITALS

- A. The City of St. Helena requires landscape architectural services in order to provide plans, specifications, and construction estimates in order to bid the project; and
- B. City Staff has determined Gates + Associates has the appropriate landscape architectural services required to prepare a complete set of contract documents that will be necessary to competitively hire a contractor to complete the Fiscal Year 2019/2020 (FY 20) project; and
- C. Gates + Associates will meet the City's insurance requirements; and
- D. A total of \$50,000 is included in the C20-03 project for design in the City Council adopted five-year Capital Improvement Program (CIP) for Fiscal Year 2019/2020; and
- E. The proposal from Gates + Associates is \$29,865; and
- F. Sufficient funding for the design is available in the total approved project budget for Fiscal Year 2019/2020.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.
- 2. Approves the Professional Services Agreement with Gates + Associates in the amount not to exceed \$29,865 and authorizes the City Manager to execute the Professional Services Agreement.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaferopoulos, City Clerk

Skate-park Improvements

Project No: 0107-C20-03

Category: Civic

Project Location: 360 S. Crane Avenue



PROJECT PURPOSE & DESCRIPTION: Rehabilitate the skate-park and implement ADA improvements.

FISCAL IMPACT: The estimated cost is \$250,000.

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept:** 5010

EXPENDITURES	2019-20	2020-21	2021-22	2022-23	2023-24	Five Year
3110 - Design	50,000					50,000
3160 - Construction Contract	200,000					200,000
EXPENDITURE TOTALS	250,000					250,000
FUNDING SOURCES						
734-Park Impact Fees	250,000					250,000
FUNDING TOTALS	250,000					250,000

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Gates + Associates (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as C20-03 Skatepark Improvements.

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”** (the “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”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

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 \$29,865 (including incidentals), 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. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount,

Page 1 of 13

Gates + Associates - C20-03

and the amount remaining on the Agreement. 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

A. 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 in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce Owner to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

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: \$1,000,000 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. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, 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, including legal fees and expert witness costs)

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(collectively, “Liabilities”), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, 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, pertaining to, or relating to 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 (i.e., a “design professional,” pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of Owner and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

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

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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 AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

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

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Gates + Associates - C20-03

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – AUDIT AND INSPECTION OF 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 shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues between Owner and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 17 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of Owner arising in connection with this Agreement shall be limited exclusively to the Owner-entity identified as the “Owner” under this Contract. Under no circumstance shall any other Owner-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other Owner-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 18 – 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 19 – 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: Gates + Associates
 2671 Crow Canyon Road
 San Ramon, California 94583

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 20 – 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 21 – ATTORNEYS' 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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, or 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 27 – 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 28 – 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 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that Owner is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this

Agreement shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 31 – 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: CASEY CASE
Title: PARTNER

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Michael G. Biddle
Title: City Attorney

Exhibit A
“Scope of Services”

Exhibit B
“Compensation”

**EXHIBT A
SCOPE OF SERVICES
SKATEPARK IMPROVEMENTS
CITY PROJECT NO. C20-03
CITY OF ST. HELENA**

As provided in this Agreement, GATES will provide landscape architectural services for the following project (the "Project"):

Skate Park in Crane Park – See LOW Diagram (attached)

Assumptions:

AutoCAD base is not available – therefore base created will be only diagrammatically accurate
Irrigation system is retrofit only
Opinions of Probable Cost include landscape elements only. Does not include grading.

1. Basic Services:

- A. Schematic Design - (Duration: approximately 3 weeks from project initiation)
 - 1. Orientation meeting with City to establish project parameters; including workscope, budget, schedule, jurisdictional agency requirements and preliminary design objectives.
 - 2. Site visit
 - a. Field measurement verification
 - b. Soil collection for horticultural assessment
 - 3. Base setup and in field verification.
 - a. Developed from aerial photo and several on-site measurements
 - 4. Work with the Client to develop Conceptual Landscape Plan.
 - a. Preliminary Plant and Materials Palette
 - b. Illustrative Site Plan
 - 5. Consider options in reducing water usage.
 - 6. Go-to meeting with City Staff for review of Plans.
 - 7. Revisions based on feedback.
 - 8. Day-to-day coordination with Design Team. *Max 8 hours.*

PRODUCTS:

Conceptual Landscape Plan (electronic) - AutoCAD and PDF

MEETINGS:

Client / Design Team	1
Client / Design Team Go-To	1

- B. Construction Documents - (Duration: approximately 8 weeks from approval of Conceptual Landscape Plan; subject to City review timeline)
1. Preparation of construction documents including:
 - a. Layout plans for landscaped and hardscaped areas
 - b. Paving and site furnishing plan
 - c. Planting plans and details
 - d. Irrigation plans –annotated for on-site retrofit of existing system
 - e. Landscape construction items (which might include such items as fences, shade structures, site furniture, landscape walls, handrails and steps)
 2. Prepare Opinion of Probable Cost for proposed landscape improvements at 65% and 100%.
 3. Planting and Irrigation specifications using the standard C.S.I. format.
 4. Provide electronic plans for coordination, pricing, City Submittal at 65% and 100%.
 5. Prepare written response to comments on revisions to the Construction Documents based on two sets of consolidated comments provided by the City.

PRODUCTS:

Plans, Specifications and Estimates 65% and 100% and Final (electronic)

- C. Assistance During Bid Process - (Duration: approximately 2 weeks from approval of Construction Documents)
1. Preparation of addenda and document clarifications
 2. Attendance at pre-bid conference
 3. Assistance in evaluation of bids. *Max 4 hours.*

MEETINGS:

Pre-Bid	1
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- D. Construction Administration - (Duration: Throughout Construction)
1. Attendance at pre-construction conference
 2. Review of submittals and respond to RFIs. *Max 2 hours.*
 3. Preparation of clarifications drawings, coordination with Contractor and Design Team. *Max 2 hours*
 4. A representative of GATES shall visit the site to ascertain if the landscape work is generally proceeding in conformance with the drawings and specifications. On the basis of such on-site observations, as landscape architect, GATES shall keep the Owner informed of the progress and quality of the work. Additional construction observation requested by the Client shall be billed as additional services.

MEETINGS:

Pre-Construction	1
Final Punch Walk	1

- E. Meetings -
1. Attendance at the aforementioned meetings is included in the scope of work. This proposal assumes that each meeting is a maximum of four (4) hours.

2. Additional meetings are not in the scope of this proposal and would be billed at the hourly rates described in Item IV.

Additional Conditions :

Client shall provide all existing information necessary for the completion basic services as described in this letter of agreement.

The work described in Item I shall be performed as one set of Construction Documents. Splitting the project into more than one phase of construction or more than one project may require an increase in the fee shown in Item IV.

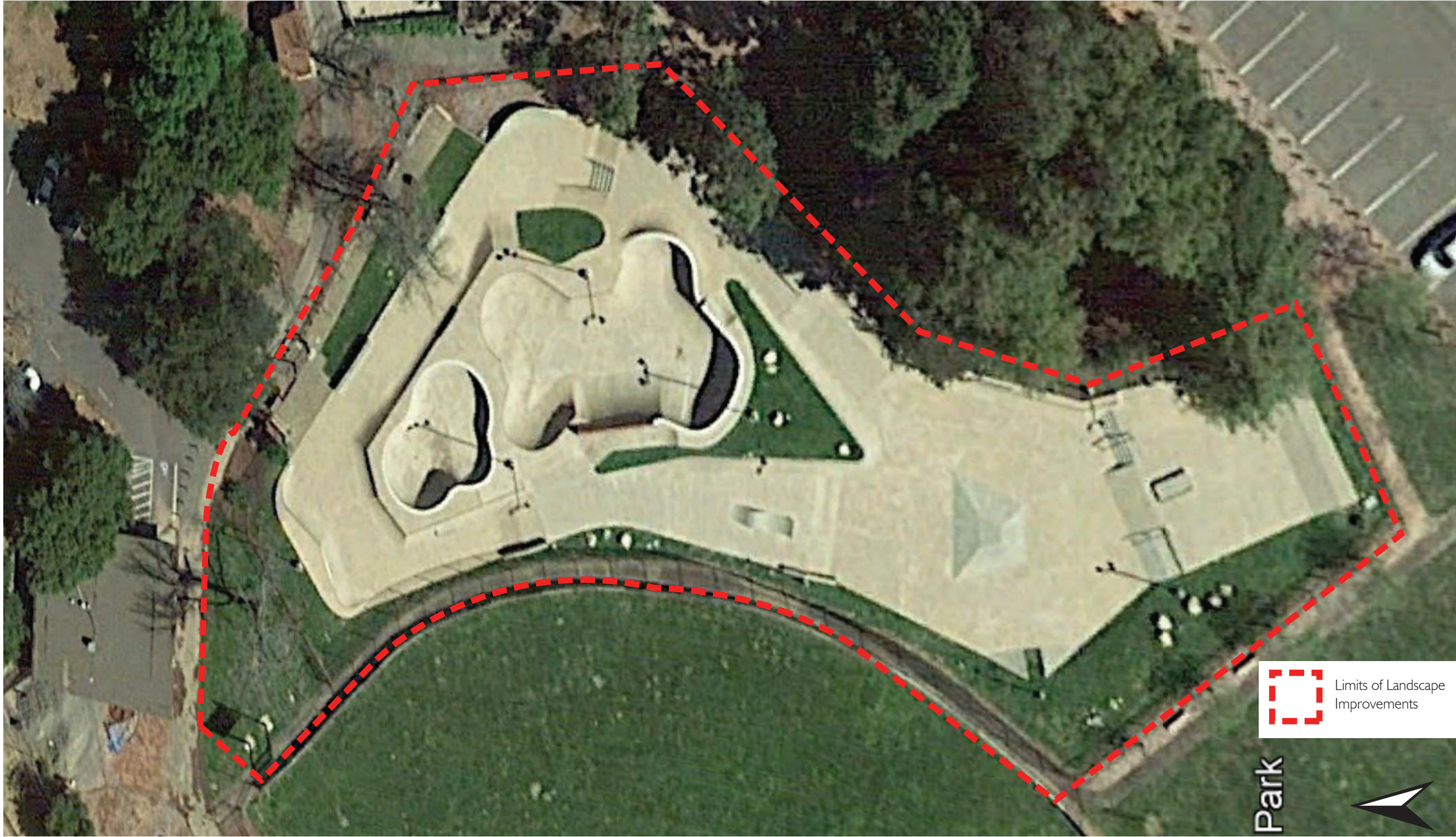
Opinions of Probable Construction Cost prepared by GATES are approximate only and do not take into account future market conditions or contractor's bidding methods. GATES has no control over costs of labor, materials or equipment and GATES estimates cannot be guaranteed.

GATES is not responsible for means, methods, sequences, techniques and procedures of construction or for safety precautions associated with construction.

GATES will endeavor to coordinate the surface grading and drainage work with the work of the project Civil Engineer as part of this contract. Grading plans, area drains with rim elevations, underground piping, invert elevations and connections to the storm sewer system are to be shown by the project Civil Engineer and are not a part of this contract.

Regarding site structures, GATES shall show design characteristics and configuration of these features. All structural engineering, if required, shall be by other consultants and are not included in this contract.

Regarding Geo Technical Soils Services, GATES will rely on soils reports and geo-technical information provided by client. Geotechnical services are not part of this contract.



ST HELENA SKATE PARK ST HELENA, CALIFORNIA	Exhibit A Page 4 of 4	LIMIT OF WORK DIAGRAM MAY 2019
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EXHIBIT B
COMPENSATION FOR SERVICES
SKATEPARK IMPROVEMENTS
CITY PROJECT NO. C20-03
CITY OF ST HELENA

The fee for the services indicated in Item I of this proposal shall be:

A. Schematic Design	\$7,275
B. Construction Documents	\$17,610
C. Bidding Assistance	\$1,600
D. Construction Administration	\$1,880
E. Reimbursable (includes prints and soils test)	\$1,500
TOTAL	\$29,865

Additional Services :

Any extra services, including additional work or meetings, requested by the Client in addition to those indicated in this proposal shall be billed at the hourly rate listed below in addition to the fee indicated in Item III above.

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$190.00-\$220.00
Principal	\$160.00 - \$190.00
Associate Principal	\$140.00 - \$160.00
Senior Associate	\$130.00 - \$140.00
Job Captain	\$120.00 - \$130.00
Sr. Irrigation Designer	\$145.00 - \$165.00
Irrigation Design Technician	\$95.00-\$110.00
Sr. Visual Communications Designer	\$130.00 - \$150.00
Marketing Coordinator	\$95.00-\$140.00
Administrative/Drafter	\$90.00 - \$120.00

Note: The hourly rates shown may be revised as described in Appendix A, but would not affect the amount of compensation shown in Item III.

Additional services shall include but are not limited to the following:

Revisions to the design following commencement of the Construction Documents Phase.

Additional meetings to those described above.

Preparation of front end (boilerplate) non-technical specifications.

Horticultural consulting and soils analysis.

Prepare a Preliminary Opinion of Probable Cost broken down into major categories.



DAVILGA-01

GOMEZB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2019

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588		CONTACT NAME: Michelle Costa PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Michelle.Costa@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : RLI Insurance Company NAIC # 13056	
		INSURER B : The Hanover Insurance Company 22292	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 ☒ PROJECT ☐ LOC OTHER:	X	X	PSB0002427	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PSA0002112	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PSE0001757	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	N/A	PSW0002158	9/1/2018	9/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			LHFA085996	9/1/2018	9/1/2019	Per Claim 2,000,000
B	Professional Liab.			LHFA085996	9/1/2018	9/1/2019	Aggregate 4,000,000

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

RE: C20-03 Skatepark Improvements
 All operations of the Named Insured, including the aforementioned project, if any.
 General Liability & Auto Liability: City, its officers, officials, employees and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.
 Workers' Compensation: Waiver of Subrogation is in favor of City, its officers, officials, employees and volunteers as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena 1480 Main Street Saint 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

ACORD 25 (2016/03)

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Policy Number: PSB0002427
 Named Insured: David L. Gates & Associates

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in D. **Liability And Medical Expenses Limits of Insurance**.

3. The following is added to SECTION III H.2. **Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. **Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-01-2018	Policy No. PSW0002158	Endorsement No.
Insured	Insurance Company	
Gates + Associates	RLI Insurance Company	
Countersigned By _____		

Cindy Tzaopoulos

Subject: Public Comment
Attachments: St. Helena Skate Park 2019.pdf; ATT00001.htm

----- Forwarded Message -----

From: Bob Frescura <raf1416@yahoo.com>
To: pdohring@cityofsthelena.org <pdohring@cityofsthelena.org>; gellsworth@cityofsthelena.org <gellsworth@cityofsthelena.org>; mkoberstein@cityofsthelena.org <mkoberstein@cityofsthelena.org>; David Knudsen <dknudsen@cityofsthelena.org>
Sent: Wednesday, July 17, 2019, 04:48:13 PM PDT
Subject: Consent Item - Skate Park

Mayor and Council Members:

I respectfully request that at your July 23, 2019, City Council meeting that you **not fund** the \$29,865 fee for the professional services agreement with Gates and Associates for C20-03 Skate Park Improvements Project. Please see attachment for my reasoning of this request.

Please note, my background includes 35 years as a landscape professional doing design, installation, and maintenance of landscape plantings including public parks. I have also served our community as a member of the St. Helena Parks and Recreation Commission, St. Helena Tree Committee, St. Helena Beautification, Foundation, and was employed as a part-time Landscape and Tree Inspector for the city of St. Helena.

Thank you,

Robert Frescura

St. Helena Skate Park Improvements

As we approach the ten year anniversary of the completion of a skate park built within the boundaries of Crane Park it was decided that the event should be celebrated. By whom, I do not know. It has also been decided that the skate park which has degraded over the past few years due to poor maintenance, vandalism, and wear and tear should be improved. I agree that skate park needs these issues addressed but rushing to get them completed by the proposed October celebration of the ten year anniversary is a big mistake. Please do not proceed with any landscaping improvements to the skate park at this time for the following reasons:

1. I believe it is a mistake to attempt to establish landscape plantings within the narrow and limited spaces within the skate park. It is very difficult to maintain plantings in those areas due to the nature of the skating activities around them and the foot traffic those planting beds receive. Whatever is planted there, whether the plants are drought tolerant or extremely tough, they will not survive. Why not more hardscape in those spaces? From other skate parks I have seen and those I have viewed on the internet most do not have landscaping within the skate area just in wide flat areas adjacent to the skate areas. The landscape outside the fencing could be improved at some point, but not now. Almost \$30,000 for landscape architectural fees for a skate park that shouldn't have landscaping seems outrageous to me.
2. More importantly, the city should not spend any more money on landscape plantings within the city until the Public Works Department restructures its department so that our parks and public landscaping are maintained properly. I realize the Public Works Director is attempting to deal with this issue but will we ever see a landscape and park division reestablished within the department? It was a major mistake to eliminate the park division a few years ago to save money. Our parks were only marginally maintained prior to that reorganization. Now they are in the poorest condition that I have seen in the forty-two years that I have lived in St. Helena. When will our parks be maintained to a standard that is reflective of what this city proposes itself to be - "a world class destination"?
3. Vandalism, graffiti, and the users of the skate park that don't follow the rules need to be addressed and solved. Recreation staff has mentioned that many skaters from outside town come to use the park. Maybe they should be charged a user fee? What about installing security cameras? Providing some sort of staffing? Better police presence at night?

4. The vandalising of the fencing needs to be solved, but I believe consulting with a “high end” fencing contractor is a more efficient way of dealing with it than hiring a landscape architectural firm. I am sure fencing contractors have dealt with those sorts of problems before and could recommend a solution that works with our existing fencing.
5. Whatever improvements you decide to do at the skate park should not be funded unless you have a commitment from the staff that a plan is in place to make sure that those improvements will not be degraded through lack of maintenance. The Crane Park tennis courts have been relandscaped two times in the past thirty years at great expense. Both times the landscaping looked great for a year or two and then they slowly degraded due to lack of adequate care. That is just one observation of what happens with new plantings in this city. I could point out many more. Please solve the root problem of inadequate park maintenance before spending any more money on new landscaping any where in the city. Don't let a 10 year anniversary celebration distract you from being judicious with public funds.



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration of approval of a Resolution approving out-of-state travel for City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne to attend the International City/County Manager Association Conference (ICMA) in Nashville, Tennessee from October 19-23, 2019

CEQA Determination: **Not a CEQA project**

Prepared By: Jessica Deakyne

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

The ICMA Conference hosts thousands of local government management professionals to share and get new ideas, strategies, resources, and solutions for managing local governments in today's complex environment. With three and a half days of learning, inspiration, and connection, attendees are equipped with tools and support to help their communities and organizations.

Topics covered during the conference include many aspects of city management including equity and inclusion, civic health and community cohesion, leadership, sustainability, economic development, and innovation. St. Helena City Council Resolution 85-44 requires City Council approval for out-of-state travel.

Ms. Deakyne received a Cal-ICMA scholarship which covers her registration (\$720) and \$1,000 in travel reimbursement. It is estimated that the total cost of her travel will be approximately \$2,000. The total cost of St. Helena's portion of her travel is expected to be \$1,000 which includes the remainder of her hotel, airfare, ground transportation and per diem costs.

Mr. Prestwich's travel will include registration, hotel, airfare, ground transportation, and per diem and is expected to be \$3,000.

Funds for the ICMA Conference for both Ms. Deakyne and Mr. Prestwich have been included in the FY 2019-20 adopted budget.

FISCAL IMPACT

Fiscal impact is estimated to be approximately \$4,000. Funds are available in the FY 2019-20 adopted budget for the ICMA Conference.

RECOMMENDED ACTION

City Staff recommends City Council approve a resolution authorizing out-of-state travel for City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne to attend the International City/County Manager Association (ICMA) Annual Conference in Nashville, Tennessee from October 19-23, 2019.

ATTACHMENTS

[Resolution - Out-of-state travel M. Prestwich J. Deakyne](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-__

Resolution Authorizing Out-of-state travel for Mark Prestwich and Jessica Deakyne to attend the International City/County Manager Association (ICMA) Conference in Nashville, Tennessee from October 19-23, 2019.

RECITALS

- A. City Council Resolution 85-44 requires City Council approval for staff to attend out-of-state meetings and training; and
- B. ICMA is recognized as the premier training organization for city management; and
- C. City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne are requesting to attend the ICMA Conference in Nashville, Tennessee from October 19-23, 2019; and
- D. Ms. Deakyne has received a Cal-ICMA scholarship to cover registration for the Conference (\$720) as well as \$1,000 in travel reimbursement thereby reducing costs to the City; and
- E. The total approximate Conference costs to the City, after the scholarship, is \$4,000 which includes registration for Mr. Prestwich, airfare, hotel, ground transportation, and per diem costs; and
- F. Funds for the Conference are included in the FY 2019-20 adopted budget.

RESOLUTION

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

- 1. Travel is not a CEQA project; and
- 2. Approves out-of-state travel for City Manager Mark Prestwich and Assistant to the City Manager Jessica Deakyne to attend the ICMA Conference in Nashville, Tennessee from October 19-23, 2019

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed resolution approving Master Professional Services Agreements (MPSA's) with eighteen (18) consultants to provide professional consulting services.

CEQA Determination: Not a CEQA project

Prepared By: Tobias Barr, Project Manager

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Public Works Department and the Planning Department have the need to hire consultants to perform various professional services such as Capital Improvement Program (CIP) design and inspection, traffic engineering, environmental compliance, private development plan checking, land surveying, geotechnical testing, and asset management.

Currently, City staff follows a Request for Proposal (RFP) process to hire individual consultants to work on individual projects. This Master Professional Services Agreement (MPSA) process allows City staff to more efficiently hire consultants by performing one Request for Qualification (RFQ) inviting many consultants from multiple disciplines to submit Statement of Qualifications (SOQs) on general professional services. City staff will then request proposals from consultants on the approved MPSA list to perform a specific task. Once the most responsive and qualified firm for a specific task or project is selected, a Project Work Order is executed by the City Manager and is used to initiate the work. The formal contract language is included in the MPSA whereas the scope and fee are included in the Project Work Order.

The MPSA does not authorize or guarantee work for consultants. It is possible that, depending on City needs, some consultants will not be issued Project Work Orders and will therefore not work for the City under this process.

On August 11, 2015, City Council approved a MPSA with 15 consultants. City Council authorized the City Manager to execute individual Work Orders up to \$50,000 for a total cumulative not to exceed amount of \$250,000. On June 28, 2016, City Council approved Resolution 2016-85 allocating an additional \$250,000 to the MPSA. On October 24, 2017, City Council approved Resolution 2017-145 allocating an additional \$250,000 for a total not to exceed amount of \$750,000. As of June 5, 2019, total Work Orders have encumbered \$646,419 in funds for MPSA consulting work since August 11, 2015.

DISCUSSION

Rather than continue to request City Council authorize additional funds for the existing MPSA agreements, Public Works Staff determined that a new MPSA list should be created in order to give new consultants the opportunity to be placed on the list and have the opportunity to do business with the City of St. Helena. The process would not preclude existing consultants on the MPSA list, but existing consultants would also need to submit a Statement of Qualifications (SOQ) for evaluation. On November 14, 2018, a Request for Statements of Qualifications to Provide Professional Services were emailed to the Public Works consultants list, posted on the St. Helena Web site and the eBidboard at Blueprint Express.

A total of 18 SOQ's were received from consultants on January 3, 2019, for various professional services such as CIP design and inspection, traffic engineering, environmental compliance, private development plan checking, land surveying, geotechnical testing, and asset management. A review board consisting of the Public Works Director, the Public Works Project Manager, and the Utilities Manager reviewed and ranked the SOQs based on qualifications and City needs and all 18 consultants were selected to receive MPSAs.

The following consultants were selected and agreed to the language of the City's MPSA:

- Dudek
- WRECO
- Interwest Consulting Group
- RSA+
- Cardno, Inc.
- Geocon
- Horizon Water and Environment, LLC
- Ninyo & Moore
- Oscar Larson & Associates
- GHD

- Green Valley Consulting Engineers
- Larry Walker & Associates
- LSA
- CSG Consultants
- BKF Engineers
- Coastland
- Bennett Engineering
- TJKM

With the new MPSA program, City Staff is requesting an annual allocation of \$250,000 with a cumulative not-to-exceed amount of \$750,000 over a three-year period. This will save City staff and City Council time by not requiring staff to seek approval every year for additional funding authorization. Once the \$750,000 has been expended, City staff will release a new RFQ to provide the opportunity for new consultants to be placed on the list. The maximum work order amount will not change and will remain \$50,000.

FISCAL IMPACT

Project Work Orders are only utilized for work or projects that are included in the City's approved annual budget, or a new project or initiative approved by City Council during the fiscal year. MPSA's do not have a fiscal impact until the funds for the work will be encumbered by the Project Work Order at the time the work is authorized.

RECOMMENDED ACTION

Adopt the Resolution approving Master Professional Services Agreements (MPSA's) with eighteen (18) consultants to provide professional consulting services.

ATTACHMENTS

[Attachment 1 - Resolution MPSA Approval](#)

[Attachment 2 - MPSA 2019 Contract Template](#)

CITY OF ST. HELENA

RESOLUTION No. 2019-

Resolution approving Master Professional Services Agreements (MPSA's) with eighteen (18) consultants to provide professional consulting services

RECITALS

- A. The scope and ongoing nature of the City's Capital Improvement Program and development work requires that staff continue to use consultant services; and
- B. Utilizing Master Professional Services Agreements (MPSA's) streamlines the consultant selection process and allows Project Work Orders for specified scopes of services; and
- C. MPSA's were first approved by City Council Resolution 2015-94 in the amount of \$250,000 and, subsequently, increases in the amount of \$250,000 each were authorized by City Council in Resolutions 2016-85 and 2017-145 for a cumulative total of \$750,000; and
- D. On November 14, 2018, City Staff issued a Request for Qualifications to provide an opportunity for new and existing consultants to qualify for the Master Professional Services List; and
- E. Eighteen (18) consultants were found to be qualified to perform the work and all 18 consultants were amenable to the City's contract language; and
- F. Continuing the MPSA Program provides significant value and efficiency to the City of St. Helena.

RESOLUTION

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

1. MPSA's with the consultants listed in Exhibit A are approved and the City Manager is authorized to execute the MPSA's.

2. The issuance of Project Work Orders with the consultants listed in Exhibit A is approved with an annual allocation of \$250,000 with a cumulative not to exceed amount of \$750,000 over a three-year period.
3. The City Manager is authorized to approve and execute each Project Work Order in an amount of \$50,000 or less.
4. The Finance Director is authorized to pay all proper claims for work performed under each Project Work Order.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

Exhibit A – MPSA Consultant List

1. Dudek
2. WRECO
3. Interwest Consulting Group
4. RSA+
5. Cardno, Inc.
6. Geocon
7. Horizon Water and Environment, LLC
8. Ninyo & Moore
9. Oscar Larson & Associates
10. GHD
11. TJKM
12. Green Valley Consulting Engineers
13. Larry Walker & Associates
14. LSA
15. CSG Consultants
16. BKF Engineers
17. Coastland
18. Bennett Engineering

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on, _____ 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City or Owner), and _____ (Consultant).

RECITALS:

A. On November 14, 2018, City issued a Request for Statements of Qualifications (“RFQ”) for the provision of professional services for the City, the general scope of which services are described in the RFQ.

B. Consultant has submitted a Statement of Qualifications in response to the City’s RFQ and has further 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 – SCOPE OF SERVICES

Subject to the City’s issuance of one or more “Project Work Orders” to Consultant, substantially in the form attached as **Exhibit A**, Consultant agrees to perform services and work for the City, as specifically described in any such “Project Work Orders” (the “Services”).

A. City has the right, at its sole and absolute discretion, to request a “Proposal” or “Proposals” from Consultant for the performance of project-specific Services and to issue “Project Work Orders” to Consultant, substantially in the form attached as **Exhibit A**, for the performance of such Services. The City is under no obligation to issue any Project Work Orders under this Agreement.

B. The parties agree that Project Work Orders shall incorporate the terms and conditions of this Agreement and that upon execution by the parties, a Project Work Order shall be incorporated into this Agreement. In case of any conflict among the terms and conditions in this Agreement, a fully executed Project Work Order, or a Consultant Proposal attached to a Project Work Order, the order of precedence and control shall be as follows: (i) this Agreement; (ii) the Project Work Order, with respect to the project to which it applies; and (iii) the Proposal.

SECTION 2 – TIME FOR COMPLETION

Each Project Work Order shall identify the time for completion of Services under the Project Work Order. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 3 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City shall pay Consultant on a cost reimbursement basis at the hourly rate(s) set forth in Consultant's fee schedule attached to a Project Work Order, in an amount not to exceed the amount set forth in the Project Work Order. Total compensation under any Project Work Order shall not exceed the maximum amount stated therein.

B. Consultant shall furnish to City an original invoice for all Services performed and, if permitted under a Project Work Order, expenses incurred, during the preceding month. The invoice shall itemize the Services performed to the invoice date and include a progress report identifying Services accomplished during the period, percent of each Services task completed, and planned effort for the next period. The invoice shall also identify:

- C.
- Exact title of Project Work Order
 - Project Work Order number
 - Original Project Work Order amount
 - Subsequent Project Work Order amendment amount(s) (if any)
 - Previously billed amount(s)
 - Total amount received by Consultant to date for work under the Project Work Order
 - Amounts allocated and remaining, but unpaid, under the Project Work Order
 - Outstanding invoice numbers/amounts
 - Percent of the total project Services completed
 - Consultant personnel who have worked on the project
 - Number of hours each personnel worked during the invoice period
 - Hourly charges, using the same staff and professional classifications used in the applicable fee schedule for the Project Work Order

D. Except for specific expense items (if any) expressly permitted under a Project Work Order, payments prescribed herein and under a Project Work Order shall constitute full and complete compensation to Consultant for all costs of Services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees.

E. City shall independently review each invoice submitted to determine whether the Services performed and (if allowable) expenses incurred are in compliance with the provisions of this Agreement and the Project Work Order. 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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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 Project Work Order will not be completed satisfactorily within the maximum 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 4 – STANDARDS OF PERFORMANCE

A. 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 in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce Owner to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 5 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's Services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's Services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject Services by a timely written explanation, otherwise Consultant's Services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such Services except with respect to latent defects, deficiencies, and fraud. Acceptance of any of Consultant's Services 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 6 – 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. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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 7 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, 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, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, 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, pertaining to, or relating to 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 (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding

Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of Owner and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 8 – 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 9 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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 and any Project Work Order, 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.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 10 – 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 the last 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 11 – 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 Services 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 attorney 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 Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 12 – SUSPENSION OF SERVICES

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 13 – 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 14 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this Agreement, 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, 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 Services 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 15 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to any 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 shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues between Owner and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 16 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of Owner arising in connection with this

Agreement shall be limited exclusively to the Owner-entity identified as the “Owner” under this Contract. Under no circumstance shall any other Owner-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other Owner-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

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 Services as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services 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: 

Notice shall be deemed effective on the date personally delivered or transmitted by email, 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 Services 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 Services 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 Services 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 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that Owner is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 29 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 30 – 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 T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Michael G. Biddle
Title: City Attorney

EXHIBIT A

**CITY OF ST. HELENA PUBLIC WORKS
PROJECT WORK ORDER NO. _____**

PROJECT NAME: Staff Augmentation Services, Amendment No. ____ to STH CONTRACT: _____
Extending completion date.

CITY PROJECT MANAGER: _____

CONSULTANT PROJECT MANAGER: _____

SCOPE OF SERVICE: See Consultant’s Scope of Services/Proposal for Services and Fee Schedule dated _____, attached as Exhibit B-1.

START DATE: _____ COMPLETION DATE: _____

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: _____

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the “Master Professional Services Agreement with _____, date _____, 2019, which is hereby incorporated and made part of this Project Work Order. In the event of a discrepancy or conflict between the terms and conditions of the Project work Order and the Master Agreement, the Master Agreement shall govern.

CITY OF ST. HELENA

By: _____

Date: _____

Mark T. Prestwich
City Manager

[CONSULTANT]

A California corporation (or name other state, or LLC, sole proprietor, etc.)

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Michael G. Biddle
Title: City Attorney

Attachments: Exhibit B-1 - Consultant’s proposal and fee for Services for this Project Work Order



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Public Hearing

Subject: Consideration and approval of a Resolution 1) Amending the Appropriation Limits for Fiscal Year 2018-19 and 2) Establishing Appropriation Limits for Fiscal Year 2019-20 and the Selection of Current Year Adjustment Factors

CEQA **Not a CEQA project**
Determination:

Prepared By: Mandy Kellogg, Admin Services Mgr

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over \$100,000, and requires an annual independent auditor review of the

calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION

FY 2018-19 Appropriation

Staff discovered an error in the FY 2018-19 Appropriation Limit calculation approved by City Council on June 26, 2018. Correcting this error does not have any fiscal impact for the City of St. Helena.

Appropriations Limited Reported on June 26, 2018:

The appropriations limit for FY 2018-19 is \$50,952,694. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.67% in combination with the 0.78% increase in City population growth rate.

The FY 2018-19 appropriations of \$50,952,694 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$38,158,301 or 74.89% under the appropriation limit.

Amended Appropriations Limit for FY 2018-19:

The amended appropriations limit for FY 2018-19 is \$50,856,633. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.67% in combination with the 0.59% increase in City population growth rate.

The FY 2018-19 appropriations of \$50,856,633 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$38,062,240 or 74.84% under the appropriation limit.

The amended FY 2018-19 GANN Limit Calculation Sheets and supporting documents are included as Attachment 1.

FY 2019-20 Appropriation

The appropriations limit for FY 2019-20 is \$52,936,087. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.85% in combination with the 0.23% increase in City population growth rate.

The FY 2019-20 appropriations of \$52,936,087 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$39,397,013 or 74.42% under the appropriation limit.

The FY 2019-20 GANN Limit Calculation Sheets and supporting documents are included as Attachment 2.

FISCAL IMPACT

None, since the Appropriation Limit is higher than the Appropriations subject to Limit for Fiscal Year 2018-19 and for Fiscal Year 2019-20.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt a Resolution amending the appropriation limit for Fiscal Year 2018-19 and establishing an appropriation limit for Fiscal Year 2019-20.

ATTACHMENTS

[FY 2018-19 Amended GANN Limit Calculation Sheets and Supporting Documentation](#)

[FY 2019-20 GANN Limit Calculation Sheets and Supporting Documentation](#)

[Attachment 3 - Resolution Amending GANN Limit for FY 2018-19 and Establishing the GANN Limit for FY 2019-20](#)

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2018-19**

PROCEEDS OF TAXES	\$	12,794,393
EXCLUSIONS	\$	-
APPROPRIATIONS SUBJECT TO LIMITATION	\$	12,794,393
CURRENT YEAR LIMIT	\$	50,856,633
OVER (UNDER) LIMIT	\$	(38,062,240)
AVAILABLE CAPACITY AS A % OF LIMIT		74.84%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2018-19

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2018-2019 estimated revenues	\$	14,264,191
Less:		
Nonproceeds of tax	\$	(1,469,798)
Plus:		
User fees in excess of costs	\$	-
Total appropriations subject to limit:	\$	12,794,393

APPROPRIATION LIMIT

Fiscal year 2017-2018 appropriation limit:	\$	48,768,534
A. Cost of living adjustment ⁽¹⁾	1.0367	
B. Population adjustment ⁽²⁾	1.0059	
Change Factor (A x B)	1.0428	
Increase in appropriation limit	\$	2,088,099
FISCAL YEAR 2018-2019 APPROPRIATION LIMIT	\$	50,856,633
REMAINING APPROPRIATION CAPACITY	\$	38,062,240
AVAILABLE CAPACITY AS A PERCENT OF LIMIT		74.84%

⁽¹⁾ Based on percentage change in California per capita income.

⁽²⁾ Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2018-19

REVENUE SOURCE	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	TOTAL
Property tax	3,761,552		3,761,552
Retail sales/use tax	4,720,335		4,720,335
Transient occupancy tax	3,350,823		3,350,823
Business license tax	147,857		147,857
Real property transfer tax	120,611		120,611
Motor vehicle in-lieu	670,791		670,791
Public Safety Sales Tax		58,485	58,485
Franchise Taxes		208,755	208,755
Charges for Services		986,985	986,985
Other Revenues		212,997	212,997
SUBTOTAL	\$ 12,771,969	\$ 1,467,222	\$ 14,239,191
PERCENT OF TOTAL	89.70%	10.30%	100.00%
INTEREST INCOME	\$ 22,424	\$ 2,576	\$ 25,000
TOTAL - GENERAL FUND	\$ 12,794,393	\$ 1,469,798	\$ 14,264,191

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2002

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2002/2003	0.9873	0.9985	0.9858	32,739,266	32,274,992
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0382	1.0209	1.0599	41,498,079	43,983,747
2016/2017	1.0537	1.0123	1.0667	43,983,747	46,915,726
2017/2018	1.0369	1.0025	1.0395	46,915,726	48,768,534
2018/2019	1.0367	1.0058	1.0427	48,768,534	50,856,633



**DEPARTMENT OF
FINANCE**
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. - GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO, CA ■ 95814-4998 ■ [WWW.DOF.CA.GOV](http://www.dof.ca.gov)

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. Finance will certify the higher estimate to the State Controller by June 1, 2018.

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN

Director

By:

AMY M. COSTA

Chief Deputy Director

Attachment

May 2018

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
City	2017-2018	1-1-17	1-1-18	Population
				1-1-2018
Napa				
American Canyon	1.24	20,733	20,990	20,990
Calistoga	0.30	5,318	5,334	5,334
Napa	0.26	80,198	80,403	80,403
St Helena	0.59	6,082	6,118	6,118
Yountville	0.99	2,014	2,034	2,874
Unincorporated	-3.71	25,251	24,315	25,575
County Total	-0.29	139,596	139,194	141,294

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2019-20**

PROCEEDS OF TAXES	\$	13,539,074
EXCLUSIONS	\$	-
APPROPRIATIONS SUBJECT TO LIMITATION	\$	13,539,074
CURRENT YEAR LIMIT	\$	52,936,087
OVER (UNDER) LIMIT	\$	(39,397,013)
AVAILABLE CAPACITY AS A % OF LIMIT		74.42%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2019-20

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2019-2020 estimated revenues	\$	15,026,052
Less:		
Nonproceeds of tax	\$	(1,486,978)
Plus:		
User fees in excess of costs	\$	-
Total appropriations subject to limit:	\$	13,539,074

APPROPRIATION LIMIT

Fiscal year 2018-2019 appropriation limit:	\$	50,856,633
A. Cost of living adjustment ⁽¹⁾	1.0385	
B. Population adjustment ⁽²⁾	1.0023	
Change Factor (A x B)	1.0409	
Increase in appropriation limit	\$	2,079,454
FISCAL YEAR 2019-2020 APPROPRIATION LIMIT	\$	52,936,087
REMAINING APPROPRIATION CAPACITY	\$	39,397,013
AVAILABLE CAPACITY AS A PERCENT OF LIMIT		74.42%

⁽¹⁾ Based on percentage change in California per capita income.

⁽²⁾ Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2019-20

REVENUE SOURCE	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	TOTAL
Property tax	4,152,740		4,152,740
Retail sales/use tax	5,038,800		5,038,800
Transient occupancy tax	3,350,823		3,350,823
Business license tax	156,228		156,228
Real property transfer tax	120,611		120,611
Motor vehicle in-lieu	694,643		694,643
Public Safety Sales Tax		59,655	59,655
Franchise Taxes		208,755	208,755
Charges for Services		973,670	973,670
Other Revenues		242,127	242,127
SUBTOTAL	\$ 13,513,845	\$ 1,484,207	\$ 14,998,052
PERCENT OF TOTAL	90.10%	9.90%	100.00%
INTEREST INCOME	\$ 25,229	\$ 2,771	\$ 28,000
TOTAL - GENERAL FUND	\$ 13,539,074	\$ 1,486,978	\$ 15,026,052

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2002

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2002/2003	0.9873	0.9985	0.9858	32,739,266	32,274,992
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0382	1.0209	1.0599	41,498,079	43,983,747
2016/2017	1.0537	1.0123	1.0667	43,983,747	46,915,726
2017/2018	1.0369	1.0025	1.0395	46,915,726	48,768,534
2018/2019	1.0367	1.0058	1.0448	48,768,534	50,856,633
2019/2020	1.0385	1.0023	1.0409	50,856,633	52,936,087



DEPARTMENT OF
FINANCE

GAVIN NEWSOM - GOVERNOR
915 L STREET ■ SACRAMENTO, CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. Finance will certify the higher estimate to the State Controller by June 1, 2019.

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

May 2019

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County	Percent Change	--- Population Minus Exclusions ---		Total Population
City	2018-2019	1-1-18	1-1-19	1-1-2019
Napa				
American Canyon	0.00	20,630	20,629	20,629
Calistoga	1.15	5,391	5,453	5,453
Napa	-0.01	79,495	79,490	79,490
St Helena	0.23	6,119	6,133	6,133
Yountville	-0.14	2,098	2,095	2,916
Unincorporated	-0.88	25,133	24,911	26,158
County Total	-0.11	138,866	138,711	140,779

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment 3

CITY OF ST. HELENA

RESOLUTION NO. 2019-_____

APPROVING THE AMENDMENT TO THE APPROPRIATION LIMIT FOR FISCAL YEAR 2018-19 AND THE SELECTION OF FISCAL YEAR ADJUSTMENT FACTORS AND APPROVING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2019-20 AND THE SELECTION OF CURRENT FISCAL YEAR ADJUSTMENT FACTORS

RECITALS

- A. **WHEREAS**, the people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and
- B. **WHEREAS**, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and
- C. **WHEREAS**, the people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and
- D. **WHEREAS**, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and
- E. **WHEREAS**, the Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and
- F. **WHEREAS**, The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2018-19 and Fiscal Year 2019-20.

RESOLUTION

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

- 1. The annual adjustment factors used to calculate the FY 2018-19 appropriations limit shall be the change in statewide per capita personal income percentage of 3.67% and the change in City population growth rate of 0.59%; and
- 2. The Amended FY 2018-19 appropriation limit shall be \$50,856,633; and
- 3. The annual adjustment factors used to calculate the FY 2019-20 appropriations limit shall be the change in statewide per capita personal income percentage of 3.85% and the change in City population growth rate of 0.23%; and

4. The FY 2019-20 appropriation limit shall be \$52,936,087; and
5. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Koberstein:

Councilmember Chouteau:

Councilmember Knudsen:

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Old Business

Subject: Consider and approve a resolution authorizing the City Manager to execute Amendment No. 3 in the amount of \$289,184 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Habitat Restoration Project, for a total not to exceed amount of \$1,130,178.80

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On April 26, 2016, City Council approved a contract for Michael Baker International in the amount of \$461,813 for engineering services for the Upper York Creek Habitat Restoration Project Capital Improvement Project W-26. The proposal cost was based on a value engineering analysis of the previous designs from Prunuske Chatham, final plans, and permits for a project which would notch the dam, remove extensive sediment build-up, armor the creek, and provide extensive habitat restoration as a result of the construction disturbance.

In early 2017, as the consultants and City staff were working to finalize the 65% plans and submit permit applications, two of the regulatory agencies recommended a change in the project plans and implementation. The change was due to previous dam removal projects with similar characteristics to York Creek being washed out with heavy rains and weather. In order to avoid additional expensive reconstruction, it was requested that the City adopt a new approach to the project.

The new approach is to notch the dam, perform limited sediment removal and then allow natural sediment transport to re-establish the ecosystem and fish passage. At least ten years of monitoring will follow the dam removal and the City, in partnership with the regulatory agencies, will develop an adaptive management plan as additional construction may be needed in the future for sediment, habitat and fish passage.

On May 23, 2017, City Council authorized Amendment No. 1 in the amount of \$144,557.80 with Michael Baker International in order to meet the new project requirements. Additional studies and analysis were needed on sediment flow and rock borings, design of sediment traps, additional meetings, hydrology and hydraulics studies, cultural resources, and more. On May 8, 2018, City Council authorized Amendment No. 2 in the amount of \$234,624 for negotiating right of way and additional environmental and engineering services.

On April 23, 2019, City Council adopted Resolution 2019-44 adopting an amendment to the 2015 Environmental Impact Report for the Upper York Creek Habitat Restoration Project and also adopted Resolution 2019-46 approving modifications to the project that included a construction and maintenance easement access agreement with Spring Mountain Vineyards in order to construct downstream sediment traps (Phase I), and authorized the Public Works Director to approve final plans and advertise to the project for construction bids. On June 25, 2019, the Public Works Director signed a permit agreement with the California Department of Fish and Wildlife for Phase I of the Upper York Creek Habitat Restoration Project which is the final permit needed in order to construct Phase I.

DISCUSSION

City staff was aware that Michael Baker's contract agreement amount was close to being exceeded, but did not agree that additional funds should be authorized until substantial progress was made on the project. The project has continued to struggle with meeting deadlines for removing the dam, but with Michael Baker, the City is finally making headway with Phase I of the project days away from being able to advertise. In addition, Michael Baker has received feedback from the agencies on the path forward for Phase II and has included costs in Amendment No. 3 that should take the project to completion of the entire project.

At the time of the Request for Proposals, the City was unaware of how much more work effort would be required of the project in order to complete regulatory permitting on any portion of the work. Michael Baker's original agreement was to take existing 65% project plans prepared by another firm to 100% completion along with negotiating the regulatory permitting path for the City. Their scope of work did not include the amount of in-person or weekly call-in meetings, types of surveys that have been requested or required by the regulatory agencies over the past three years, nor did it include breaking the project up into two phases. The attachment depicting the original agreement and each amendment tells the story of how much additional environmental effort has been needed. However, the project is now at a point that there should be no further surprises

and Amendment No. 3 should be the final request to complete design and permitting for both phases of the project.

In addition to Michael Baker's agreement, the City is concurrently engaged with an additional consultant to assist in overseeing the final engineering and permitting review for the project in order to ensure constructability and timely response to regulatory agencies.

FISCAL IMPACT

Amendment No. 3 increases the contract agreement in the amount of \$289,184 and will be paid from account 763-5030-2130 which are proceeds of the water bonds. There are sufficient funds to pay for this contract increase as the overall construction cost is anticipated to be greatly reduced.

The revised total compensation of the Professional Services Agreements is as follows:

Original Agreement Amount	\$461,813.00
Amendment No. 1	\$144,557.80
Amendment No. 2	\$234,624.00
Amendment No. 3	\$289,184.00
Total Compensation	\$1,130,178.80

RECOMMENDED ACTION

Staff recommends that City Council approve a resolution authorizing the City Manager to execute Amendment No. 3 in the amount of \$289,184 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Habitat Restoration Project, for a total not to exceed amount of \$1,130,178.80.

ATTACHMENTS

[Attachment 1: Award of Professional Services Agreement with Michael Baker International](#)

[Attachment 2: Amendment No. 1](#)

[Attachment 3: Amendment No. 2](#)

[Attachment 4: Amendment No. 3](#)

[Attachment 5: Resolution](#)

Attachment 1

Item No: 14

**Report to the City Council
Council Meeting of April 26, 2016**

Agenda Section: Consent Calendar

Subject: Consideration and proposed approval a of resolution approving a Professional Services Agreement with Michael Baker International in the amount of \$461,813 for engineering services for the Upper York Creek Ecosystem Restoration Project, Capital Improvement Project W-26

CEQA Status: Environmental Impact Report (SCH. No. 2006092096)

Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City has been working for several years to remove the Upper York Creek Dam and restore the York Creek streambed. The dam was originally constructed in 1900 and is no longer managed as a water supply facility. The reservoir originally had a capacity of 10,000,000 gallons. Over time, it has accumulated an estimated 26,000 cubic yards of gravel and other sediments, and by 1993 too much sediment had accumulated to continue to use it as a water source. There have been four incidents of accidental, catastrophic release of sediment resulting in mortality of fish and other aquatic organisms. In 2006, the City entered into an agreement with the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) to remove the Upper York Creek Dam. The terms of this agreement state that the City must pay to NOAA \$70 per day for each day beyond October 31, 2012 that the dam continues to block fish passage to Upper York Creek. The current Project scope includes removal of 50'x140' earthen dam, re-establishing a natural fish-passage channel, and removing invasive plants and revegetation of approximately 2 acres as riparian forest.

The Notice of Preparation (NOP) for the Draft Environmental Impact Report (EIR), which initiated the environmental review process for the Project, was distributed to responsible agencies, interested parties, and the public on September 19, 2006. The 30-day Draft EIR scoping comment period initiated by the NOP was from September 19, 2006 to October 18, 2006. The Draft EIR was subsequently prepared and circulated for public review from April 19, 2007 to November 14, 2007. The initial public review period was set to close on June 4, 2007. In order to obtain more public participation, the City extended the public comment period four times to November 14, 2007. The Final EIR

Attachment 1

Item No: 14

was then prepared, which includes a summary of the Draft EIR, response to comments received during this extended Draft EIR public review period, as well as minor technical revisions and appendices prepared and added to address the comments. On April 28, 2015, the City Council certified the Final EIR, adopted CEQA findings and a statement of overriding considerations, adopted a mitigation monitoring and reporting plan, and authorized Staff to secure final Project funding and develop Project design and construction bidding documents.

DISCUSSION

The Director of Public Works released a Request for Proposal for final engineering, permitting, EIR addendum, and construction support for the Upper York Creek Ecosystem Restoration Project on December 28, 2015. The RFP was advertised on the City's website, regional and state bidding clearing houses, and was also emailed to an extensive list of consultants by Staff. Two proposals were received prior to the deadline of February 16, 2016 by 3:00 PM. A committee of three City Staff persons reviewed the proposals and scored them based on the predetermined criteria outlined in the RFP. City Staff then scheduled interviews with each consultant, AECOM and Michael Baker International. Both consultants are qualified and performed well during the interviews. Based on the written proposals and oral interviews, City Staff found Michael Baker International to be the best qualified consultant to perform the work.

The total cost of the agreement with Michael Baker International is \$461,813. The scope of work includes \$48,580 of engineering support during construction, and includes a value engineering task. The goal of the value engineering is to find ways to reduce construction costs, so that the project can be delivered within the current funding constraints.

FISCAL IMPACT

The estimated Project expenditure summary is provided in the table below. The cost for this agreement for engineering services is within the project budget for preliminary engineering and environmental.

Description	Budget	Projected
Preliminary engineering and environmental	\$ 847,129	\$ 847,129
Construction management/inspection	\$ 250,718	\$ 250,718
Construction Contract	\$3,706,378	\$5,402,153
Total	\$4,804,225	\$6,500,000

The Project is currently underfunded by approximately \$1,695,775. The Project will not begin construction until funding for this shortfall can be identified and secured. The scope of work for this agreement includes a value engineering task. The goal of the value engineering is to find ways to reduce construction costs, so that the project can be delivered within the current funding constraints.

Attachment 1

Item No: 14

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a Professional Services Agreement with Michael Baker International in the amount of \$461,813 for engineering services for the Upper York Creek Ecosystem Restoration Project.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2016-51

**APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH MICHAEL BAKER
INTERNATIONAL IN THE AMOUNT OF \$461,813 FOR
ENGINEERING SERVICES FOR THE UPPER YORK
CREEK ECOSYSTEM RESTORATION PROJECT,
CAPITAL IMPROVEMENT PROJECT W-26**

RECITALS

- A. The City has been working for several years to remove the Upper York Creek Dam and restore the York Creek streambed; and
- B. City Staff conducted a competitive solicitation to attract highly qualified engineering consultants; and
- C. Of the two proposals reviewed, Michael Baker International was scored in the top two; and
- D. During the interview process Michael Baker International demonstrated the level of experience, competence, staffing, and other qualifications necessary for exceptional performance of the services required and described in the scope of work; and
- E. The project is funded under Capital Improvement Project W-26.

RESOLUTION

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

1. The City Manager is authorized to execute the Professional Services Agreement with Michael Baker International in the amount of \$461,813 for engineering service.

Approved at a Regular Meeting of the St. Helena City Council on April 26, 2016 by the following vote:

Mayor Galbraith:	<u>yes</u>
Vice Mayor White:	<u>yes</u>
Councilmember Crull:	<u>yes</u>
Councilmember Dohring:	<u>Absent</u>
Councilmember Pitts:	<u>yes</u>

APPROVED:


Alan Galbraith, Mayor



ATTEST:


Cindy Black, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 26, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Michael Baker International (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Civil Engineering Services for Upper York Creek Ecosystem Restoration Project**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which 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 \$461,813.00, 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

Page 1 of 10

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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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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.

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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, 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. The workers compensation policy is to 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 effecting 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, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, 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:	Michael Baker International 2729 Prospect Park Drive, Suite 220 Rancho Cordova, CA 95670

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 wavier 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

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this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

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

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

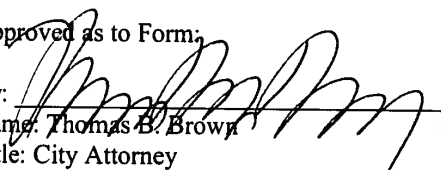
Consultant:

By: 
Name: Kevin Gustorf
Title: Vice President

City:

By: 
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



Work Plan / Scope of Work

Michael Baker has carefully reviewed the RFP and evaluated the available reports/studies on this project to provide the following scope of services for the final design and permitting of the Upper York Creek Ecosystem Restoration Project. The Michael Baker team has developed this recommended scope of work to address the key issues and challenges and implement a comprehensive technical work plan to complete the PS&E and obtain the necessary approvals for project construction.

Phase I: Technical Studies and Project Refinement

Task 1 Kickoff Meeting

Michael Baker will hold a kickoff meeting to commence the project with the City and project stakeholders. Michael Baker will prepare the meeting agenda and meeting minutes. The meeting will be used to initiate the project and discuss schedules, communications, expectations, critical issues, and design criteria.

Deliverables: Meeting agenda and meeting minutes

Task 2 Collect and Review Existing Plans and Reports

Michael Baker will obtain and review existing available technical studies from the City, County, USACE, FEMA, and other known sources related to the project improvements. The information collected will include hydrology and hydraulics studies and computer models, environmental documents, geotechnical studies, available geology and hydrogeology information, and future proposed development projects, as well as as-built plans and the City's GIS database for existing facilities along the project reach.

Deliverables: Summary of existing data pertaining to the project improvements

Task 3 Supplemental Field Topographic Survey

Michael Baker will compile supplemental topographic mapping by conventional field methods for final design purposes. Topography shall include locations and elevations of features not accurately defined by the existing project topographic mapping. The supplemental mapping shall include spot elevations, trees, top/toe of slopes, surface utilities, existing structures, and areas of proposed construction join points. This task is based on 40 hours of field survey.

Deliverables: Supplemental field topographic mapping



Civil Engineering Services for Upper York Creek Ecosystem Restoration Project

Task 4 Geotechnical Investigation and Analysis

Michael Baker International has teamed with WRECO to perform the Geotechnical Investigation and Analysis for the Proposed Project.

Field Investigation and Laboratory Testing

WRECO proposes to perform a field investigation to better characterize the subsurface information at the Project site. The field investigation will consist of one soil boring using hollow-stem auger drilling techniques to a completion depth of up to 40 feet below existing grade for the purpose of obtaining disturbed representative soil samples to better characterize the subsurface conditions. Representative soil samples at 2.5 foot intervals will be visually classified using the Unified Soil Classification System and retained for later laboratory testing. Borings will be presented on a boring location plan, and the soil descriptions and summary of the laboratory testing results will be presented on Logs of Borings.

Geotechnical Engineering Study Report

WRECO will prepare a Geotechnical Engineering Study Report for the proposed slope repair. This engineering study will contain the following information and recommendations:

- A Project summary and description of the scope of work performed for the Project. A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils, summary of the laboratory testing results, and Logs of Borings with the observed soils, groundwater, and laboratory soil testing results.
- A discussion of where the groundwater source may be and methods for further evaluation and mitigation measures.
- A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the latest California Building Code and ASCE-7.
- Contract language for the bidding phase of the Project regarding the slope repair wall construction.

Deliverables: Boring Location Plan and Logs of Borings, Draft and Final Geotechnical Engineering Study Report

Task 5 Hydrology, Hydraulics, and Sedimentation Analysis

Michael Baker will provide engineering services to perform the updated hydrology, hydraulic, and scour analyses for the development and analysis of the final design recommendations. The design hydrology will use the flow rates developed in the previous studies from the USACE and Prunuske Chatham, Inc. (PCI). Updated channel hydraulic models will be prepared to reflect the proposed grading for the entire project length to develop the optimal configuration and evaluate any potential modifications to the current (63%) plans. Channel geometric characteristics, such as conveyance cross-sections, roughness coefficients, confluences, and encroachments, will be analyzed based

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on site conditions, physical constraints, and the proposed plans. A geomorphic assessment and scour analysis will be prepared to determine the final design requirements for the stream profile and structures.

Deliverables: Hydrology, hydraulics, and sedimentation calculations

Task 6 Design Evaluation and Value Engineering Analysis

Michael Baker shall prepare a design evaluation and value engineering analysis to determine the most viable project improvements that are acceptable to the City and the stakeholder agencies. The recommended improvements in PCI's 65% plans will be evaluated, taking into consideration a risk assessment, additional technical studies and base data, environmental constraints, and a value-engineering analysis to determine if any potential modifications can improve the proposed project. The analysis will include the evaluation of the current geometric design plan and consider hydraulic effectiveness, preliminary construction costs, sedimentation and scour, environmental impacts and mitigation requirements, traffic control, constructability, geotechnical issues, and other intangible impacts. Michael Baker shall review each project element for value engineering, constructability, and likelihood of success in restoring and maintaining fish passage. A preliminary consultation with NOAA fisheries will be initiated to ensure agency approval on any potential design changes.

Deliverables: Value engineering recommendations and project modifications

Task 7 Preliminary Design Report

Michael Baker will prepare a preliminary design report which will present and document the results of the technical studies and value engineering analysis. The report will include text, graphics, preliminary plan layouts, value engineering analysis discussion, and recommendations for the final project design. Technical analysis will be summarized with detailed analysis provided as an appendix.

Deliverables: Draft and final preliminary design reports

Task 8 Updated 65% Improvement Plans

Michael Baker will develop updated 65% design plans for the project from the previous plans prepared by PCI, incorporating the results of the design evaluation and value engineering analysis. The plans shall be updated from the CAD files from the current PCI plans. It is assumed that the PCI CAD file will be provided to Michael Baker. The plans will include facility sizes, cross sections, construction details, preliminary structural requirements, hydraulic profiles, and landscape plans. The updated 65% plans shall clearly delineate and define the project improvements to evaluate conformance with the environmental documents and to prepare regulatory permits. A design review meeting with the



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City will be held with the submittal of the plans. The review meeting shall include a discussion of the following information:

- Updated technical studies
- Results of design evaluation and value engineering study
- Project elements and modifications recommended for final design
- Project schedule and estimated construction cost

Deliverables: Updated 65% improvement plans; design review meeting

Task 9 Soil Disposal Site Evaluation and Preliminary Grading Plans

Based on the updated improvement plans, Michael Baker will determine the required amount of excess material to be disposed of off-site. The team will evaluate the three sites identified in the EIR to determine their suitability in receiving the excess material. The Spring Mountain Vineyard site is a private entity and a determination will be made in consultation with the City if this site should be pursued. Assuming that Spring Mountain is not a viable site, an evaluation of the Lower York Creek Reservoir (LYCR) site will be performed. Consultation with the Clover Flat Landfill will also be performed to determine if the landfill can accept additional material. Modifications to the stream restoration grading will also be considered to identify changes that would reduce the amount of excess material to a quantity that could be handled by the LYCR and Clover Flat Landfill sites. Potential alternatives will be developed considering the cost and environmental impacts. The alternatives analysis will be discussed with the City to identify a preferred solution.

Michael Baker will prepare a preliminary grading plan for the recommended soil disposal site. For the purposes of this scope and fee it is assumed that the remaining excess material will be disposed of at the LYCR site. The plans shall be updated from the CAD files from the current PCI plans. The preliminary grading plans will include plan sheets at 1"=40' scale utilizing the compiled base mapping. The plans will also include typical cross sections, utility locations/conflicts, and ROW information.

Deliverables: Soil site analysis, preliminary grading plans

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Phase 2: Final Design and Construction Documents (65% To 100% Plans)

Task 10 95% Channel Improvement Plans

Michael Baker will continue to prepare restoration improvement plans to the 95% completion level. The plans will be adjusted to reflect comments on the 65% design and feedback from the design review meeting. The plans shall be updated to include all features, hydraulic data and HGLs, and structural details. The plan set shall include all plan sheets anticipated for the final drawings including title and note sheets, plan and profiles, landscape plans, structural details, and miscellaneous detail sheets. The plans shall include the detailed information as requested in the RFP and in accordance with City standards.

Deliverables: 95% channel improvement plans

Task 11 Specifications and Cost Estimates

Michael Baker will prepare the technical provisions section of the construction documents in accordance with the format requested by City. A schedule of bid items will be developed with associated quantities and cost estimate.

Deliverables: Technical provisions; bid schedule and quantities; cost estimate

Task 12 Structural Design Report

Michael Baker will prepare structural sections, details, and calculations associated with the existing concrete structure modifications and tie-back system required for the project design. Anticipated structural drawings include typical details and general notes, spillway and slope structural sections, and miscellaneous details. Calculations will utilize geotechnical design values provided by the project geotechnical engineer as well as in-house computer programs for analysis. Calculations will utilize City-approved methods for analysis and be in a format to be checked by City staff.

Deliverables: Structural design report

Task 13 Final Basis of Design Report

Michael Baker will prepare a final basis of design report to support the design of the recommended improvements. This engineering analysis will provide verification of the hydraulic operation for the proposed facilities and become the technical engineering basis of the final design. The channel hydraulics will be updated from the preliminary design report to reflect any modifications to the channel configuration.

Deliverables: Final basis of design report



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Task 14 Final (100%) Improvement Plans

Michael Baker will prepare a final field check of the plans, and complete final plans, specifications, and estimates to incorporate any changes in site conditions and address comments on the 95% submittal.

Deliverables: Final improvement plans (mylar); bid schedule and quantities; technical provisions

Task 15 Construction Support

Michael Baker will provide personnel at the City's request to provide support during construction. Our restoration practitioners will be made available to assist in project implementation. It is assumed 8 hours per week will be required to assist the contractor in the field during construction. It is assumed for the purposes of this proposal the duration of construction will occur between April and November, 2017. Therefore 270 hours of field time have been allocated for this task.

Task 16 Lower York Creek Monitoring and Management Program

The Project's Final EIR included as a required mitigation measure development of a "causative factors analysis and an implementation program to monitor, maintain, and/or improve channel capacity and promote sediment transport". Therefore Michael Baker will develop a Monitoring and Management Program (MMP) to meet these requirements.

Michael Baker will provide an initial survey for use in establishing a baseline condition when evaluating sediment deposition. Michael Baker will provide surveyed cross sections at each bridge or culvert from the existing spillway to the confluence of York Creek with the Napa River. Four cross sections will be taken at each bridge – at the upstream face, downstream face, and at the approximate expansion and contraction limits for each bridge so that the cross sections may be used in the future for hydraulic modeling. We will survey soffit elevations, abutment locations, and roadway elevations. Between each structure, cross sections will be taken at approximately 500 foot intervals. Figure 1 shows approximate locations of survey points to be taken with the initial survey.

Directly following completion of the restoration, Michael Baker will produce an as-built survey. This survey will be used to confirm that the project was built to design standards and will serve as baseline data for future monitoring. Michael Baker will compare this data to the design criteria and produce a brief report summarizing any implementation adjustments or discrepancies.

Within the MMP, Michael Baker will develop monitoring requirements consistent with the goals outlined in the EIR. We will recommend inspection of the channel at a defined interval, likely once per year for five years. More frequent inspections may be necessary if stability concerns have previously been noted, or there have been frequent/intense storm events. An inspection may be necessary immediately following a significant storm event (bankfull or higher) if the event occurs soon after completion of the project and, before bank vegetation has been established in accordance with the plans and specifications.

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The MMP will require site inspections to monitor:

- **Vertical Instability** - Any indication of incision or headcutting should be noted and immediate corrective action recommended. As-built plans will provide the design and construction bankfull depth at riffles. This depth will be verified upon inspection and should not deviate from the post-construction depth by a factor greater than 1.3 or other approved metric. A subsequent longitudinal profile survey may not be required during routine stability monitoring, unless negative changes have been identified.
- **Lateral Instability** - Any observation of changes in meander geometry such as channel widening, channel migration, or lateral erosion should be noted with recommended corrective action. For most projects, it is preferred that the channel develops some degree of narrowing and adjustment through depositional processes during the first few years as vegetation becomes established.
- **Structural Integrity** - In-stream structures are specifically designed to reduce bank shear stresses, maintain a stable plan and profile, and provide habitat. Any indication of structure failure such as undermining of structures, erosion between structures and the bank, piping, etc. should be noted along with an immediate corrective action. It should also be noted if structure instability is considered insignificant and is not likely to result in further instability. Such areas should be monitored closely in subsequent monitoring years.
- **Vegetation Viability** - For many natural channel design projects, native buffer vegetation along the channel bank and riparian corridor is critical to the stability of the stream. Any indication that vegetation planting is not establishing in accordance with the approved plans and specifications should be noted and recommendations made for corrective action. This includes an overabundance of vegetation within the bankfull channel such as on riffles that may cause bank instability.
- **Sediment Deposition** - Based on review of the site, monitoring locations will be determined at and downstream of the proposed Project site in order to evaluate sediment deposition at hydraulic structures such as bridges or other areas of constricted flow. The MMP will determine the extent of acceptable aggradation before additional analyses or restoration efforts are necessary.

Any observed changes should be evaluated to determine if they represent a movement toward a more unstable condition (e.g., down-cutting or erosion, increased bank height ratio) or a movement toward increased stability (e.g., settling, vegetative changes, deposition along the banks, decrease in width/depth ratio). The types, severity, and causes of changes will be documented. Corrective actions will be defined and recommended with each inspection. The MMP will define actionable deficiencies and determine when mitigation measures are necessary. Potential mitigation measures include onsite corrective actions, or additional analyses such as hydraulic modeling or sediment transport modeling.



Figure 1, Survey Location Map



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Recommended Corrective Action

Bed/Sediment	Bank	Structure	Vegetation
1. No Action.	1. No Action.	1. No Action.	1. No Action.
2. Modify design.	2. Repair matting and or reinstall live stakes.	2. Stabilize the structure with protective materials.	2. Replant bank and floodplain vegetation.
3. Remove debris or blockage	3. Grade banks to appropriate slope and reinstall matting and live stakes.	3. Reconstruct the unstable portion of structure.	3. Replant surrounding riparian buffer with trees/shrubs.
4. Protect the bed to prevent further degradation.	4. Stabilize banks with bioengineering.	4. Move the structure to proper placement.	4. Place protective barrier around the vegetation.
5. Stabilize local sediment source.	5. Adjust design.	5. Rebuild the structure.	5. Other
6. Other	6. Other.	6. Other	

Figure 1. Potential Corrective Actions

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Stream Restoration Monitoring Report

Site _____ Monitoring Year _____

Field Inspector: _____ Date _____

Problem Area Number _____ As-built Sheet Number _____

Station Number _____ Photo Number _____

Please choose from the guidance sheet on the reverse side for the following information.

Type of Failure: _____

Severity: _____

Cause of the Failure: _____

Recommended Corrective Action: _____

Additional comments about this problem area:

Figure 2. Sample Stream Restoration Monitoring Report



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Permitting and Environmental Compliance

Task 17 Delineation of Jurisdictional Waters

Michael Baker will review previous jurisdictional delineations of waters of the United States (including wetlands) and waters of the State located within the boundaries of the project site. Findings of the review will be summarized in a report (for Agency approval) along with graphics that identify the boundaries of water within the project site that are:

1. Waters of the U.S;
2. Waters of the State; and/or
3. California Department of Fish and Wildlife (CDFW) jurisdiction under California Fish and Game Code 1600 et al.

Task 18 Preparation/Processing of Regulatory Agency Applications

Michael Baker will prepare a Joint Aquatic Resources Permit Application (JARPA) package for USACE, Regional Water Quality Control Board, and CDFW approval. This task includes one round of internal revisions. The deliverable for this task includes a draft (one copy of each application) and final (one copy of each application) to the City for file. One copy of each application will also be formally submitted in a three-ring binder to the regulatory agencies.

In addition, Michael Baker will prepare two Biological Assessments. One Biological Assessment will evaluate effects of the project on California red-legged frog and will be used to facilitate the ESA Section 7 consultation with the USFWS. The other Biological Assessment will evaluate effects of the project on steelhead-central California coastal ESU and will be used to facilitate the ESA Section 7 consultation with the NOAA Fisheries. Other species may be added to the Biological Assessments at the USACE's recommendation.

Michael Baker shall provide regulatory services for the processing of the regulatory applications through the USACE, Regional Board, CDFW, USFWS, and NOAA Fisheries. The processing shall include required correspondence or telephone calls with the reviewing staff related to the permit or points of clarification and coordination, if necessary. This task excludes Endangered Species Act Section 7 consultation with the USFWS.

As appropriate, Michael Baker will prepare applications for a County grading permit and National Pollution Discharge Elimination System construction permit.

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



Task 19 Environmental Compliance and EIR Addendum

As design is refined, Michael Baker will continually validate that design standards are within the analyses of the EIR for the Upper York Creek Ecosystem Restoration Project (State Clearinghouse No. 2006092096). Michael Baker will inform the City's engineer of any instance where variation may result in consequent CEQA actions. Michael Baker will prepare an EIR Addendum at final design if necessary, to provide environmental clearance necessary for design changes.

Project Management and Coordination

Task 1 Project Management and Coordination

Michael Baker will manage project duties for the full project in order to ensure a cost-efficient, quality process. As the prime contractor, our staff will provide a suite of disciplines to effectively coordinate and communicate leading to design approval. This task includes overall project management, project schedule and maintenance, liaison with affected agencies, meeting leadership, progress monitoring, and maintenance of project files. Michael Baker will supervise, coordinate, monitor, and review design for conformance with agency standards, policies, and procedures.

As a part of this task, Michael Baker shall coordinate and attend project meetings with the City, other agency stakeholders, and the landowners as necessary for the successful completion and approval of the project. For the purposes of this scope and fee, four meetings with the City and stakeholder are budgeted.

Deliverables: Meeting attendance, agendas, and minutes; project schedules



Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project

Project Schedule

The project schedule can be found on the following page.

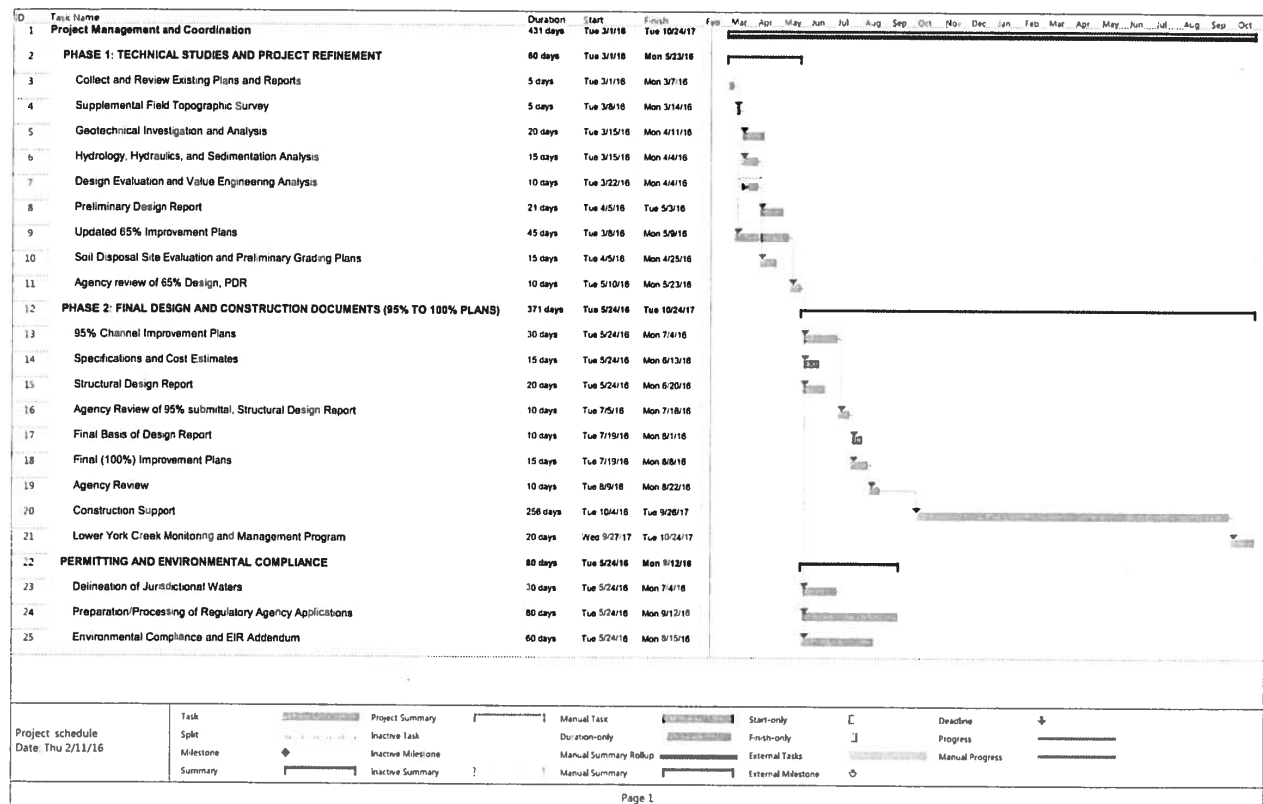


EXHIBIT B, "COMPENSATION"

Professional Fees Estimation

City of St. Thomas

Project Name: Upper York Creek Scenic Preservation Partnership Project
 Date: 10/10/00
 Estimate No.: 0110390
 Estimate Date: 10/10/00

Lawrence David Revell

2016 Sales Summary			
Item	Quantity	Unit Price	Total
1. John McCarley			
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[illegible]

STH CONTRACT: 2017-057

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL
FOR CIVIL ENGINEERING SERVICES FOR UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT
AS PART OF CAPITAL IMPROVEMENT PROJECT W-26**

This First Amendment to Agreement for Professional services is made effective on May 23, 2017 by and between the City of St. Helena, a municipal corporation ("City"), and Michael Baker International ("Consultant").

RECITALS

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated April 26, 2016, and approved by Resolution No. 2016-51, dated April 26, 2016, the City entered into a Professional Services Agreement with Consultant for \$461,813 ("Agreement") regarding the City's Upper York Creek Ecosystem Restoration Project ("Project"). The Project is part of the City's Capital Improvement Project W-26; and
- B. Additional work has been identified and required by the National Marine Fisheries Service ("NMFS"), San Francisco Bay Regional Water Quality Control Board ("SFBRWQCB"), and Stillwater Sciences; and
- C. The Agreement's current Scope of Services does not include the funds or additional work that has been identified by the NMFS, SFBRWQCB, and Stillwater Sciences; and
- D. City and Consultant now desire to amend the Agreement to include, as Part of Capital Improvement Project W-26, the Upper York Creek Ecosystem Restoration Project, the additional scope required by the NMFS, SFBRWQCB, and Stillwater Sciences; and
- E. City and Consultant now desire to amend the Agreement to include, as Part of Capital Improvement Project W-26, the Upper York Creek Ecosystem Restoration Project, the reduction in scope as outlined by Consultant; and
- F. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

TERMS

- A. Parties agree to amend the Agreement to provide additional services, as outlined in the attachments to City of St. Helena Resolution No. 2017-65 (Exhibit A), Tasks 1, 4, 5, 7, and 18, as well as a reduction in the Scope of Services to Tasks 10, 11, 14, and 15.
- B. Section 4.A of the Agreement is amended to read as follows: "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 \$606,370.80, unless prior additional compensation is approved in writing in accordance with Section 2."
- C. The Agreement, as modified by this First Amendment, constitutes the entire agreement between City and Consultant. Except as expressly set forth in this First Amendment, the Agreement has not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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:

Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

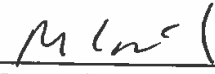
Signatures of Authorized Persons:

By: 

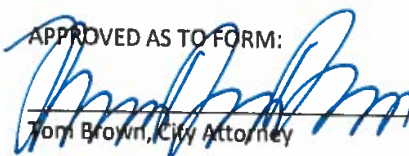
Print Name: Kevin Gustorf

Title: Vice President

CITY OF ST. HELENA
a Municipal Corporation

By: 
Mark Prestwich, City Manager

APPROVED AS TO FORM:


Tom Brown, City Attorney

ATTEST:


City Clerk

Kamille Garcia Deputy Clerk for
Cindy Black

Attachments:

- Exhibit A – Resolution No. 2017-65
- Exhibit B – Resolution No 2016-51

CITY OF ST. HELENA

RESOLUTION No. 2017-65

**Resolution Authorizing an Amendment to the Scope of
Work and an Increased Not to Exceed Cost of
\$606,370.80 for Michael Baker International for the
Upper York Creek Dam Removal Project, W-26**

RECITALS

- A. The City of St. Helena previously entered into a Professional Services Agreement with Michael Baker International in an amount not to exceed \$461,813 for design and engineering services for the Upper York Creek Dam Removal Project; and
- B. Following the recommendations of regulatory agencies to alter the project elements, additional work scope is needed for hydrology, hydraulics, and sediment flow among other project tasks; and
- C. The City's Cultural Resources Report for the project will expire this summer, requiring an updated report for the Army Corps of Engineers; and
- D. The City has committed to the removal of the Upper York Creek Dam via Resolution 2017-50; and
- E. The cost of the additional work, which Michael Baker International has the necessary expertise, experience and qualifications to complete the revised tasks, is \$144,557.80.

RESOLUTION

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

- 1. Approves the contract increase for Michael Baker International for the Upper York Creek Dam Removal Project, for a not to exceed amount of \$606,370.80.

Approved at a Regular Meeting of the St. Helena City Council on May 23, 2017, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Ellsworth:	Yes

APPROVED:


Alan Galbraith, Mayor

ATTEST:


Cindy Black, City Clerk



Michael Baker
INTERNATIONAL

We Make a Difference

April 25, 2017

JN-153371

Erica Athmann Smithies, PE
Acting Public Works Director/City Engineer
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Subject: Upper York Creek Ecosystem Restoration Project Additional Scope and Fee

Dear Erica:

During a Project meeting with various regulatory agencies at the City of St. Helena on March 23, 2017, National Marine Fisheries Service (NMFS) staff suggested a change to the Upper York Creek Restoration Project to a natural dam removal concept, allowing for sediment to mobilize naturally over time rather than excavating a portion of the sediment and providing for stream restoration. Subsequent discussions with NMFS and the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) were held on April 5th and April 20th, 2017 discussing the impacts to permit applications, CEQA, and plans based on this proposed change. Per discussions via phone conversation and email on April 17th and April 20th, 2017, NMFS recommended Michael Baker contact Yantao Cui with Stillwater Sciences to develop a sediment transport model to evaluate the effects of the Project on native fish populations and to determine the data requirements to develop the model.

Based on these discussions, Michael Baker International (MBI) has developed this request describing additional scope of work and fees. A description of the additional services within each Task in the original scope of work is as follows:

Task 1 Project Management and Coordination

Per recommendation by RWQCB Staff at the conference call meeting on April 5, 2017, a monthly meeting with regulatory agencies was suggested. Michael Baker will provide a conference call number, meeting agendas, and meeting notes for each monthly meeting. It is assumed eight (8) project meetings will be required. The additional fee for these services is \$17,200.

Task 4 Geotechnical Investigation and Analysis

On April 18th, 2017 MBI discussed data requirements for York Creek for the sediment transport model described under Task 5 below. Per this discussion, MBI will install gravel buckets within York Creek to determine the ambient concentration of fine sediments within York Creek, and three soil sampling locations will be required with samples taken every few feet of depth. MBI contacted the geotechnical subconsultant WRECO to provide data collection for the three sampling locations and sieve analysis for the sediment samples and gravel buckets. This proposal is attached. The additional fees for these services is \$11,610.

Task 5 Hydrology, Hydraulics, and Sedimentation Analysis

Per discussion with Yantao Cui (Stillwater) on April 20th, 2017, Stillwater Sciences prepared prepare a scope of work to evaluate the potential impact to fisheries resources due to suspended sediment concentration in York Creek for a scenario that would leave the majority of the reservoir deposit in place for natural transport. This proposal is attached.

MTAKERINTL.COM

2729 Prospect Park Drive, Suite 220 | Rancho Cordova, CA 95670
Office: 916.928.1113 | Fax: 916.361.1574

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Per discussion with NMFS on April 20, 2017, additional analysis of flood hazards for the lower reaches of York Creek due to the proposed project will be required, due to the potential for increased coarse sediment in the lower reaches of York Creek. MBI will provide an existing and proposed conditions HEC-RAS analysis based on an updated survey of York Creek from the Project site to Napa River, and based on the results of the sediment transport analysis as determined By Stillwater. MBI will prepare a technical memo with results of the analysis and proposed mitigation measures. The additional fees for these services is \$17,600. .

Task 7 Preliminary Design Report

MBI will provide additional services to evaluate the sediment capacity of York Creek from downstream of the Project site to Approximately 1.5 miles downstream of the Project Site. MBI will also provide additional services to design sediment traps using natural wood structures, per discussions with NMFS. The additional fees for these services is \$5,080.

Task 18 Preparation/Processing of Regulatory Agency Applications

On February 27, 2017 MBI provided an additional scope request to prepare required documentation to facilitate processing of permit applications. After reviewing all of the previous reports, the Corps concurred with our approach to prepare a cultural resources identification report (Task 1), Finding of Adverse Effect document (Task 2) and Memorandum of Agreement (Task 3) recommending Historic American Engineering Record (HAER) heritage documentation (Optional Task 1). Tasks 1-3 need to be prepared to complete the 404/1 permit, these tasks total \$41,450.

Scope Reductions/Cost to Complete

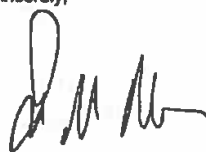
Based on discussions with NMFS and RWQCB, Michael Baker has identified several areas within our current scope of work where the scope and fee may be reduced. For Tasks 10, 11, 14, and 15, the scope may be reduced because the restoration efforts will be reduced from a full restoration to a stable, low flow channel. Table 1 presents a summary of additional costs and scope reductions for the Project.

Summary

Based on the Additional Services determined for tasks 1, 4, 5, 7, and 18; and scope and fee reductions for Tasks 10, 11, 14, and 15, the total additional fees required for the Project are \$144,587 as presented in Table 1.

If you have any questions or if you need additional information, please contact me directly at (916) 231-3355, or via david.mueller@mbakerintl.com.

Sincerely,



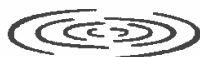
David Mueller
Project Manager

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Table 1. Scope and Fee Impacts

Task	Item	Scope (sq/ft)	Percent Complete	Amount Budgeted (\$)	Amount Remaining (\$)	Point to reestimate (current month)	Point to complete (calendar month)	Total cost to date (\$)
1	Task 1: Project Management and Coordination	Additional Scope	45%	\$0.400	\$0.188,75	20,791.75	17,300.00	\$1,791.75
2	Task 2: Collect and Review Existing Plans and Reports	No Impact	100%	\$2.000	\$0.000	18,750.00	18,750.00	\$0.00
3	Task 3: Implement Initial Field Sampling Strategy	No Impact	100%	\$1.000	\$0.000	18,750.00	18,750.00	\$0.00
4	Task 4: Complete Preliminary Investigations and Analysis	Additional Scope	50%	\$1.000	\$0.500,00	18,750.00	18,750.00	\$0.500,00
5	Task 5: Develop Initial Mitigation and Sedimentation Analysis	Additional Scope	80%	\$1.000	\$0.200,00	18,750.00	18,750.00	\$0.200,00
6	Task 6: Develop Preliminary and Value Engineering Analysis	No Impact	100%	\$0.500	\$0.000,00	18,750.00	18,750.00	\$0.00
7	Task 7: Preliminary Design Report	Additional Scope	100%	\$1.000	\$0.000,00	18,750.00	18,750.00	\$0.00
8	Task 8: Conduct 65% Engineering Plans	No Impact	100%	\$0.500	\$0.000,00	18,750.00	18,750.00	\$0.00
9	Task 9: Land Disposal Site Evaluation and Preliminary Grading Plans	Additional Scope	50%	\$0.500	\$0.250,00	18,750.00	18,750.00	\$0.250,00
10	Task 10: Final Channel Improvements Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
11	Task 11: Specifications and Cost Estimates	Additional Scope	100%	\$0.500	\$0.000,00	18,750.00	18,750.00	\$0.00
12	Task 12: Structure Design Report	No Impact	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
13	Task 13: Final Plans and Grading Report	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
14	Task 14: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
15	Task 15: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
16	Task 16: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
17	Task 17: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
18	Task 18: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
19	Task 19: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
20	Task 20: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
21	Task 21: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
22	Task 22: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
23	Task 23: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
24	Task 24: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
25	Task 25: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
26	Task 26: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
27	Task 27: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
28	Task 28: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
29	Task 29: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
30	Task 30: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
31	Task 31: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
32	Task 32: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
33	Task 33: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
34	Task 34: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
35	Task 35: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
36	Task 36: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
37	Task 37: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
38	Task 38: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
39	Task 39: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
40	Task 40: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
41	Task 41: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
42	Task 42: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
43	Task 43: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
44	Task 44: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
45	Task 45: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
46	Task 46: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
47	Task 47: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
48	Task 48: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
49	Task 49: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
50	Task 50: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
51	Task 51: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
52	Task 52: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
53	Task 53: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
54	Task 54: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
55	Task 55: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
56	Task 56: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
57	Task 57: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
58	Task 58: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
59	Task 59: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
60	Task 60: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
61	Task 61: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
62	Task 62: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
63	Task 63: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
64	Task 64: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
65	Task 65: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
66	Task 66: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
67	Task 67: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
68	Task 68: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
69	Task 69: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
70	Task 70: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
71	Task 71: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
72	Task 72: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
73	Task 73: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
74	Task 74: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
75	Task 75: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
76	Task 76: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
77	Task 77: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
78	Task 78: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
79	Task 79: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
80	Task 80: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
81	Task 81: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
82	Task 82: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
83	Task 83: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
84	Task 84: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
85	Task 85: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
86	Task 86: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
87	Task 87: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
88	Task 88: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
89	Task 89: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
90	Task 90: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
91	Task 91: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
92	Task 92: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
93	Task 93: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
94	Task 94: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
95	Task 95: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
96	Task 96: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
97	Task 97: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
98	Task 98: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
99	Task 99: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
100	Task 100: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
101	Task 101: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
102	Task 102: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
103	Task 103: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
104	Task 104: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
105	Task 105: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
106	Task 106: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
107	Task 107: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
108	Task 108: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
109	Task 109: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
110	Task 110: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
111	Task 111: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
112	Task 112: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
113	Task 113: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
114	Task 114: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
115	Task 115: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
116	Task 116: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
117	Task 117: Obtain 65% Engineering Plans	Additional Scope	0%	\$0.500	\$0.500,00	18,750.00	18,750.00	\$0.500,00
118	Task 118: Obtain 65% Engineering Plans							

Field	Field Name	Description	Sub	Sub Desc	Sub Desc	Sub Desc	Sub Desc	Total Cost
Cost	Cost	Additional Accounting (Maximum 8)						
Jan 1	Jan 1	Additional Accounting and Analysis	WALCO	7355				\$ 12,500.00
Jan 4	Jan 4	Analysis of Potential Impacts to Fishery Management York Creek						\$ 3,520.00
Jan 5	Jan 5	Re-survey	WALCO	7355				\$ 3,520.00
Jan 6	Jan 6	Final Natural Modeling and Mapping	WALCO	7355				\$ 108,662.30
Jan 7	Jan 7	Final Natural Modeling and Mapping	WALCO	7355				\$ 17,596.00
Jan 8	Jan 8	Final Natural Modeling and Mapping	WALCO	7355				\$ 5,000.00



Stillwater Sciences

 2855 Telegraph Ave, Suite 400, Berkeley, CA 94705
 phone 510.848.8098 fax 510.848.8398

SCOPE OF WORK (draft)

Analysis of Potential Impacts to Fisheries Resources upon York Creek Dam Breaching

DATE: Saturday, May 13, 2017

TO: Michael Baker International

FROM: Stillwater Sciences

1 BACKGROUND

Michael Baker International is supporting the City of St. Helena in developing alternatives for the removal of York Creek Dam. In April 2017, Stillwater Sciences was approached by Mr. David Mueller of Michael Baker International to prepare a scope of work to evaluate the potential impact to fisheries resources due to the increased suspended sediment concentration in York Creek upon dam breaching for a scenario that would leave the majority of the reservoir deposit in place for natural transport. We provide below a brief description of our proposed approach, the tasks involved for the analysis, estimated budget, proposed deliverables, project schedule, as well as assumptions we used to reach the budget and project schedule.

2 PROPOSED APPROACH

Our proposed approach will entail numerical sediment transport modeling, followed by an analysis of the impact of predicted suspended sediment concentrations on key fish species by life history stage. Numerical models to simulate the potential suspended sediment concentration following the breaching of the dam will be carried out using the DREAM-2 model (Cui et al. 2006a,b) that would simulate the sediment transport dynamics for both the coarse (gravel and coarser) and fine (sand and finer) sediments. If, however, the reservoir deposit is composed primarily of fine sediment, a DREAM-1 model will also be set up for the simulation of suspended sediment concentration during and after dam removal. Details of DREAM-1 and DREAM-2 models and sensitivity tests to the models can be found in Cui et al. (2006a,b). Whether DREAM-1 model will be needed in addition to DREAM-2 model simulation will be determined following a field inspection of the project area, and upon receipt of grain size distribution data of the reservoir deposit. Following sediment transport modeling, the predicted suspended sediment concentrations during different times of the year will be used to evaluate the potential impacts to key fish species at various life history stages based on the methods described in Newcomb and Jansen (1996). We have successfully used similar approaches to evaluate the impact of dam removal on fisheries resources elsewhere (e.g., Marmot Dam removal on the Sandy River, Oregon, the proposed removal of the four upper Klamath River dams in California and Oregon), and the proposed removal of Matilija Dam in Matilija Creek, California (Appendix A).

3 TASKS

Task 1. Information Review and Data Collection

Stillwater will review existing information relevant to the study and conduct a one-day field survey to support sediment transport modeling and fisheries impact evaluation. The field survey will allow us to identify and map some of the key geomorphic features within the reach downstream of the dam that are needed for modeling, such as bedrock outcrops, and evaluate and map existing habitat conditions that are necessary for fisheries impact analyses.

Task 2. Hydrologic Analysis

Stillwater will review the discharge record collected by the Napa County Resource Conservation District (NCRCD) at Highway 29, and if necessary, will expand the record to a longer duration in reference to daily discharge records from a gaged, neighboring watershed. The goal of the hydrologic analysis is to select three typical water years: a dry year, an average year, and a wet year. The recorded or generated daily discharge record from the selected three typical years will be used as input for the sediment transport model (Task 3) and fisheries impact analysis (Task 4).

Task 3. Sediment Transport Modeling

One or both of the DREAM models (DREAM-2, and potentially DREAM-2 and DREAM-1) (Cui et al. 2006) will be used to simulate sediment transport dynamics following dam notching under three typical hydrologic years selected in Task 2. The two models have identical core components, but with different sediment transport formulae that are suitable for different types of reservoir sediment deposits. DREAM-2 simulates the transport of both coarse and fine sediment transport dynamics, but DREAM-1 provides more reliable simulation of fine sediment transport and suspended sediment concentration in case the reservoir deposit is primarily fine sediment.

A list of previous projects that applied DREAM models or their sister models (i.e., models with identical core components, except for the sediment transport equations used for calculating sediment transport capacity) can be found in Appendix A.

The extent of the reach to be modeled is assumed to include the reservoir and extend all the way down to Napa River confluence.

Task 4. Fisheries Impact Evaluation

Stillwater will evaluate and summarize potential effects to Central California Coast (CCC) steelhead and their habitats, as a result of suspended sediment released in association with the removal of York Creek Dam.

Stillwater Sciences will evaluate the effect of increases in suspended load and bedload associated with dam removal that would result in sediment being transported past York Creek Dam on all steelhead life stages. This will include effects on juvenile and adult migration; spawning substrate, redds, and alevins; and rearing substrate and habitat. The effect of increased sediment transport on the overall steelhead population will also be evaluated, to the extent possible based on available data.

*Scope of Work**York Creek Dam Breaching*

The analysis will focus on the response of steelhead and their habitat to increases in sediment in Lower York Creek downstream of Upper York Creek Dam. The quality and extent of spawning and rearing habitat will also be influenced by increased sediment deposition, with effects that vary with distance from the dam, as well as reach-specific channel gradient, confinement, etc.

Based on the steelhead population data available from the National Marine Fisheries Service' steelhead recovery plan, steelhead analysis from the City of St. Helena, California Fish and Wildlife habitat and fish surveys, and other readily available sources, the effects analysis will consider the proportion of the steelhead cohort (of each life stage) predicted to be in the response reaches during suspended sediment events during and following dam removal, considering both spatial distribution (proportion of the life stage expected to be in the creek compared to the Napa River, and proximity to York Creek Dam) and life-history timing (proportion of the population expected to be present during the period of effect). In our analysis of increased sediment transport in other rivers (e.g., Sandy, Klamath, and Matilija rivers), we found that describing which life stages of steelhead will occur in the response reach during key periods of expected increases in sediment is critical to understanding, and not exaggerating potential effects.

For the proportion of each life stage anticipated to be exposed to increased sediment, the predictions of the order of magnitude changes in Total Suspended Sediment (TSS) relative to an unimpaired condition from the sediment transport analysis (Task 3), will be integrated with an evaluation of the impacts of varying TSS concentrations and durations on each steelhead life stage. As we did in the Klamath Dam Removal EIR and the Matilija Dam analysis, this evaluation will rely on the synthesis of the effects of high TSS on salmonids by Newcombe and Jensen (1996) (since York Creek-specific thresholds are not available) (Table 1). An example of the analysis for the Klamath River dam removal is provided in Figure 1. This method will be used to estimate the relative magnitude of severity of ill effects on specific life stages (juvenile and adult migration, spawning and rearing, and alevins) of steelhead within the response reach. Dam removal will be assessed based on the season of sediment release, along with the severity, frequency, and persistence of the effects.

Using this analytical approach, we will estimate the proportion of juvenile steelhead that are expected to rear within the affected reach, and thus will suffer some level of direct mortality, or sublethal effects, and the proportion in the mainstem Napa River, which we assume would avoid effects entirely. The same analysis will be conducted for each life stage, and for each scenario. The population level consequences of each scenario will then be assessed, based on the loss of the estimated proportion of redds, alevins, juveniles, and adults from each cohort anticipated to be present during each year of potential increased sediment.

In addition to assessing the potential effects of suspended sediment on steelhead, we will also assess the effects of increased sediment transport on habitat for steelhead, including juvenile rearing habitat and spawning habitat. Results of sediment transport analysis (Task 3) will be used to predict the effect of each alternative (and scenarios of each alternative) on the channel profile within the response reach and over time. These results will be used to assess the degree to which sediment deposition reduces pool volume, increases available spawning habitat, and increases floodplain habitat access from increased bed elevation. Predictions of bedload substrate size composition (Task 3) will also be assessed to predict how changes in substrate facies affect spawning habitat. The predicted effects on steelhead habitat will be compared with the spatial distribution of steelhead spawning and rearing in the watershed to evaluate the likely population level effects of the various alternatives.

Table 1. Severity of effects from suspended sediment, Newcombe and Jensen (1996)

Severity	Category of effect	Description
0	Null effect	•No behavioral effects
1	Behavioral effects	•Alarm reaction
2		•Abandonment of cover
3		•Avoidance response
4	Sublethal effects	•Short-term reduction in feeding rates •Short-term reduction in feeding success
5		Minor physiological stress •Increase in rate of coughing •Increased respiration rate
6		•Moderate physiological stress
7		•Moderate habitat degradation •Impaired homing
8		Indications of major physiological stress •Long term reduction in feeding rate •Long term reduction in feeding success •Poor condition
9	Lethal effects	Reduced growth rate: •Delayed hatching •Reduced fish density
10		•0–20% mortality •Increased predation of effected fish
11		•>20–40% mortality
12		•>40–60% mortality
13		•>60–80% mortality
14		•>80–100% mortality

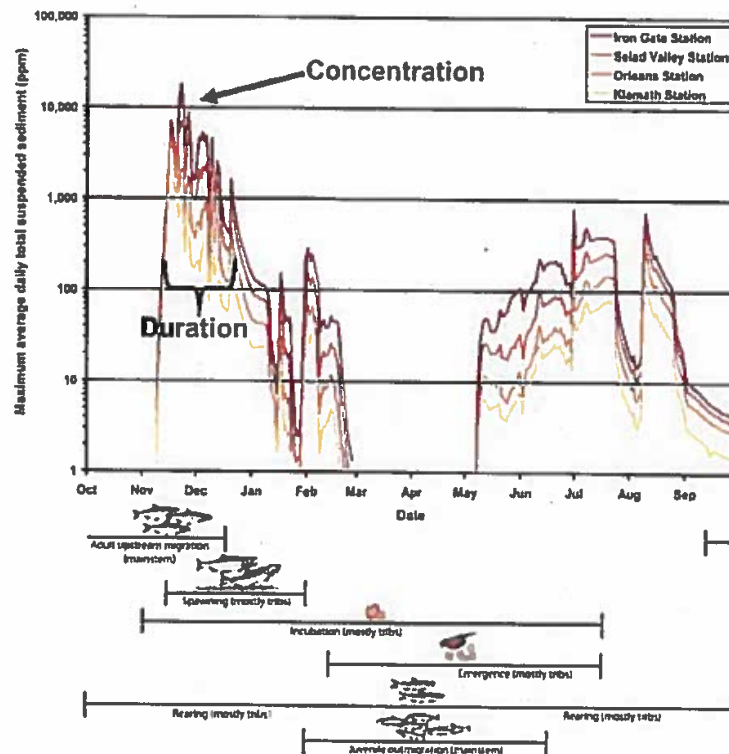


Figure 1. An example of evaluation of suspended sediment impacts in Klamath River

Task 5. Preparation of Technical Memorandum

A draft technical memorandum summarizing the existing information review, site visit, hydrologic analysis, sediment transport modelling results, and impacts to fisheries will be prepared for review by Michael Baker International. One set of track-changed comments will be addressed and a final technical memorandum will be submitted. .

Task 6. Project Management and Coordination

This task covers the coordination with Michael Baker International and other relevant parties as well as other general project management needs. Stillwater will attend up to one in-person meeting with stakeholders and coordinate as needed via phone conference under this task.

4 DELIVERABLES, SCHEDULE, AND BUDGET

4.1 Estimated Budget

Our estimated budget under the assumptions discussed below (Section 4.3) is provided in Table 2 below.

Table 2. Budget for Tasks 1-6 and expenses.

BUDGET	Task 1 2017	Task 2 2017	Task 3 2017	Task 4 2017	Task 5 2017	Task 6 2017	Total
TOTAL COST	\$7,428	\$4,511	\$41,479	\$29,787	\$11,130	\$2,119	\$95,323
TOTAL EXPENSES:	\$770						\$770
PROJECT COST:	\$8,198	\$4,511	\$41,479	\$29,787	\$11,130	\$2,119	\$96,093

4.2 Deliverables, Schedule

The deliverables include

- A draft technical memorandum for review, delivered on or before Monday, July 31, 2017;
- A finalized technical memorandum, detailing the findings of the study, delivered within two weeks upon receipt of all review comments; and

4.3 Assumptions

We have made the following assumptions in order to meet the above budget and schedule:

- a. A contract or instruction to start to work is received on or before April 26, 2017;
- b. Michael Baker International finishes sample collection and analysis of the reservoir deposit, and provides us with the results no later than the first week of May.
- c. We have received the existing HEC-RAS model, which we will review. We have assumed that the cross-sections in the HEC-RAS model covers the reach that we intend to set up the sediment transport model.
- d. Dr. Yantao Cui and Mr. Ethan Bell will attend one meeting as described in Task 6 in St. Helena or a nearby location to discuss or present the findings of the study.

5 REFERENCES CITED

Cui, Y., Parker, G., Braudrick, C., Dietrich, W.E., and Cluer, B. 2006a. Dam Removal Express Assessment Models (DREAM). Part 1: Model development and validation. *Journal of Hydraulic Research*, 44(3), 291-307.

Cui, Y., Braudrick, C., Dietrich, W.E., Cluer, B., and Parker, G. 2006b. Dam Removal Express Assessment Models (DREAM). Part 2: Sensitivity tests/sample runs. *Journal of Hydraulic Research*, 44(3), 308-323.

Newcombe, C. P., and J. O. T. Jensen. 1996. Channel suspended sediment and fisheries: a synthesis for quantitative assessment of risk and impact. *North American Journal of Fisheries Management* 16: 693-727.

APPENDIX A: LIST OF PREVIOUS PROJECTS WHERE SIMILAR SEDIMENT TRANSPORT MODELING AND/OR FISHERIES IMPACT ANALYSIS WERE CONDUCTED

Below we provide a list of previous application of DREAM models (including variations that used the core of the DREAM models) and associated fisheries impact analyses.

Project	Location	Sediment transport modeling	Fisheries Impact Analysis	Amount of Sediment in Question
Marmot Dam Removal	Oregon	Yes	Yes	1 million CY
Soda Springs Dam Removal	Oregon	Yes	Yes	1 million CY
OTML Mining Disposal	Papua New Guinea	Yes	No	2 billion tonnes
Matilija Dam Removal	California	Yes	Yes	7 million CY
Simkins Dam Removal	Maryland	Yes	No	< 0.1 million CY
Bloede Dam Removal	Maryland	Yes	No	~ 0.25 million CY
Saeltzer Dam Removal	California	Yes	No	Small
Harvey Diversion Structure	California	Yes	No	Small
Freeman Dam Modification	California	Yes	No	Small
Englebright Dam Modification	California	Yes	No	26 million tonnes
Daguerre Dam Removal	California	Yes	No	2.4-4.6 million CY
Dam Removal on the Klamath River	California and Oregon	Yes	Yes	> 10 million CY
Alameda Creek Fish Barrier Removal	California	Yes	No	Small
Alameda Creek Diversion Dam Modification	California	Yes	No	Small

APPENDIX B: KEY PERSONNEL AND RESUMES

Key personnel for this study include Dr. Yantao Cui and Mr. Ethan Bell.

Dr. Cui specializes in hydraulic and hydrologic analyses, sediment transport modeling, and geomorphic assessment. Over the years, Yantao has worked on some of the world's largest river projects, including research on the construction of the Three Gorges Dam in China (the largest dam in the world); sediment transport modeling and sediment related assessments in Ok Tedi and Fly River system, Papua New Guinea (one of the largest human-induced sediment release to rivers); and sediment transport modeling and geomorphic assessment upon the removal of Marmot Dam, Sandy River, Oregon (the largest sediment release caused by dam removal at the time the dam was removed). Dr. Cui is the author and coauthor of approximately 30 peer-reviewed journal articles and book chapters, and is the author of several sediment transport models, including those published in peer-reviewed journals (i.e., DREAM-1, DREAM-2 and TUGS). Dr. Cui will serve as Stillwater project manager for this project.

Mr. Bell has nearly 20 years of experience conducting steelhead fisheries research and projects in California and is Stillwater's Central Coast Region Lead, based out of the Morro Bay office. He has provided technical expertise on a wide variety of interdisciplinary projects, including instream flow analysis, endangered species consultation, large-scale watershed assessments, fish passage analysis, and restoration design. Mr. Bell is also instrumental in coordinating and managing field studies, analyzing collected field data, as well as researching and writing reports and proposals. Expertise with field techniques includes electrofishing, PIT tagging, PIT tag antenna monitoring, rotary screw trap monitoring, snorkel diving, and beach seining. Brief resumes for Dr. Cui and Mr. Bell are provided below.



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

April 18, 2017

David Mueller
Michael Baker International
2729 Prospect Park Dr., Suite 220
Rancho Cordova, CA 95670

Project: Upper York Creek Ecosystem Restoration
Subject: Request for Additional Budget for Limited Sediment Study

Dear Mr. Mueller,

WRECO is submitting an additional budget request for the above referenced project. This request is to perform a limited sediment study of the channel bedload upstream of the existing dam.

WRECO Detailed Scope of Work

The limited sediment study will include three hand auger or hand-excavated pits to collect bulk samples of bedload materials and retrieval of up to 10 gravel sedimentation monitoring beds and laboratory testing. The three hand augers and/or hand-excavated pits will be on the order of 5 ft depth or to refusal at locations indicated by Michael Baker International. The 10 gravel sedimentation monitoring beds are understood to be placed by Michael Baker International, and WRECO will only retrieve the beds after the monitoring period. Laboratory testing will include gradation and plasticity index testing on the sediment samples, and ten limited gradations to determine by weight the amount of sediment in the gravel bed samples. Recommendations are not part of this scope of service.

The results of study will be summarized in a memo and will include the following:

- A Project summary and description of the geotechnical work performed.
- A summary of the identified soil and rock conditions observed at the Project site, summary of the laboratory testing results, and Test Boring Logs.

Attached, please find our work-hour and fee estimate (time and material and not to exceed).

Please call David Kitzmann, our Project Manager, at (916) 757-6150 or me at (925) 941-0017 extension 201 if you have any questions.

Sincerely,
WRECO

Han-Bin Liang, Ph.D., P.E.
President

| Civil Engineering | Environmental Compliance | Geotechnical Engineering | Water Resources |



WRECO

1243 Alpine Road, Suite 108
Walnut Creek, CA 94596

Upper York Creek Ecosystem Restoration Project, CIP W-26**City of St. Helena****Additional Work For Sediment Study****Work-Hour and Fee Estimate for WRECO Tasks**

Prepared by WRECO

April 18, 2017

Man-Hours

Task	Task Description	Senior Geologist	Staff Geologist	Clerical/Tech Editor
1	Field Investigation and Laboratory Testing	2	20	
2	Sediment Study Summary Memo	6	6	2
	Subtotal	8	26	2

Fee**Direct Cost**

	Hours	Hourly Rate	Fee
Senior Geologist	8	\$ 160.00	\$ 1,280.00
Staff Geologist	26	\$ 75.00	\$ 1,950.00
Clerical/Tech Editor	2	\$ 80.00	\$ 160.00
Subtotal Direct Labor	36		\$ 3,390.00

Expenses

Travel & Per Diem		\$ 175.00
Office Misc. & Reproductions		\$ 60.00
Laboratory Testing		\$ 3,730.00
Subtotal		\$ 3,965.00

Total Cost**\$ 7,355.00**

CONFIDENTIAL

Fee WRECO_Upper York Creek_Additional Work Request 041817

Michael Baker will conduct cultural resources studies that are needed for the Applicant and the Army Corps of Engineers to address requirements of Section 106 of the National Historic Preservation Act, NEPA, and CEQA. Per email correspondence with the Army Corps in November 2016, the three tasks and one optional task presented below will complete cultural resources technical studies and mitigation measures for the project.

This scope assumes that the Tasks 1-3 will be produced concurrently and the Area of Potential Effects (APE) contains one cultural resource known as Upper York Creek Dam (aka Saint Helena Upper Reservoir, or Upper Dam) that is eligible for listing in the National Register of Historic Places.

TASK 1 – CULTURAL RESOURCES IDENTIFICATION REPORT

Michael Baker will conduct the following tasks to identify cultural resources in the project's study area. A records search at the Northwest Information Center (NWIC) and field survey have already been completed by Michael Baker staff.

Research and Field Investigation

- A review of cultural resource inventories will be completed to identify cultural resources that may be listed within or adjacent to the study area. If available, appropriate City and County listings will be reviewed.
- Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives, will also be performed. The background research will identify previously recorded or otherwise known cultural resources in or adjacent to the APE.
- Assist the Army Corps with meeting Native American consultation requirements pursuant to Section 106 of the National Historic Preservation Act. Michael Baker will contact the Native American Heritage Commission in Sacramento for a review of the Sacred Lands File to determine if the APE contains any known sacred lands, and a list of Native American contacts who may have concerns about the project within the APE. On behalf of the Army Corps, invitations to begin Section 106 consultation letters will be sent to Native American contacts and follow-up calls will be made. If meetings or additional consultations are required, a budget augment will be prepared.
- Contact the St. Helena Historical Society for any information or concerns they may have about the project within the APE.

Documentation

- Prepare a study area map per Army Corps standards. The study area map is prepared ahead of the APE map and is utilized as an in-progress APE map.
- Prepare a Cultural Resources Identification Report.
- Prepare an APE map per Army Corps standards.

Assumptions

This scope assumes that there are no built environment or archaeological resources within the APE that require evaluation for inclusion in either the California Register of Historical Resources or National Register of Historic Places.

If the Cultural Resources Identification report is not submitted to the Army Corps before 10/10/2017, a new NWIC records search will be required.

Schedule

Task	Timeline to complete from NTP
Identification Report prepared for Army Corps review (Submitted concurrently with MOA and FOAE)	8 weeks
Army Corps Review	12 weeks
Michael Baker Response to Comments and preparation for final submittal	16 weeks

Cost

\$12,700

TASK 2 – CULTURAL RESOURCES FINDING OF ADVERSE EFFECT

Michael Baker will conduct the following tasks to analyze effects to the Upper York Creek Dam within the APE.

Analysis

- Apply the criteria of adverse effect to all alternatives that were considered but rejected in the environmental document.
- Provide mitigation measures, which are expanded upon in the Memorandum of Agreement.

Documentation

- Prepare a Finding of Adverse Effect (FOAE) document per Army Corps standards.

Schedule

Task	Timeline to complete from NTP
FOAE prepared for Army Corps review (Submitted concurrently with Identification Report and MOA)	8 weeks
Army Corps Review	12 weeks
Michael Baker Response to Comments and preparation for final submittal	16 weeks

Cost

\$14,350

TASK 3 – MEMORANDUM OF AGREEMENT

Michael Baker will conduct the following tasks to prepare the agreement document for the Upper York Creek Dam mitigation measures.

Agreement Document

- One signatory meeting to present the MOA.

Documentation

- Prepare an MOA document per Army Corps standards, which documents mitigation measures that are listed in the FOAE.

Schedule

Task	Timeline to complete from NTP
MOA prepared for Army Corps review (Submitted concurrently with Identification Report and FOAE)	8 weeks
Army Corps Review	12 weeks
Michael Baker Response to Comments and preparation for final submittal	16 weeks

Cost

\$14,400

OPTIONAL TASK 1 – HISTORIC AMERICAN ENGINEER RECORD (HAER) HERITAGE DOCUMENTATION

Heritage Documentation Programs (HDP), part of the National Park Service (NPS), administers one of the Federal Government's oldest preservation program, the HAER (Historic American Engineering Record). Documentation produced through the program constitutes one of the nation's largest archives of historic engineering documentation. HAER documentation becomes part of the collection at the Library of Congress.

Michael Baker will complete the HAER documentation of the Upper York Creek Dam in compliance with the MOA and Section 106 of the NHPA. This scope and cost was developed with guidance from the 2015 NPS *Historic American Engineering Record Guideline for Historical Reports*; the 2015 NPS *Heritage Documentation Programs HABS/HAER/HALS Photography Guidelines*, as well as the 2015 NPS *Preparing HABS/HAER/HALS Documentation for Transmittal*.

To complete the HAER documentation, Michael Baker International will:

- Prepare the HAER in outline format. This format identifies the physical history, historic context, and structural/design information of the resource. This is the NPS preferred format.
- Complete ten (10), 4x5, large format, black and white photographs of the resource pursuant to NPS standards.
- Prepare HAER documentation for review by NPS and submittal to the Library of Congress
 - This requires archival quality paper, CDs, ink, printers, and photography materials.
- Consult with the Army Corps of Engineers
- Consult with National Park Service staff for review and submittal of the documentation.

Assumptions

This scope assumes:

- Three (3) copies of fifteen (15) 4x5 large format photographs and negatives. If additional negatives or photographs are required a budget augment will be required.

SCHEDULE

Task	Timeline to complete from NTP
HAER completed for NPS review	8 weeks
NPS review	12 weeks
Michael Baker Response to Comments and preparation for final submittal	16 weeks

COST

\$12,270

CITY OF ST. HELENA

RESOLUTION NO. 2016-51

**APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH MICHAEL BAKER
INTERNATIONAL IN THE AMOUNT OF \$461,813 FOR
ENGINEERING SERVICES FOR THE UPPER YORK
CREEK ECOSYSTEM RESTORATION PROJECT,
CAPITAL IMPROVEMENT PROJECT W-26**

RECITALS

- A. The City has been working for several years to remove the Upper York Creek Dam and restore the York Creek streambed; and
- B. City Staff conducted a competitive solicitation to attract highly qualified engineering consultants; and
- C. Of the two proposals reviewed, Michael Baker International was scored in the top two; and
- D. During the interview process Michael Baker International demonstrated the level of experience, competence, staffing, and other qualifications necessary for exceptional performance of the services required and described in the scope of work; and
- E. The project is funded under Capital Improvement Project W-26.

RESOLUTION

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

1. The City Manager is authorized to execute the Professional Services Agreement with Michael Baker International in the amount of \$461,813 for engineering service.

Approved at a Regular Meeting of the St. Helena City Council on April 26, 2016 by the following vote:

Mayor Galbraith:	<u>yes</u>
Vice Mayor White:	<u>yes</u>
Councilmember Crull:	<u>yes</u>
Councilmember Dohring:	<u>Absent</u>
Councilmember Pitts:	<u>yes</u>

APPROVED:


Alan Galbraith, Mayor



ATTEST:


Cindy Black, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 26, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Michael Baker International (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Civil Engineering Services for Upper York Creek Ecosystem Restoration Project**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which 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 \$461,813.00, 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

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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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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.

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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, 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. The workers compensation policy is to 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 effecting 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, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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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, 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:	Michael Baker International 2729 Prospect Park Drive, Suite 220 Rancho Cordova, CA 95670

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

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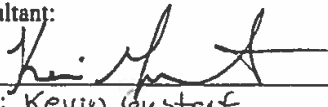
this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

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

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

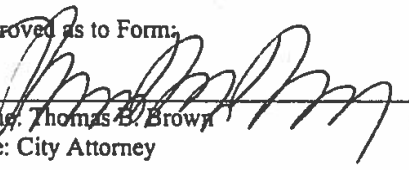
Consultant:

By: 
Name: Kevin Gustaf
Title: Vice President

City:

By: 
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



Work Plan / Scope of Work

Michael Baker has carefully reviewed the RFP and evaluated the available reports/studies on this project to provide the following scope of services for the final design and permitting of the Upper York Creek Ecosystem Restoration Project. The Michael Baker team has developed this recommended scope of work to address the key issues and challenges and implement a comprehensive technical work plan to complete the PS&E and obtain the necessary approvals for project construction.

Phase 1: Preliminary Studies and Project Refinement

Michael Baker will hold a kickoff meeting to commence the project with the City and project stakeholders. Michael Baker will prepare the meeting agenda and meeting minutes. The meeting will be used to initiate the project and discuss schedules, communications, expectations, critical issues, and design criteria.

Deliverables: Meeting agenda and meeting minutes

Michael Baker will obtain and review existing available technical studies from the City, County, USACE, FEMA, and other known sources related to the project improvements. The information collected will include hydrology and hydraulics studies and computer models, environmental documents, geotechnical studies, available geology and hydrogeology information, and future proposed development projects, as well as as-built plans and the City's GIS database for existing facilities along the project reach.

Deliverables: Summary of existing data pertaining to the project improvements

Michael Baker will compile supplemental topographic mapping by conventional field methods for final design purposes. Topography shall include locations and elevations of features not accurately defined by the existing project topographic mapping. The supplemental mapping shall include spot elevations, trees, top/line of slopes, surface utilities, existing structures, and areas of proposed construction footprints. This task is based on 40 hours of field survey.

Deliverables: Supplemental field topographic mapping



Civil Engineering Services for Upper York Creek Ecosystem Restoration Project

Michael Baker International has teamed with WRECO to perform the Geotechnical Investigation and Analysis for the Proposed Project.

Field Investigation and Laboratory Testing

WRECO proposes to perform a field investigation to better characterize the subsurface information at the Project site. The field investigation will consist of one soil boring using hollow-stem auger drilling techniques to a completion depth of up to 40 feet below existing grade for the purpose of obtaining disturbed representative soil samples to better characterize the subsurface conditions. Representative soil samples at 2.5 foot intervals will be visually classified using the Unified Soil Classification System and retained for later laboratory testing. Borings will be presented on a boring location plan, and the soil descriptions and summary of the laboratory testing results will be presented on Logs of Borings.

Geotechnical Engineering Study Report

WRECO will prepare a Geotechnical Engineering Study Report for the proposed slope repair. This engineering study will contain the following information and recommendations:

- A Project summary and description of the scope of work performed for the Project. A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils, summary of the laboratory testing results, and Logs of Borings with the observed soils, groundwater, and laboratory soil testing results.
- A discussion of where the groundwater source may be and methods for further evaluation and mitigation measures.
- A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the latest California Building Code and ASCE-7.
- Contract language for the bidding phase of the Project regarding the slope repair wall construction

Deliverables: Boring Location Plan and Logs of Borings, Draft and Final Geotechnical Engineering Study Report

Michael Baker will provide engineering services to perform the updated hydrology, hydraulic, and scour analyses for the development and analysis of the final design recommendations. The design hydrology will use the flow rates developed in the previous studies from the USACE and Prunuske Chatham, Inc. (PCI). Updated channel hydraulic models will be prepared to reflect the proposed grading for the entire project length to develop the optimal configuration and evaluate any potential modifications to the current 1950s plans. Channel geometric characteristics, such as conveyance cross-sections, roughness coefficients, confluences, and encroachments, will be analyzed based

**Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project**



on site conditions, physical constraints and the proposed plans. A geomorphic assessment and scour analysis will be prepared to determine the final design requirements for the stream profile and structures.

Deliverables: Hydrology, hydraulics, and sedimentation calculations

Michael Baker shall prepare a design evaluation and value engineering analysis to determine the most viable project improvements that are acceptable to the City and the stakeholder agencies. The recommended improvements in PCI's 65% plans will be evaluated, taking into consideration a risk assessment, additional technical studies and base data, environmental constraints, and a value engineering analysis to determine if any potential modifications can improve the proposed project. The analysis will include the evaluation of the current geometric design plan and consider hydraulic effectiveness, preliminary construction costs, sedimentation and scour, environmental impacts and mitigation requirements, traffic control, constructability, geotechnical issues, and other intangible impacts. Michael Baker shall review each project element for value engineering, constructability, and likelihood of success in restoring and maintaining fish passage. A preliminary consultation with NOAA fisheries will be initiated to ensure agency approval on any potential design changes.

Deliverables: Value engineering recommendations and project modifications

Michael Baker will prepare a preliminary design report which will present and document the results of the technical studies and value engineering analysis. The report will include text, graphics, preliminary plan layouts, value engineering analysis discussion, and recommendations for the final project design. Technical analysis will be summarized with detailed analysis provided as an appendix.

Deliverables: Draft and final preliminary design reports

Michael Baker will develop updated 65% design plans for the project from the previous plans prepared by PCI, incorporating the results of the design evaluation and value engineering analysis. The plans shall be updated from the CAD files from the current PCI plans. It is assumed that the PCI CAD file will be provided to Michael Baker. The plans will include facility sizes, cross sections, construction details, preliminary structural requirements, hydraulic profiles, and landscape plans. The updated 65% plans shall clearly delineate and define the project improvements to evaluate conformance with the environmental documents and to prepare regulatory permits. A design review meeting with the



Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project

City will be held with the submittal of the plans. The review meeting shall include a discussion of the following information:

- Updated technical studies
- Results of design evaluation and value engineering study
- Project elements and modifications recommended for final design
- Project schedule and estimated construction cost

Deliverables: Updated 65% improvement plans; design review meeting

Based on the updated improvement plans, Michael Baker will determine the required amount of excess material to be disposed of off-site. The team will evaluate the three sites identified in the EIR to determine their suitability in receiving the excess material. The Spring Mountain Vineyard site is a private entity and a determination will be made in consultation with the City if this site should be pursued. Assuming that Spring Mountain is not a viable site, an evaluation of the Lower York Creek Reservoir (LYCR) site will be performed. Consultation with the Clover Flat Landfill will also be performed to determine if the landfill can accept additional material. Modifications to the stream restoration grading will also be considered to identify changes that would reduce the amount of excess material to a quantity that could be handled by the LYCR and Clover Flat Landfill sites. Potential alternatives will be developed considering the cost and environmental impacts. The alternatives analysis will be discussed with the City to identify a preferred solution.

Michael Baker will prepare a preliminary grading plan for the recommended soil disposal site. For the purposes of this scope and fee it is assumed that the remaining excess material will be disposed of at the LYCR site. The plans shall be updated from the CAD files from the current PCI plans. The preliminary grading plans will include plan sheets at 1"=40' scale utilizing the compiled base mapping. The plans will also include typical cross sections, utility locations/conflicts, and ROW information.

Deliverables: Soil site analysis, preliminary grading plans

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



Phase 2: Final Design and Construction Documents (65% to 100% Complete)

Michael Baker will continue to prepare restoration improvement plans to the 95% completion level. The plans will be adjusted to reflect comments on the 65% design and feedback from the design review meeting. The plans shall be updated to include all features, hydraulic data and HGLs, and structural details. The plan set shall include all plan sheets anticipated for the final drawings including title and note sheets, plan and profiles, landscape plans, structural details, and miscellaneous detail sheets. The plans shall include the detailed information as requested in the RFP and in accordance with City standards.

Deliverables: 95% channel improvement plans

Michael Baker will prepare the technical provisions section of the construction documents in accordance with the format requested by City. A schedule of bid items will be developed with associated quantities and cost estimate.

Deliverables: Technical provisions; bid schedule and quantities; cost estimate

Michael Baker will prepare structural sections, details, and calculations associated with the existing concrete structure modifications and the back system required for the project design. Anticipated structural drawings include typical details and general notes, splitway and slope structural sections, and miscellaneous details. Calculations will utilize geotechnical design values provided by the project geotechnical engineer as well as in-house computer programs for analysis. Calculations will utilize City-approved methods for analysis and be in a format to be checked by City staff.

Deliverables: Structural design report

Michael Baker will prepare a final basis of design report to support the design of the recommended improvements. This engineering analysis will provide verification of the hydraulic operation for the proposed facilities and become the technical engineering basis of the final design. The channel hydraulics will be updated from the preliminary design report to reflect any modifications to the channel configuration.

Deliverables: Final basis of design report



Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project

Michael Baker will prepare a final field check of the plans, and complete final plans, specifications, and estimates to incorporate any changes in site conditions and address comments on the 95% submittal.

Deliverables: Final improvement plans (mylar); bid schedule and quantities; technical provisions

Michael Baker will provide personnel at the City's request to provide support during construction. Our restoration practitioners will be made available to assist in project implementation. It is assumed 8 hours per week will be required to assist the contractor in the field during construction. It is assumed for the purposes of this proposal the duration of construction will occur between April and November, 2017. Therefore 270 hours of field time have been allocated for this task.

The Project's Final EIR included as a required mitigation measure development of a "causative factors analysis and an implementation program to monitor, maintain, and/or improve channel capacity and promote sediment transport". Therefore Michael Baker will develop a Monitoring and Management Program (MMP) to meet these requirements.

Michael Baker will provide an initial survey for use in establishing a baseline condition when evaluating sediment deposition. Michael Baker will provide surveyed cross sections at each bridge or culvert from the existing spillway to the confluence of York Creek with the Napa River. Four cross sections will be taken at each bridge - at the upstream face, downstream face, and at the approximate expansion and contraction limits for each bridge so that the cross sections may be used in the future for hydraulic modeling. We will survey soffit elevations, abutment locations, and roadway elevations. Between each structure, cross sections will be taken at approximately 500 foot intervals. Figure 1 shows approximate locations of survey points to be taken with the initial survey.

Directly following completion of the restoration, Michael Baker will produce an as-built survey. This survey will be used to confirm that the project was built to design standards and will serve as baseline data for future monitoring. Michael Baker will compare this data to the design criteria and produce a brief report summarizing any implementation adjustments or discrepancies.

Within the MMP, Michael Baker will develop monitoring requirements consistent with the goals outlined in the EIR. We will recommend inspection of the channel at a defined interval, likely once per year for five years. More frequent inspections may be necessary if stability concerns have previously been noted, or there have been frequent/intense storm events. An inspection may be necessary immediately following a significant storm event (bankfull or higher) if the event occurs soon after completion of the project and, before bank vegetation has been established in accordance with the plans and specifications.

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



The MMP will require site inspections to monitor:

- **Vertical Instability** - Any indication of incision or headcutting should be noted and immediate corrective action recommended. As-built plans will provide the design and construction bankfull depth at riffles. This depth will be verified upon inspection and should not deviate from the post-construction depth by a factor greater than 1.3 or other approved metric. A subsequent longitudinal profile survey may not be required during routine stability monitoring, unless negative changes have been identified.
- **Lateral Instability** - Any observation of changes in meander geometry such as channel widening, channel migration, or lateral erosion should be noted with recommended corrective action. For most projects, it is preferred that the channel develops some degree of narrowing and adjustment through depositional processes during the first few years as vegetation becomes established.
- **Structural Integrity** - In-stream structures are specifically designed to reduce bank shear stresses, maintain a stable plan and profile, and provide habitat. Any indication of structure failure such as undermining of structures, erosion between structures and the bank, piping, etc. should be noted along with an immediate corrective action. It should also be noted if structure instability is considered insignificant and is not likely to result in further instability. Such areas should be monitored closely in subsequent monitoring years.
- **Vegetation Viability** - For many natural channel design projects, native buffer vegetation along the channel bank and riparian corridor is critical to the stability of the stream. Any indication that vegetation planting is not establishing in accordance with the approved plans and specifications should be noted and recommendations made for corrective action. This includes an overabundance of vegetation within the bankfull channel such as on riffles that may cause bank instability.
- **Sediment Deposition** - Based on review of the site, monitoring locations will be determined at and downstream of the proposed Project site in order to evaluate sediment deposition at hydraulic structures such as bridges or other areas of constricted flow. The MMP will determine the extent of acceptable aggradation before additional analyses or restoration efforts are necessary.

Any observed changes should be evaluated to determine if they represent a movement toward a more unstable condition (e.g., down-cutting or erosion, increased bank height ratio) or a movement toward increased stability (e.g., settling, vegetative changes, deposition along the banks, decrease in width/depth ratio). The types, severity, and causes of changes will be documented. Corrective actions will be defined and recommended with each inspection. The MMP will define actionable deficiencies and determine when mitigation measures are necessary. Potential mitigation measures include onsite corrective actions, or additional analyses such as hydraulic modeling or sediment transport modeling.

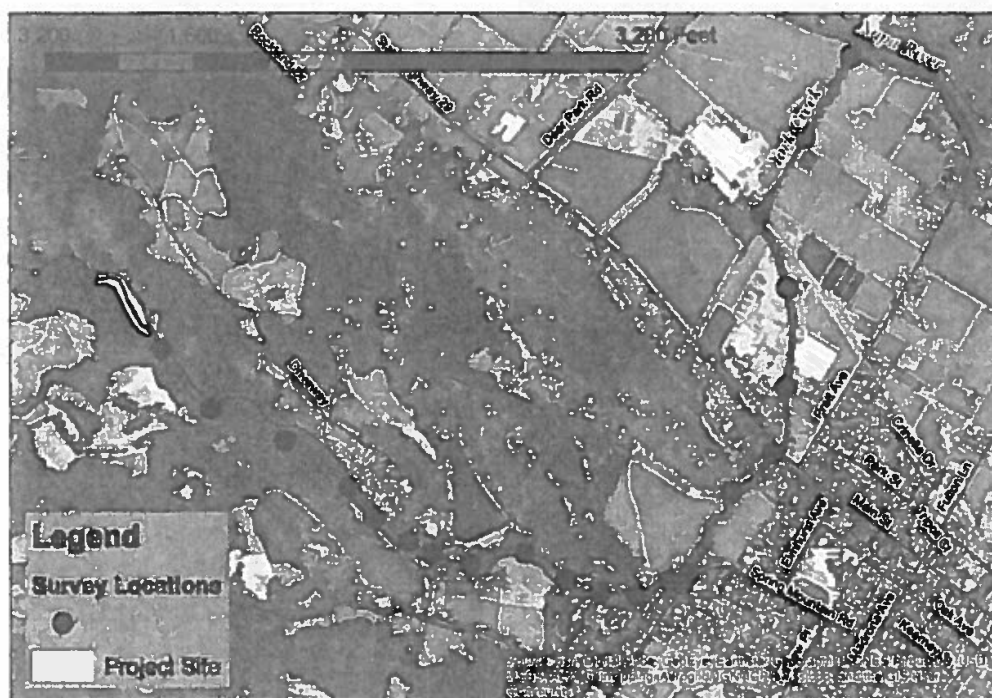


Figure 1, Survey Location Map



Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project

Recommended Corrective Action

Bed/Sediment	Bank	Structure	Vegetation
1. No Action	1. No Action	1. No Action	1. No Action
2. Modify design	2. Repair matting and or reinstall live stakes.	2. Stabilize the structure with protective materials.	2. Replant bank and floodplain vegetation.
3. Remove debris or blockage	3. Grade banks to appropriate slope and reinstall matting and live stakes.	3. Reconstruct the unstable portion of structure	3. Replant surrounding riparian buffer with trees/shrubs
4. Protect the bed to prevent further degradation	4. Stabilize banks with bioengineering.	4. Move the structure to proper placement.	4. Place protective barrier around the vegetation.
5. Stabilize local sediment source.	5. Adjust design	5. Rebuild the structure.	5. Other
6. Other	6. Other	6. Other	

Figure 1. Potential Corrective Actions

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



Stream Restoration Monitoring Report

Site _____ Monitoring Year _____

Field Inspector: _____ Date _____

Problem Area Number _____ As-built Sheet Number _____

Station Number _____ Photo Number _____

Please choose from the guidance sheet on the reverse side for the following information.

Type of Failure: _____

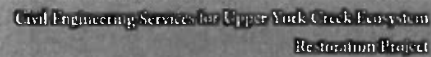
Severity: _____

Cause of the Failure: _____

Recommended Corrective Action: _____

Additional comments about this problem area

Figure 2. Sample Stream Restoration Monitoring Report



1. Waters of the U.S;
2. Waters of the State; and/or
3. California Department of Fish and Wildlife (CDFW) jurisdiction under California Fish and Game Code 1600 et al.

Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project



As design is refined, Michael Baker will continually validate that design standards are within the analyses of the EIR for the Upper York Creek Ecosystem Restoration Project (State Clearinghouse No. 2006092096). Michael Baker will inform the City's engineer of any instance where variation may result in consequent CEQA actions. Michael Baker will prepare an EIR Addendum at final design if necessary, to provide environmental clearance necessary for design changes.

Project Management and Coordination

Michael Baker will manage project duties for the full project in order to ensure a cost-efficient, quality process. As the prime contractor, our staff will provide a suite of disciplines to effectively coordinate and communicate leading to design approval. This task includes overall project management, project schedule and maintenance, liaison with affected agencies, meeting leadership, progress monitoring, and maintenance of project files. Michael Baker will supervise, coordinate, monitor, and review design for conformance with agency standards, policies, and procedures.

As a part of this task, Michael Baker shall coordinate and attend project meetings with the City, other agency stakeholders, and the landowners as necessary for the successful completion and approval of the project. For the purposes of this scope and fee, four meetings with the City and stakeholder are budgeted.

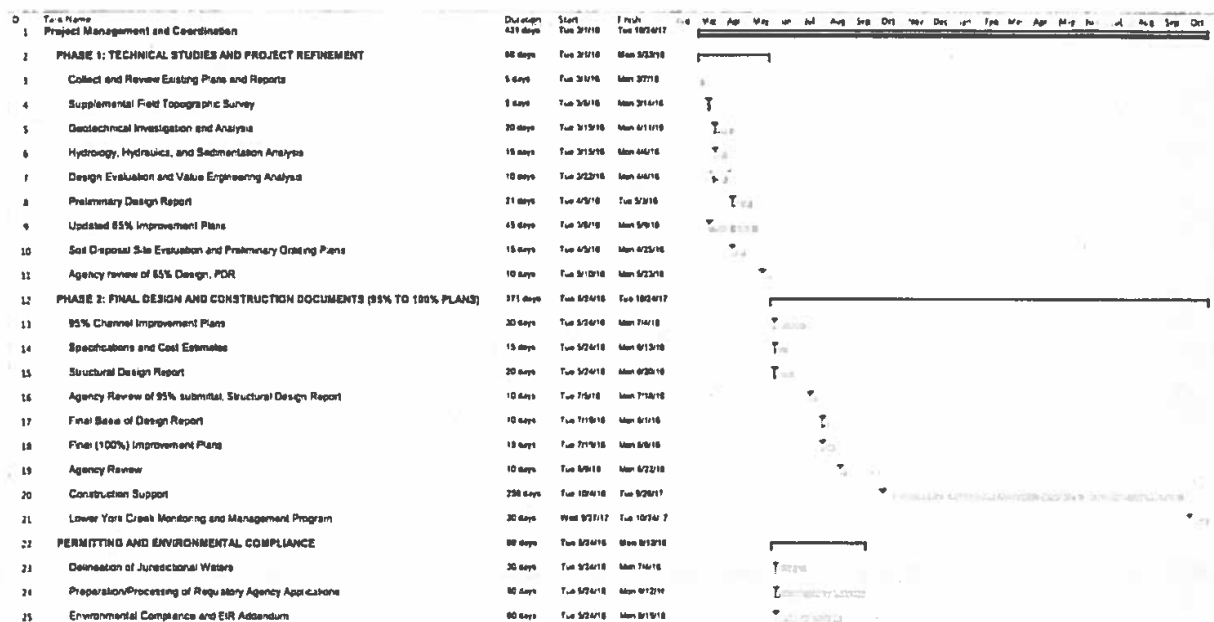
Deliverables: Meeting attendance, agendas, and minutes; project schedules



Civil Engineering Services for Upper York Creek Ecosystem
Restoration Project

Project Schedule

The project schedule can be found on the following page



CITY OF ST. HELENA

RESOLUTION No. 2018-56

Resolution authorizing the City Manager to execute Amendment No. 2 in the amount of \$234,624 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a total not to exceed amount of \$840,994.80

RECITALS

- A. The City of St. Helena previously entered into a Professional Services Agreement with Michael Baker International in an amount not to exceed \$461,813 for design and engineering services for the Upper York Creek Dam Removal Project; and
- B. On May 23, 2017, City Council authorized Amendment No. 1 in the amount of \$144,557.80 for altering project elements, adding work scope for hydrology, hydraulics, cultural resources report update, and sediment flow among other project tasks; and
- C. Michael Baker International needs to provide additional unforeseen environmental, right of way, and engineering services during the design and permitting phase of the project; and
- D. City staff has negotiated Amendment No. 2 with Michael Baker International in the amount of \$234,624 to provide additional engineering, right of way, and environmental services for the project. The total amended not to exceed amount of the agreement will be \$840,994.80; and
- E. The City has committed to the removal of the Upper York Creek Dam via Resolution 2017-50; and

RESOLUTION

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

- 1. Authorizes the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a not to exceed amount of \$234,624. The total amended not to exceed amount of the agreement will be \$840,994.80.

Approved at a Regular Meeting of the St. Helena City Council on May 8, 2018, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Absent
Councilmember Dohring:	Yes
Councilmember Ellsworth:	Yes
Councilmember Koberstein:	Yes

APPROVED:


Alan Galbraith, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



STH CONTRACT: 2017-057-02

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL
FOR PROFESSIONAL SERVICES FOR THE UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT
AS PART OF CAPITAL IMPROVEMENT PROJECT W-26**

This Amendment No. 2 to Agreement for Professional services is made effective on May 8 2018 by and between the City of St. Helena, a municipal corporation ("City"), and Michael Baker International ("Consultant").

RECITALS

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated April 26, 2016, and approved by Resolution No. 2016-51, dated April 26, 2016, the City entered into a Professional Services Agreement with Consultant for \$461,813.00 ("Agreement") regarding the City's Upper York Creek Ecosystem Restoration Project ("Project"). The Project is part of the City's Capital Improvement Project W-26; and
- B. Pursuant to the terms of Amendment No. 1 between City and Consultant, dated May 23, 2017, and approved by Resolution No. 2017-65, dated May 23, 2017, the City increased the Agreement with the Consultant in the amount of \$144,557.80; and
- C. The Agreement's current Scope of Services, including Amendment No. 1, do not include the funds or the additional work that have been identified to complete the regulatory permitting process and acquire easements in order to proceed with construction; and
- D. City and Consultant now desire to amend the Agreement to include, as part of Capital Improvement Project W-26, the Upper York Creek Ecosystem Restoration Project, the additional scope required; and
- E. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

TERMS

- A. Parties agree to amend Section 1, "Basic Services" of the Agreement and Amendment No. 1, to provide additional services, as outlined in Exhibit A-2, "Scope of Services" attached hereto.
- B. Section 4.A of the Agreement is amended to read as follows: "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit B-2, "Compensation" attached hereto and made a part hereof." The "Total compensation shall not exceed" specified in Section 4.A is amended as follows:

Original Agreement Amount	\$461,813.00
Amendment No. 1	\$144,557.80
Amendment No. 2	<u>\$234,624.00</u>
Total Compensation	\$840,994.80

Total compensation shall not exceed \$840,994.80, unless prior additional compensation is approved in writing in accordance with Section 2.

- C. The Agreement, as modified by this Amendment No. 2, constitutes the entire agreement between City and Consultant. Except as expressly set forth in the Amendment No. 2, the Agreement and Amendment No. 1 have not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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:

Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Signatures of Authorized Persons:

By: David Schaarsmith

Print Name: David Schaarsmith

Title: Vice President

CITY OF ST. HELENA
a Municipal Corporation

By: Mark Prestwich
Mark Prestwich, City Manager

APPROVED AS TO FORM:

Tom Brown
Tom Brown, City Attorney

ATTEST:

Cindy Tzafopoulos
City Clerk, Cindy Tzafopoulos

Attachments:

- Exhibit A-2: Scope of Services
- Exhibit B-2: Compensation

EXHIBIT A-2: SCOPE OF SERVICES**Michael Baker****I N T E R N A T I O N A L***We Make a Difference*

April 21, 2018

JN 153371

Erica Athmann Smithies, PE
 Public Works Director/City Engineer
 City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

Subject: Exhibit A-2, Scope of Services, Upper York Creek Ecosystem Restoration Project Additional Scope and Fee

Dear Erica:

On April 25, 2017, Michael Baker International (Michael Baker) provided an additional scope and fee request based on the suggestion from National Marine Fisheries Service (NMFS) to revise the project from a conventional restoration project to a natural dam removal concept. This additional scope was approved by the City of St. Helena City Council on May 23, 2017. Since this time Michael Baker and its' subcontractors have proceeded with several tasks outside of the original scope of work. Also, additional tasks have been identified as a result of the change in scope. This letter summarizes the additional work performed and future work required.

Task 1 Project Management and Coordination*Out of Scope Work Completed:*

As of March 13, 2018, thirteen (13) agency meetings have been held. The total fees resulting from the 13 additional meetings is \$17,680.

Future Work:

It is assumed six (6) additional meetings will be required. The additional fees for these services is \$8,160.

Task 3 Supplemental Field Topographic Survey*Out of Scope Work Completed:*

Michael Baker performed a survey of York Creek from May 30, 2017 to June 9, 2017. The fees incurred for this survey was \$22,817. Also, Michael Baker performed additional survey on July 11th and 12th and November 21st and 22nd in order to tie the Project in to the State Plane Coordinate System. The Project was on an unknown datum; therefore, this additional survey was required. The total fees incurred from the survey from July 11th to November 22nd was \$9,468. From January 12th to 18th, Michael Baker surveyed the location of proposed sediment trap structures as delineated by Chris Blencoe, a forestry expert asked by NMFS to assist with pre-design of the project. The total fees for the survey of the sediment trap location was \$6,356.

Future work:

Because the Project footprint has been expanded to include sediment trap structures downstream of the project, additional services will be required to determine easement locations, including plats and legal descriptions, for two (2) temporary easements for a period of ten years, so that the sediment trap structures may be constructed and monitored in accordance with the pending Monitoring and Adaptive Management Plan (MAMP). Michael Baker has contacted ARWS to provide general consulting, appraisal, appraisal review and acquisition services. The total fees for the future work by ARWS is \$24,915. The total fees for topographic survey and plats and legal determination by Michael Baker under this task is \$20,796.

Task 4 Geotechnical Investigation and Analysis*Future Work:*

As requested by the City, a scope and fee for a screening reservoir material for naturally occurring asbestos has been obtained. The total fee for this work is \$8,063.

Task 5 Hydrology, Hydraulics, and Sedimentation Analysis

Future Work:

Because of the change in project scope, Michael Baker will be required to develop a revised hydraulic design for a roughened ramp within the approximately 200-foot section of York Creek within the Dam notch section. The fees for the additional hydraulic design is \$8,720.

Task 7 Preliminary Design Report

Out of Scope Work Completed:

Stillwater Sciences prepared a basis of design technical memorandum and conceptual designs of the sediment trap structures. The total fees for these services is \$11,000.

Task 18 Preparation/Processing of Regulatory Agency Applications

Out of Scope Work Completed:

The project required the following tasks completed by Michael Baker as a result of the change in project scope:

- Delineation of jurisdictional waters downstream of the dam (includes time for travel, field work, report writing and GIS)
- Habitat assessment downstream of the dam (includes time for travel, field work, report writing and GIS)
- Preparation and processing of the Incidental Take Permit through CDFW

The total fees for the work completed by Michael Baker is \$30,245.

Stillwater Sciences completed Red Legged Frog and Yellow legged frog surveys as requested by CDFW. The total fees for the work completed by Stillwater Sciences under Task 18 is \$9,625.

Future Work:

As a result of the increased footprint, Michael Baker will be required to conduct additional cultural resources studies within the increased Area of Potential Effects (APE). The fees for the additional studies required by the Corps is \$18,679. Stillwater Sciences has prepared a scope of work for additional surveys required for Red and Yellow legged frog eggs. The fees for the additional surveys is \$32,300.

Direct Costs

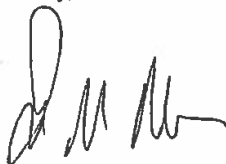
Future Work:

It is assumed an additional \$5,800 will be required in direct costs.

Summary

Based on the work completed and future work required, the total additional fees required for the Project are \$234,624 as presented in Table 1. If you have any questions or if you need additional information, please contact me directly at (916) 231-3355, or via david.mueller@mbakerintl.com.

Sincerely,



David Mueller
Project Manager



2300 Contra Costa Blvd.
Suite 525
Pleasant Hill, CA 94523

925.691.8500 *phone*
925.691.6505 *fax*
www.arws.com

February 22, 2018

David M Mueller
Technical Manager III
Michael Baker International
2729 Prospect Park Dr., Suite 220
Rancho Cordova, CA 95670

Re: St. Helena Upper York Creek Dam Removal Project
Easement Negotiations

Dear Mr. Mueller:

It was nice discussing this project with you and Nabaz Saieed. Associated Right of Way Services, Inc. (AR/WS) is pleased to submit our proposal to provide general consulting, appraisal, appraisal review and acquisition services to Michael Baker International for the City of St. Helena's Upper York Creek Dam Removal Project.

Please review the attached Scope of Work and Budget. Feel free to give me a call if you wish to discuss or if you have any questions. Thank you for considering AR/WS for this assignment.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Schock", is written over a horizontal line.

Matthew Schock, R/W-AC
Business Director
(925) 691-8500
mschock@arws.com



Scope of Work

SCOPE OF WORK

Associated Right of Way Services, Inc. (AR/WS) will provide appraisal, appraisal review and acquisition/negotiation services to Michael Baker International (Client) for the City of St. Helena's Upper York Creek Dam Removal Project (Project).

The properties are identified as follows:

No.	APN	Property Owner	Location
1.	022-180-015	Good Wine Co	2849 Spring Mountain Rd, St. Helena, CA
2.	N/A	Napa County	Spring Mountain Rd, St. Helena, CA

Our proposal is based on the following assumptions:

- Based on discussions with the Client, the project will include the construction and maintenance of sediment traps in York Creek.
- The project is federally funded.
- Temporary property rights for access, construction, maintenance and sediment delivery will be required from one private property (Property No. 1 above).
- Temporary rights will also be required from property owned by the County of Napa.
- AR/WS services for the Spring Mountain property will include appraisal, appraisal review and acquisition. Services for the County of Napa property will include assisting in discussions with the County to determine what rights should be obtained. Appraisal, appraisal review and acquisition services can be provided, if needed at a later date, but are not included in our scope of work and budget estimate.

1. GENERAL CONSULTATION

- On-going consultation and meetings.
- Coordinate with Client, City, subcontractor (appraisal reviewer) and legal counsel.
- Serve as a liaison with the County of Napa to assist in the determination of property rights needed.
- Assist with analyzing various courses of action. Work with Client to resolve problems and recommend solutions.

1. PROPERTY APPRAISAL SERVICES

- Appraisal to be provided addressed and delivered to Client staff as directed.
- Appraisal to be prepared in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; the Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt; and 49 CFR Part 24.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.
- Appraisals to be prepared in an Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2.
- Appraisals are for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320.



Scope of Work

- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken;
 - The eminent domain proceeding in which the property is taken;
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not give consideration to, nor include in their appraisals, any allowance for relocation benefits of personal property.
- If updated values are requested, appraisal services will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)
- If revisions are made to the property requirements during the appraisal process or upon completion of the report, appraisal time to address these revisions will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)

CLIENT OBLIGATIONS (APPRAISAL)

- Appraisal map.
- Plat maps and legal descriptions.
- Preliminary title report.
- Legal opinions as necessary.
- Environmental document

2. PROPERTY APPRAISAL REVIEW

AR/WS will subcontract with a qualified certified review appraiser. The review appraiser will prepare an independent written review of the report prepared by the AR/WS real property appraiser. The review will be conducted in accordance to professional standards, USPAP, and all applicable laws and regulations.

- A checklist identifying the various requirements of the appraisal report will be used to ensure that the reports contain all of the prescribed requirements.
- Review appraiser will prepare a summary of the appraisal process and provide comments regarding any omissions or problems with the report, such as lack of reasonable support for the appraisal conclusions.
- Review appraiser will make initial call to the appraiser to inform the appraiser that the report is being reviewed. Comments will be provided to the appraiser for discussion.
- Schedule a field review and meeting with the appraiser, if needed.
- Upon satisfactory completion of the appraisal report, a review certificate report will be prepared.

3. PROPERTY ACQUISITION AND NEGOTIATION

- AR/WS will initiate and maintain individual acquisition files and prepare acquisition documents. Said documents include, but are not limited to: offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement and public acquisition brochure. All acquisition documents to receive Client's written approval as to form prior to use in the field.



Scope of Work

- AR/WS will negotiate to acquire temporary easements from one parcel. Assumes negotiation with up to one owner and no lessees.
- If settlement with owner is reached pursuant to the Client approved appraisal or Client approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to Client. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require Client written approval before implementation of any settlement agreement.
- AR/WS will establish with Client a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by Client.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- If agreement with the owners and other required interests cannot be reached, AR/WS will advise Client that negotiations have reached an impasse. The Client may consider scheduling of an action in eminent domain including the required public necessity hearing.
- AR/WS will make every reasonable effort to acquire properties on behalf of the Client expeditiously through agreement with its owners and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. Client will provide ongoing feedback to AR/WS as to authorization for settlements.

CLIENT OBLIGATIONS (ACQUISITION)

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on Client's behalf.
- Review and approval of title company prepared escrow instructions, including acceptable condition of title.

ADDITIONAL WORK

AR/WS will provide court and/or appeals related services, including, but not limited to: depositions; court appearances; arbitrations/mediations; hearings; testimony; and preparation for such activities, in connection with any service provided to the Client. These services, if requested, are not included in the AR/WS Budget Estimate and would be billed at the applicable current AR/WS hourly rate in accordance with the Fee Schedule.



Budget Estimate

Budget Estimate
February 22, 2018

Confidential for CLIENT Use Only

Estimate Valid for 30 Days After Submission

Client:	Michael Baker International
Project:	St. Helena Upper York Creek Dam Removal
Services:	Property appraisal, appraisal review, and acquisition/negotiation for temporary property rights from one private property. Serve as a liaison and assist in discussions with the County of Napa.

<u>Categories</u>	<u>Scope of Services</u>	<u>Estimated Budget</u>
1. General Consultation (Time Charged)	Serve as a liaison and assist in discussions with the County of Napa. On-going consultation and meetings. Coordination with Client and City.	\$3,500
2. Property Appraisal (Lump Sum)	Appraisal services for temporary property rights needed from one subject property.	\$9,500
3. Appraisal Review (By Others)	Subcontract appraisal review for 1 appraisal report.	\$1,650
4. Property Negotiations / Acquisitions (Time Charged)	Negotiations with one property owner and no lessees.	\$8,000
Estimated Budget Total:		\$22,650

Start Requirements:	Agreement for Professional Services (signed contract) – Notice to Proceed.
Ending:	A. Submittal of appraisal report. B. Negotiations are concluded upon delivery of Memorandum of Settlement to Client or advisory from AR/WS to Client that negotiations have reached an impasse and eminent domain should be considered.
NOTES:	
1. Figures are based on information provided to AR/WS as of the date of this estimate.	
2. Assumes CEQA and NEPA compliance has been met.	
3. Subject to AR/WS Assumptions and Limitations, contained herein.	
4. The Budget has been prepared based upon an 8-month project duration. An extended or reduced project schedule may increase the estimated budget.	
5. A contingency is recommended but is not included in the above figures.	



Fee Schedule

AR/WS FEE SCHEDULE 2018

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	\$225.00
Managing Consultant	\$195.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

Fees include direct and indirect expenses and profit



Assumptions and Limitations

1. AR/WS estimated budget assumes timely assignment by Client of all appraisals, acquisition parcels and relocation cases. Deferring or "piece meal" assignments adds to level of effort and costs.
2. Client to provide written appraisal approval. Client to sign Offers of Just Compensation as reflected in the Appraisal Summary Statement(s). Client letterhead to be used for offers and significant correspondence, including Notices of Decision to Appraise and acquisition and relocation notices. Initiation of acquisition work assumes that Client has secured any required environmental certification as well as any federal or state approvals to begin right of way services.
3. All services to be provided pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable state and federal laws, related guidelines and regulations.
4. Client to provide adequate appraisal maps, plat maps, construction plans, mitigation measures, preliminary title reports, legal descriptions and deed sheets (for easements).
5. Unless noted otherwise, pre-acquisition activities for soliciting Permits to Enter for soils/testing/contract work, Rights of Entry, Agreements for Possession and Use are not included.
6. Except for appraisals, which are typically charged lump sum; this is a "time charged" contract in accordance with the AR/WS Fee Schedule. Material changes to the contracted Scope of Work after services begin will add to the original budget/contract amount. Material changes, for which AR/WS is not responsible, include, but are not limited to, addition of new parcels, schedule changes, new and revised legislation, regulations, statutes or ordinances by any public entity or legislature, extended negotiations, multiple vestings, title complications, relocation complications, hard to house households, unrecorded claims, extended site searches, eminent domain actions, design changes, revised or updated appraisals. This Agreement is not a guarantee of property rights requested or displacements completed for a fixed budget amount. Unless otherwise agreed, preparation for or attendance at depositions, relocation appeals, expert witness testimony or court appearances are not included in the budget.
7. Budget to be reviewed periodically. AR/WS may reapportion budget allocations among categories. Team composition may be adjusted by AR/WS.
8. Escrow costs and title reports shall be paid by Client. Escrow instructions to be prepared by Title Company with AR/WS coordination. Client to determine acceptable condition of title and what, if any, title exceptions to take "subject to". AR/WS to assist and consult as requested.
9. Upon written notice from Client, AR/WS will suspend, delay, or interrupt all or a part of its services. In such event, AR/WS will resume services upon written notice from Client. An extension of time and added costs will be mutually agreed upon within a reasonable time following re-initiation of all or any part of services.
10. Client will give prompt notice to AR/WS whenever Client observes or becomes aware of any development that affects the scope or timing of AR/WS' services, or any defect in the work of AR/WS.
11. Unless otherwise noted, preparation of Caltrans Right of Way Certification documents is not included in the Scope of Services.
12. AR/WS understands that construction and design plans are subject to some change. AR/WS will accommodate changes in the property requirements, including number or parcels, acquisitions and relocations. Changes in proposed acquisitions after appraisals have begun or negotiations/relocations have commenced will add time and expense to assignments. The parties acknowledge that such revisions may add to costs.
13. AR/WS reviews and adjusts billing rates and fees from time to time, generally as of January 1st of each year, but no more than once annually. Any rate adjustments will be reflected in the AR/WS monthly invoice.
14. Except for Client's obligations to pay for services rendered, no liability will attach to either AR/WS or Client from delay in performance or non-performance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, unanticipated delays or inability to obtain materials, equipment, fuel or transportation.
15. Once AR/WS has completed an appraisal, the fee for that appraisal is due and payable upon Client's receipt of invoice. If any formal or informal appraisal review requires additional appraisal services after AR/WS has completed an appraisal, these additional appraisal services will be billed on a time-charged basis in accordance with the AR/WS Fee Schedule.
16. AR/WS submits invoices on a monthly basis. If AR/WS is a sub-consultant to a prime consultant, that prime consultant agrees to bill its Client within thirty (30) calendar days of receipt of the AR/WS monthly invoice.



Stillwater Sciences

2855 Telegraph Avenue, Suite 400, Berkeley, CA 94705
phone 510.848.8098 fax 510.848.8398

April 13, 2018

David Mueller
Technical Manager III
Michael Baker International
2729 Prospect Park Dr., Suite 220
Rancho Cordova, CA 95670
(916) 231-3355

Proposed Scope of Work for York Creek – 2018 Foothill Yellow-legged Frog
Surveys, Task 11 Modification 1

Dear Michael,

Per your request, here is our proposed scope of work to assist Michael Baker International by providing additional biological services for the Upper York Creek Ecosystem Restoration Project, added as costs to existing Task 11 (Foothill Yellow-legged Frog Survey). This scope includes five additional visual encounter surveys to look for foothill yellow-legged frogs in 2018, as requested by California Department of Fish and Wildlife (CDFW) via e-mail to project team members on March 23.

Stillwater Sciences biologists will conduct surveys targeting foothill yellow-legged frogs using methods described in the Technical Memorandum submitted to CDFW, approved on April 13, 2018 (*Foothill Yellow-legged Frog Survey Methodology for the Upper York Creek Ecosystem Restoration Project*). The budget includes three breeding surveys, two pre-construction surveys, and development of the survey methodology submitted to CDFW.

Schedule and Deliverables:

- Survey methodology, submitted electronically to CDFW (complete)
- Three separate one-day breeding/tadpole-rearing season surveys between March 30 and June 30
- One pre-construction survey 14 days prior to initiation of Project activities
- One pre-construction survey 48 hours prior to initiation of Project activities
- A brief technical memo reporting results of the surveys, to be submitted electronically, within 4 weeks of the final field effort

Stillwater Labor and Expenses: \$32,300

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510.848.8098
fax 510.848.8398

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P.O. Box 904
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206.914.5031

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Los Osos, CA 93412
707.407.6862

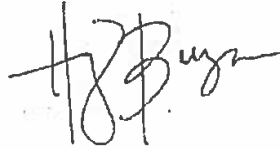
108 NW Ninth Avenue
Suite 202
Portland, OR 97209
503.267.9006

1314 NE 43rd Street
Suite 210
Seattle, WA 98105
206.914.5031

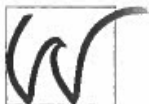
www.stillwatersci.com

Thank you for this opportunity for Stillwater to assist with your Project!

Yours Sincerely,

A handwritten signature in black ink, appearing to read "H. Burger", with a stylized flourish at the end.

Holly Burger
Wildlife Biologist/Project Manager
510.848.8098 ext. 130
burger@stillwatersci.com


WRECO

1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

February 14, 2018

David Mueller
Michael Baker International
2729 Prospect Park Dr., Suite 220
Rancho Cordova, CA 95670

Project: Upper York Creek Ecosystem Restoration
Subject: Request for Additional Budget for Limited Sediment Study (NOA Screening)

Dear Mr. Mueller,

WRECO is submitting an additional budget request for the above referenced project. This request is to perform a limited sediment screening for naturally occurring asbestos in channel deposits upstream of the existing dam as part of the York Creek Ecosystem Restoration Project. WRECO understands that the testing will be performed to support the evaluation of sediment reuse alternatives. The limited sediment study will include sampling and testing of the sediment bed for asbestos for a 0.3-acre area shown in the attached drawing.

WRECO Detailed Scope of Work

Task 1 Project Management and Coordination

WRECO will attend a project kickoff meeting and participate in up to three (3) project coordination/management conference calls.

Deliverables:

- Monthly Invoice Summary

Task 2 Sampling and Analysis Plan

WRECO will describe pre-field activities and planned field reconnaissance and sampling activities in a sampling and analysis plan (SAP). Pre-field activities will include site mapping, conditions assessment, safety planning, securing access, rights of entry, and any required permits. WRECO will develop the SAP to be generally consistent with the evaluation requirements of *Asbestos Airborne Toxic Control Measure For Construction, Grading, Quarrying, And Surface Mining Operations California Code Of Regulations Title 17, Section 93105(c)*; consistent with the Department of Toxic Substances Control's, *Information Advisory Clean Imported Fill Material*, October 2001; per Section 6.0 of the HTW Assessment, Upper York Creek Ecosystem Restoration Project, St. Helena, CA (ITSI, 2003); and California for Air Resources Board Test Method 435.

The SAP will include no less than three (3) random grab samples per spatial acre or a minimum of four (4) samples for first 1,000 cubic yards, plus one (1) sample per additional 500 cubic yards of material, whichever is greater.


WRECO

1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

 Deliverables:

- *Sampling and Analysis Plan (PDF)*

Task 3 Field Sampling and Laboratory Analysis

WRECO will perform bulk testing of composite sampling at no less than four locations over an approximate 0.3-acre area randomly distributed across the designated borrow area. Each boring will be advanced to a minimum of five feet below ground surface level, logged, composited, and delivered under chain of custody control to TestAmerica Laboratories in Pleasanton, California, for Air Resources Board Test Method 435 analysis.

 Deliverables:

- *Laboratory Analytical Results*

Task 4 Technical Memorandum

WRECO will summarize the sampling and analysis results in a technical memo to include the following:

- A Project summary and description of the sampling and testing performed;
- A summary of the identified soil and rock conditions observed at the Project site, summary of the laboratory testing results, and boring logs;
- Photo log and map of sampled locations;
- Recommendations for safe material reuse and/or disposal.

 Deliverables:

- *Draft Technical Memorandum (PDF)*
- *Final Technical Memorandum (PDF)*

Attached, please find our work-hour and fee estimate (time and material and not to exceed).

Please call Tony Jones, our Project Manager, at (925) 941-0017 extension 201 if you have any questions.

Sincerely,

WRECO

Han-Bin Liang, Ph.D., P.E.
President

WRECO
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596

Upper York Creek Ecosystem Restoration Project, CIP W-26

City of St. Helena

Additional Work For Sediment Study and Asbestos Sampling

Work-Hour and Fee Estimate for WRECO Tasks

Prepared by WRECO

February 14, 2018

Man-Hours

Task	Task Description	Principal Engineer	Senior Engineer	Associate Engineer	Staff Engineer	Senior Env Scientist	Associate Env Scientist	Staff Env Scientist	Senior Technician	Clerical/Tech Editor
1	Project Management and Coordination					4				
2	Sampling and Analysis Plan					2	10			
3	Field Sampling, Laboratory Analysis, and Quality Control						10	10		
4	Technical Memorandum									
	<i>Draft Submittal</i>					1	8	10		2
	<i>Final Submittal</i>					1	2	2		2
	Subtotal	0	0	0	0	8	30	22	0	4

Fee

Direct Cost

	Hours	Hourly Rate	Fee
Principal Engineer	0	\$ 245.00	\$ -
Senior Engineer	0	\$ 180.00	\$ -
Associate Engineer	0	\$ 110.00	\$ -
Staff Engineer	0	\$ 90.00	\$ -
Senior Environmental Scientist	8	\$ 140.00	\$ 1,120.00
Associate Environmental Scientist	30	\$ 95.00	\$ 2,850.00
Staff Environmental Scientist	22	\$ 90.00	\$ 1,980.00
Senior Technician	0	\$ 105.00	\$ -
Clerical/Tech Editor	4	\$ 95.00	\$ 380.00
Subtotal Direct Labor	64		\$ 6,330.00

Expenses

Travel & Per Diem	\$ 350.00
Office Misc. & Reproductions	\$ 200.00
Laboratory Testing	\$ 450.00
Subtotal	\$ 1,000.00

Total Cost

\$ 7,330.00

Michael Baker

INTERNATIONAL

We Make a Difference

Exhibit B-2, Compensation

Task	Task Name	Out of Scope Costs	Future Scope	Total additional fees
1	Project Management and Coordination	\$ 17,680.00	\$ 8,160.00	\$ 25,840.00
3	Supplemental Field Topographic Survey			\$ 84,352.00
	Coordinate Transfer	\$ 9,468.00		
	York Creek Cross Sections	\$ 22,817.00		
	Sediment Traps	\$ 6,356.00		
	AR/WS Easement Services ¹		\$ 24,915.00	
	Topographic survey, Plats and legals		\$ 20,796.00	
4	Geotechnical Investigation and Analysis			\$ 8,063.00
	Screening for naturally occurring asbestos ¹		\$ 8,063.00	
5	Hydrology, Hydraulics, and Sedimentation Analysis			\$ 8,720.00
	Roughened Ramp Design		\$ 8,720.00	
7	Preliminary Design Report			\$ 11,000.00
	Stillwater Sciences Conceptual Design ¹	\$ 11,000.00		
18	Preparation/Processing of Regulatory Agency Applications			\$ 90,849.00
	Michael Baker	\$ 30,245.00	\$ 18,679.00	
	Stillwater Sciences Additional Surveys ¹	\$ 9,625.00		
	Stillwater Sciences Additional Surveys ¹		\$ 32,300.00	
DC	Direct Costs		\$ 5,800.00	\$ 5,800.00
	TOTAL	\$ 107,191.00	127,433.00	\$ 234,624.00

Notes: 1. Includes 10% subcontractor markup

MTBAKERINTL.COM

2729 Prospect Park Drive, Suite 220 | Rancho Cordova, CA 95670
Office: 916.928.1113 | Fax: 916.361.1574

CITY OF ST. HELENA

RESOLUTION NO. 2018-57

Approval of a resolution approving a fourth amendment to the Unrepresented Compensation Program: (1) authorizing a 3.5% cost of living adjustment (COLA) effective July 1, 2018 (the first full payroll period of Fiscal Year 2018-2019) to all mid-managers and department heads of the Unrepresented Compensation program, (2) addition of Section 3.5 Out-Of-Class Pay; (3) amending Section 7.2 Vacation Accrual and Section 7.3 Vacation Usage; (4) updating Section 11.1 Vehicle Reimbursement to \$200 per month; (5) updating Section 11.2 Deferred Compensation Plan match to \$200 per month; (6) amending Section 11.4 Sick Leave Payout (7) addition of Section 11.6 Uniform Allowance; and authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedules to include a 3.5% cost of living adjustment (COLA) effective July 1, 2018 to all mid-managers of the Unrepresented Compensation program and a 3.5% COLA to the following executive department heads: City Clerk, Fire Chief, Finance Director, Human Resources & Information Director, Library Director, Planning & Community Improvement Director, Police Chief, Public Works Director, and Recreation Director

RECITALS

- A. The City currently has two groups of employees who are unrepresented: At-Will Executive Management and Mid-Managers; and
- B. On March 8, 2016, City Council approved Resolution 2016-36 establishing a new Unrepresented Compensation Program from March 8, 2016 through December 31, 2016; and
- C. On June 14, 2016, City Council approved Resolution 2016-75 amending the Unrepresented Compensation program; and
- D. On September 13, 2016, City Council approved Resolution 2016-124 amending the Unrepresented Compensation program and extending the term of the program to end on June 30, 2017; and
- E. On June 27, 2017, City Council approved Resolution 2017-93 amending the Unrepresented Compensation program and extending the term of the program to end December 31, 2017; and
- F. The current Unrepresented Compensation Program expired on December 31, 2017; and
- G. The City Manager met with the unrepresented employees to share his recommended changes to the Unrepresented Compensation program.

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL
FOR PROFESSIONAL SERVICES FOR THE UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT
AS PART OF CAPITAL IMPROVEMENT PROJECT W-26**

This Amendment No. 3 to Agreement for Professional Services is made effective on _____, 2019 by and between the City of St. Helena, a municipal corporation ("City"), and Michael Baker International ("Consultant").

RECITALS

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated April 26, 2016, and approved by Resolution No. 2016-51, dated April 26, 2016, the City entered into a Professional Services Agreement with Consultant for \$461,813.00 ("Agreement") regarding the City's Upper York Creek Ecosystem Restoration Project ("Project"). The Project is part of the City's Capital Improvement Project W-26; and
- B. Pursuant to the terms of Amendment No. 1 between City and Consultant, dated May 23, 2017, and approved by Resolution No. 2017-65, dated May 23, 2017, the City increased the Agreement with the Consultant in the amount of \$144,557.80; and
- C. Pursuant to the terms of Amendment No. 2 between City and Consultant, dated May 8, 2018, and approved by Resolution No. 2018-56, dated May 8, 2018, the City increased the Agreement with the Consultant in the amount of \$234,624; and
- D. The Agreement's current Scope of Services, including prior Amendments Amendments No. 1 and No. 2, do not include the funds or the additional work that have been identified to complete the regulatory permitting process and acquire easements in order to proceed with construction; and
- E. City and Consultant now desire to amend the Agreement to include, as part of Capital Improvement Project W-26, the Upper York Creek Ecosystem Restoration Project, the additional scope required; and
- F. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

TERMS

- A. Parties agree to amend Section 1, "Basic Services" of the Agreement and Amendments No. 1 and No. 2, to provide additional services, as outlined in Exhibit A-3, "Scope of Services" attached hereto.
- B. Section 4.A of the Agreement is amended to read as follows: "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit B-3, "Compensation" attached hereto and made a part hereof." The "Total compensation shall not exceed" specified in Section 4.A is amended as follows:

Original Agreement Amount	\$461,813.00
Amendment No. 1	\$144,557.80
Amendment No. 2	\$234,624.00
Amendment No. 3	\$289,184.00
Total Compensation	\$1,130,178.80

Total compensation shall not exceed \$1,130,178.80, unless prior additional compensation is approved in writing in accordance with Section 2.

- C. The Agreement, as modified by this Amendment No. 3, constitutes the entire agreement between City and Consultant. Except as expressly set forth in the Amendment No. 3, the Agreement and Amendments No. 1 and No. 2 have not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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:

Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Signatures of Authorized Persons:



By: _____

Print Name: John Moynier

Title: Vice President

CITY OF ST. HELENA

a Municipal Corporation

By: _____
Mark T. Prestwich, City Manager

APPROVED AS TO FORM:

Michael G. Biddle, City Attorney

ATTEST:

City Clerk

Attachments:

- Exhibit A-3: Scope of Services
- Exhibit B-3: Compensation

**EXHIBIT A-3***We Make a Difference*

Exhibit A-3

June 10, 2019

JN 153371

Erica Ahmann Smithies, PE
 Public Works Director/City Engineer
 City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

Subject: Upper York Creek Ecosystem Restoration Project Status, Include Request for Additional Scope and Fee (Amendment #3)

Dear Erica:

Per our recent discussion, here is an update on the status of the Upper York Creek Ecosystem Restoration Project (Project), including the status of the previously approved scope and budget. As you are aware, the project has continued to face challenges with the environmental review and permitting process, which has resulted in additional services regarding permit compliance terms that were not included in our original scope or in the scope presented in the subsequent amendments.

Specifically, we have been asked to conduct additional protocol surveys for sensitive/endangered species in the Phase 1 project area, and to conduct a geotechnical survey of the observed landslide and slumps in the Phase 1 project area. We have also had to incur additional work that was not included in our approved scope with regards to easement negotiations with Spring Mountain Vineyard, and this included multiple revisions to the CEQA addendum and assistance with the associated staff reports and resolutions. In addition, we conducted additional technical analyses regarding geotechnical and structural concerns regarding potential impacts to the stability of the Spring Mountain Road.

We are now poised to begin the bid process and construction of Phase of the Project 1, which represents a major milestone for the Project. Since the date of the last contract amendment, this work has included participation in regular status update meetings and preparation and submittal of the following deliverables:

- Biological assessments, field surveys and reports for sensitive habitat and species
- Phase 1 Basis of Design Report (in final review/ revision)
- Phase 1 Final Plans, Specifications and Estimates (in final review/ revision)
- Flood impact analysis and modeling
- Geotechnical analysis for Naturally Occurring Asbestos
- Geotechnical analysis of the Spring Mountain Road in the vicinity of Upper York Creek Dam/ Spillway
- Structural analysis of the alternatives required to protect the stability of the Spring Mountain Road in the vicinity of Upper York Creek Dam/ Spillway
- Revised CEQA Addendum for the Project and assistance with Certification
- Assistance with Easement Agreement with Spring Mountain Vineyard (approved)

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In addition, we have provided technical assistance in the form of analyses, field surveys and technical reports to support the required regulatory permit applications for Phase 1 elements of the project. As a result, the City has now received all of the necessary permits and regulatory clearances for the Phase 1 work, including:

- USFWS Section 7 Biological Opinion (BO)
- RWQCB Section 401 Certification
- CFDW Section 1602 Lake or Streambed Alteration Agreement (LSAA- final draft)
- NMFS Section 7 Biological Opinion (BO)
- USACE Section 404 Nationwide Permit 27
- Geomorphic Monitoring and Adaptive Management Plan (GMAMP)
- Draft Incidental Take Permit (ITP-currently on hold)

Project Summary

On April 26, 2016, Michael Baker International (Michael Baker) entered into a contract with the City of St Helena (City) to provide Civil Engineering Services for the Project. The approved amount for the original contract was \$461,813.00. The contract was amended in May 2017 for an additional \$144,557.80, and again in April 2018 for an additional \$234,624.00, which brought the total for the current contract value to **\$840,994.80**.

As noted above, since the date of the last amendment, Michael Baker and its subcontractors have been working closely with the City to obtain all of the permits and approvals required to put Phase 1 of the Project out to bid and prepare for construction to begin during the approved construction period. During that process, we have assisted the City on several tasks that were outside of the original and amended scope of work in an effort to meet the necessary deadlines and information requirements.

We have also exceeded the anticipated level of effort and budget for specific tasks, and we are now aware that there are new tasks that are required that were not included in either the original contract or two previous amendments.

As of May 30, 2019, the amount of additional services beyond the original budget totaled **\$64,043.77**. We will be submitting a revised invoice to you for \$8, 201.52, which will essentially cover the remaining approved budget.

As such, Michael Baker is now respectfully submitting this request for additional funds to cover the services provided in excess of the approved budget, plus additional funds to carry us through the completion of Phase 1 and the anticipated completion of Phase 2 of the Project. This letter summarizes the out of scope work provided, the additional work already performed beyond the approved scope and budget, and the future work required, and the estimated level of effort and budget we will need (including services provided by our sub-consultants) to bring the Project to completion.

Task 1: Project Management and Coordination

Future Work:

We are assuming regular meetings for the anticipated remaining 18 months to Project completion, including at least three (3) agency meetings and two meetings before the City Council (one at the finish of Phase 1 and one at the finish of Phase 2). The additional fees requested for these services is **\$16,680.00**.

Total Request for Additional Task 1 Services: \$16,680.00

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Task 3: Supplemental Field Topographic Survey

Michael Baker has utilized a sub-consultant (AR/WS) to provide general consulting, appraisal, appraisal review and acquisition services.

Work Completed

A significant amount of time has been spent working through project management issues, including coordination with the City's legal counsel, Spring Mountain Vineyard, SF Estuary, various agency staff and the City itself. Our consultant, Associated Right of Way Services, has incurred out-of-scope costs totaling \$10,615. By contract, MBI is allowed to add a 10% mark-up for sub-consultant charges. As a result, the additional fees needed to cover out-of-scope costs incurred is **\$11,676.00**.

Future work:

Michael Baker performed a survey of York Creek from May 30, 2017 to June 9, 2017. The fees incurred for this survey was \$22,817. Also, Michael Baker performed additional survey on July 11th and 12th and November 21st and 22nd of 2017 in order to tie the Project in to the State Plane Coordinate System. The Project was on an unknown datum, therefore this additional survey was required. From January 12th to 18th of 2018, Michael Baker surveyed the location of proposed sediment trap structures. Additional services may still be required to determine easement locations, including plats and legal descriptions, for two (2) temporary easements for a period of ten years, so that the sediment trap structures may be constructed and monitored in accordance with the Geomorphic Monitoring and Adaptive Management Plan (GMAMP). The survey utilized existing base topo prepared by Albion Surveyors in 2002. This topo did not tie in to existing coordinates and the base topo for the project area was prepared using a cut and paste/ rubber sheeting technique that does not meet professional survey standards. As a result, additional supplemental field survey will be required to provide accurate base mapping for the Phase 1 and Phase 2 plan sets, as well as provide accurate delineation of the parcel data for the easement agreements. The anticipated additional cost for this work is **\$26,545.00**.

Total Request for Additional Task 3 Services: \$38,221.00

Task 4: Geotechnical Investigation and Analysis

Future Work:

As part of the requirements set by the Regional Board for the Phase 1 401 Certification, a survey of the existing landslide areas and slumps in the Phase 1 project area downstream of the existing dam. This work was not included in either the original scope or the subsequent amendments. As a result, Michael Baker has contacted our sub-consultant (WRECO), and they have provided a scope and budget for this additional task. Including Michael Baker staff services and 10% sub mark-up, the total estimated fee for this work is **\$12,500.00**.

Total Request for Additional Task 4 Services: \$12,500.00

Tasks 11, 12, 13 and 14: Final Design, Plans, Specs and Estimates, Basis of Design Report

Work Completed:

Michael Baker has prepared a revised basis of design report delivered to the agencies in November 2018. Comments on the basis of design have been received and addressing these comments has required additional work beyond that anticipated in our scope. The total out-of-scope cost incurred to date for these additional services is **\$7,185.00**.

Future Work:

Based on agency comments, Michael Baker will prepare a revised basis of design report that is separated in to the Phase 1 and Phase 2 elements. Based on one unified set of comments from the responsible agencies, City and Spring Mountain Vineyard, Michael Baker will prepare two Final Basis of Design Reports, as well as completed (100%) sets of Plans, Specs, and Estimates (PS&E) for both the Phase 1 and Phase 2 elements. The total anticipated fees for these additional services is **\$24,400.00**.

Total Request for Additional Task 11, 12, 13, and 14 Services: \$31,585.00

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Task 18: Preparation/Processing of Regulatory Agency Applications

Work Completed:

The project required the following tasks as a result of the change in project scope to include separate permits for Phase 1 and for Phase 2:

- Assistance with preparation of 404 permits from USACE, including Section 7 and Section 106 consultation
- Additional biological assessments and agency coordination (USFWS, NMFS, CDFW) for sensitive species, including northern spotted owl, Red Legged Frog, Yellow Legged Frog, Steelhead, and other species
- Preparation and processing of the Incidental Take Permit through CDFW (on hold)
- Assistance with preparation of 401 certifications through RWQCB
- Assistance with County permits, including grading permits

The total fees for the out-of-scope work completed is **\$11,498.00**.

Future Work:

As a result of the increased footprint, Michael Baker will be required to conduct additional cultural resources studies within the increased Area of Potential Effects (APE). The fees for the additional studies required by the Corps is **\$13,700.00**. Stillwater Sciences has prepared a scope of work for up to five additional visual encounter surveys (up to three breeding surveys and two pre-construction surveys) for yellow-legged frogs, and biological monitoring for frogs and steelhead during construction of Phase 1. The anticipated fee for the required additional surveys is **\$18,500.00** and the anticipated fees for the required construction monitoring is **\$50,000.00**.

We will also likely need to conduct five additional visual encounter surveys (up to three breeding surveys and two pre-construction surveys) for yellow-legged frogs, and biological monitoring for frogs and steelhead during construction of Phase 2. The anticipated fee for the required additional surveys is **\$20,000.00** and the anticipated fees for the required construction monitoring is **\$50,000.00**.

In addition, Michael Baker (per the request made by CDFW in the draft 1602 LSAA), MBI will prepare a 10-year Restoration Monitoring and Adaptive Management Plan (RMAMP) that addresses restoration, enhancement, or creation of habitat for both fish and foothill yellow-legged frog (FYLF), including revegetation. The RMAMP shall be submitted to CDFW for review and approval at least 30 days prior to construction. Contents of the RMAMP shall include a description of habitats that are expected to be created as a result of sediment trap construction, qualitative success criteria for the large woody debris sediment traps, including a discussion on how many cubic yards of sediment each trap is expected to capture, and what types of aquatic habitat is expected to be created and for which species that are expected to benefit, as well as actions to be taken if sediment traps are not functioning as.

The RMAMP will require that all exposed/disturbed areas and access points within the riparian zone left barren of vegetation as a result of the construction activities are restored by seeding with a blend of native erosion control grass seed (seeded areas shall be mulched, and **Landscape fabric shall not be used**). Scheduling will be based on completing restoration activities as soon as possible after construction activities in those areas cease and seeding placed after October 31 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

The RMAMP will include a plan for the removal of trees in excess of 6-inches diameter at breast height. The tree removal approach and plan shall be submitted to CDFW at least 15 days prior to beginning project activities for CDFW review and approval. The RMAMP will include a plan identifying trees and species in excess of 6-inches diameter at breast height anticipated to be removed as part of Phase 1 and the replacement of trees removed at a minimum ratio of 1:1 with equivalent native stock.

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The RMAMP, inclusive of the tree removal and replacement approach, shall be completed and incorporated into the Phase 1 plans and specifications and be submitted to CDFW for their review and approval at least 30 days prior to construction. An emphasis will be made on prohibiting planting, seeding, or the otherwise introduction of invasive exotic plant species identified in the California Exotic Pest Plant Council database. Further, maintenance efforts defined in the RMAMP will include, but are not limited to, the eradication of invasive exotic species that may occur within the project area (both Phase 1 and Phase 2) throughout the 10-year monitoring and adaptive management period. The proposed fee for these services is **\$23,000.00**.

The anticipated total for future services is **\$175,200**.

Total Request for Additional Task 18 Services: \$186,698.00

Task 900: Direct Costs

Work Completed:

To date Michael Baker has incurred a total of \$12,382.82 in reimbursable direct costs. This leaves a remaining budget of \$367.18.

Future Work:

It is assumed an additional **\$3,500.00** will be required in direct costs.

Total Request for Additional Direct Costs: \$3,500.00

Summary

Based on the work completed and future work required, the total additional fees required for the Project through completion of construction are not-to-exceed **\$289,184.00** as presented in Table 1 (Exhibit B-3). This will take the approved budget for the project to a new not-to-exceed total of **\$1,130,178.80**, and we are respectfully asking for your approval of the requested budget amendment as described above.

If you have any questions or if you need additional information, please contact me directly at (916) 660-6683, or via john.moynier@mbakerintl.com.

Sincerely,



John Moynier, CEP, CFM
Project Manager
Michael Baker International
916-660-6683 (cell)
John.moynier@mbakerintl.com

Table 1, Fee Summary

Task number	Task Name	Previous Scope ¹	Out of Scope Costs	Future Scope	Total additional fees required ²
1	Project Management and Coordination	\$ -	\$ -	\$16,680.00	\$16,680.00
3	Supplemental Field Topographic Survey (Total)	\$ -	\$11,676.00	\$26,545.00	\$38,221.00
4	Geotechnical Investigation and Analysis	\$ -	\$ -	\$12,500.00	\$12,500.00
11, 12, 13 and 14	Final Design, BODR, PS&E and Structural Report	\$ -	\$7,185.00	\$24,400.00	\$31,585.00
18	Preparation/Processing of Regulatory Agency Applications	\$ -	\$11,498.00	\$175,200.00	\$186,698.00
ODCs	Other Direct Costs			\$3,500.00	\$3,500.00
	TOTAL	\$0.00	\$30,359. 00	\$ 258,825.00	\$289,184.00

Notes: 1. Previous scope based on April 21, 2018 Scope revisions
2. Total additional fees = Future scope + Out of scope costs – Previous Scope
3. Includes 10% subcontractor markup



City of St Helena
 Upper York Creek
 Ecosystem Restoration
 Project
 Original Agreement Dated:
 April 26, 2016
 Michael Baker Project #
 153371
 6/12/2019

Work Item Description	Original Contract	First Amendment	Second Amendment	Total Contract	Previously Billed	Balance Remaining	Current Invoice	New Balance Remaining	Proposed Third Amendment
PHASE I									
Task 1 Project Management	\$40,460.00	\$17,200.00	\$25,840.00	\$83,500.00	\$84,061.48	(\$561.48)	\$0.00	(\$561.48)	\$16,680.00
Task 2- Collect and Review Existing Plans and Reports	\$2,380.00	(\$562.50)	\$0.00	\$1,817.50	\$1,817.50	\$0.00	\$0.00	\$0.00	\$0.00
Task 3- Supplemental Field Topographic Survey, Plans and Legal, and Easement Services (ARWS)	\$11,600.00	\$0.00	\$84,352.00	\$95,982.00	\$32,754.25	\$63,227.75	\$0.00	\$63,227.75	\$38,221.00
Task 4- Geotechnical Investigation and Analysis (WRECO)	\$31,300.00	\$11,610.50	\$8,063.00	\$43,543.47	\$45,727.36	(\$2,183.89)	\$0.00	(\$2,183.89)	\$12,500.00
Task 5- Hydrology, Hydraulics, and Sedimentation (and Flood Hazard Modeling and Mapping) Analysis	\$10,900.00	\$126,258.30	\$8,720.00	\$160,443.30	\$170,944.38	(\$10,501.08)	\$0.00	(\$10,501.08)	\$0.00
Task 6- Design Evaluation and Value Engineering Analysis	\$5,440.00	(\$2,380.00)	\$0.00	\$3,060.00	\$3,060.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 7- Preliminary Design Report	\$10,770.00	\$5,080.00	\$11,000.00	\$15,850.00	\$15,588.98	\$261.02	\$0.00	\$261.02	\$0.00
Task 8- Updated 65% Improvement Plans	\$56,600.00	\$0.00	\$0.00	\$57,092.50	\$57,092.50	\$0.00	\$0.00	\$0.00	\$0.00
Task 9- Soil Disposal Site Evaluation and preliminary Grading Plans	\$20,290.00	\$0.00	\$0.00	\$20,290.00	\$20,295.00	(\$5.00)	\$0.00	(\$5.00)	\$0.00
Phase 1 Sub-Total	\$189,740.00	\$157,206.30	\$137,975.00	\$481,578.77	\$431,341.45	\$50,237.32	\$0.00	\$50,237.32	\$67,401.00
PHASE II									
Task 10- 95% Channel Improvement Plans	\$36,570.00	(\$12,210.00)	\$0.00	\$31,790.03	\$63,000.00	(\$31,209.97)	\$0.00	(\$31,209.97)	\$0.00
Task 11- Specifications and Cost Estimates	\$26,300.00	(\$9,750.00)	\$0.00	\$16,550.00	\$15,634.50	\$915.50	\$0.00	\$915.50	\$0.00
Task 12- Structural Design Report	\$12,190.00	\$0.00	\$0.00	\$12,190.00	\$9,065.00	\$3,125.00	\$910.00	\$2,215.00	\$0.00
Task 13- Final Basis of Design Report	\$5,510.00	\$0.00	\$0.00	\$5,510.00	\$7,855.00	(\$2,345.00)	\$0.00	(\$2,345.00)	\$0.00
Task 14- Final (100%) Improvement Plans	\$10,235.00	(\$3,035.00)	\$0.00	\$7,200.00	\$6,550.00	\$650.00	\$0.00	\$650.00	\$31,585.00
Task 15- Construction Support	\$48,580.00	(\$22,740.00)	\$0.00	\$25,840.00	\$5,465.00	\$20,375.00	\$0.00	\$20,375.00	\$0.00
Task 16- Lower York Creek Monitoring and Management Program	\$36,610.00	\$0.00	\$0.00	\$36,610.00	\$51,045.00	(\$14,435.00)	\$0.00	(\$14,435.00)	\$0.00
Task 17- Delineation of Jurisdictional Waters	\$8,382.00	\$0.00	\$0.00	\$9,833.25	\$26,755.75	(\$16,922.50)	\$0.00	(\$16,922.50)	\$0.00
Task 18- Preparation/ Processing of Regulatory Agency Applications	\$63,946.00	\$41,450.00	\$90,849.00	\$188,276.50	\$192,091.43	(\$3,814.93)	\$7,287.50	(\$11,102.43)	\$186,698.00
Task 19- Environmental Compliance and EIR Addendum	\$16,800.00	(\$3,933.75)	\$0.00	\$12,866.25	\$12,864.25	\$2.00	\$0.00	\$2.00	\$0.00
Task 20 (900)- ODCs	\$6,950.00	(\$2,429.75)	\$5,800.00	\$12,750.00	\$11,105.03	\$1,644.97	\$4.02	\$1,640.95	\$3,500.00
Phase 2 Sub-Total	\$272,073.00	(\$12,648.50)	\$96,649.00	\$359,416.03	\$401,430.96	(\$42,014.93)	\$8,201.52	(\$50,216.45)	\$221,783.00
Total	\$461,813.00	\$144,557.80	\$234,624.00	\$840,994.80	\$832,772.41	\$8,222.39	\$8,201.52	\$20.87	\$289,184.00
Amended Total	\$461,813.00	\$606,370.80	\$840,994.80	\$840,994.80	\$832,772.41	\$8,222.39	\$8,201.52	\$20.87	\$1,130,178.80

CITY OF ST. HELENA

RESOLUTION No. 201+-

Resolution authorizing the City Manager to execute Amendment No. 3 in the amount of \$289,184 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a total not to exceed amount of \$1,130,178.80

RECITALS

- A. The City of St. Helena previously entered into a Professional Services Agreement with Michael Baker International in an amount not to exceed \$461,813 for design and engineering services for the Upper York Creek Dam Removal Project; and
- B. On May 23, 2017, City Council authorized Amendment No. 1 in the amount of \$144,557.80 for altering project elements, adding work scope for hydrology, hydraulics, cultural resources report update, and sediment flow among other project tasks; and
- C. On May 8, 2018, City Council authorize Amendment No. 2 in the amount of \$234,624 to provide additional engineering, right of way, and environmental services among other project tasks; and
- D. Michael Baker International needs to provide for additional unforeseen environmental studies in order to meet regulatory permit requirements, resolve survey discrepancies associated with right of way, and engineering services during the design and permitting phase of the project; and
- E. City staff has negotiated Amendment No. 3 with Michael Baker International in the amount of \$289,184 to provide additional engineering, right of way, and environmental services for the project. The total amended not to exceed amount of the agreement will be \$1,130,178.80; and
- F. The City has committed to the removal of the Upper York Creek Dam via Resolution 2017-50; and

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Michael Baker International for the Upper York Creek Dam Removal Project, for a not to exceed amount of \$289,184. The total amended not to exceed amount of the agreement will be \$1,130,178.80.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafofoulous, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: Old Business

Subject: **Presentation by Del Rio Advisors, LLC on General Fund Debt Options and Capacity**

CEQA **Not a CEQA project**
Determination:

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At the June 25, 2019, City Council Meeting, the City Council provided direction to evaluate the City's debt capacity, funding options, and revenue sources to fund various civic capital projects including, but not limited to, improvements, maintenance, and new facilities.

DISCUSSION

Following the June 25, 2019, City Council direction, the City entered into a new Professional Services Agreement with Del Rio Advisors, LLC (Ken Dieker) to begin an in depth analysis on the General Fund's debt capacity as well as funding strategies.

Ken Dieker has prepared a presentation for the City Council containing the following: (1) a description of the various funding options available and the pros and cons of each option, (2) the current debt capacity for the General Fund to issue lease revenue bonds based on the value of the assets and the available dollars of the General Fund to pay debt service, (3) sample tax rates for the issuance of various general obligation bond scenarios, and (4) sequence and/or timing of events for debt issuance.

Additionally, Ken will be reviewing the City's Long Range Financial Forecast (LRFF) to see if there are any items that can be changed/improved upon, provide an analysis on how to manager CalPERS expenses, review the City's reserve policy and comment as

necessary, propose a comprehensive plan ("Plan") to fund construction, rehabilitation, and/or maintenance of City-owned facilities, prepare a written document reflecting the Plan and adjust as necessary after review by the subcommittee and City Council, and, upon request, attend other City Council meetings and subcommittee meetings as needed.

FISCAL IMPACT

The agreement entered into with Del Rio Advisors, LLC is based off of an hourly rate of \$175 per hour with a total fee capped at \$25,000, inclusive of all hours and standard expenses. Funds for this agreement are available in the FY 2019-20 Adopted Operations Budget. This agreement is in effect until December 31, 2021 and can be terminated by either party with 30 days written notice.

RECOMMENDED ACTION

Receive and file presentation by Del Rio Advisors, LLC.

ATTACHMENTS

[St. Helena Capital Financing Plan \(v1.0\)](#)

City of St. Helena

Financing Options for Capital Improvement Projects

July 23, 2019



 **DRALLC**
Del Rio Advisors, LLC

Debt Limit in the California Constitution

Article XVI, Section 18 of the State Constitution (“the Debt Limit”)

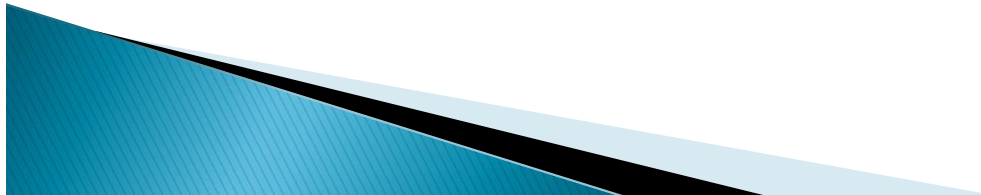
- ▶ California public agencies can only borrow with 2/3rds vote of the electorate with three (3) exceptions:
 - Offner-Dean Lease Exception (Leases)
 - Special Fund Doctrine (water and sewer)
 - Obligations Imposed by Law (pension bonds and judgments)
- ▶ Public agencies can borrow from pooled cash to fund operations during the fiscal year but must repay by the end of the fiscal year or create illegal indebtedness

Long Range Financial Planning

- ▶ CalPERS costs are skyrocketing
 - Expected to double between now and 2022 to 2024
 - Expected to improve slowly after this period
 - Only assumes current 7.50% down to 7.00% but will increase significantly with additional change to a lower actuarial rate
 - The actuarial rate almost does not matter since really depends on actual returns which have been less than stellar because of:
 - Lack of investment vehicles
 - More conservative investment policies
- ▶ Already starting to see pension and OPEB costs pinching out services and funding for capital projects
- ▶ Agencies needs to do a minimum ten (10) year financial forecast of the “General Fund and friends” to plan for cost increases and to pick up changes over the entire plan period

Available Financing Options

- General Fund Lease Financing
 - Sales Tax (GF Lease Financing)
 - Parcel Tax
- General Obligation Bonds
- Land-Secured
 - Assessment Bonds
 - Mello-Roos Bonds (Special Tax Bonds)
- Infrastructure Financing Districts
- Obligations Imposed by Law



General Fund Lease Financing

- ▶ Uses lease-leaseback structure with third-party entity generally a joint powers authority “JPA” of the local agency aka public financing authority “PFA”
 - Lease an asset to the PFA and lease it back with payments equivalent to debt service on the bonds
 - Issuer covenants to appropriate annual lease payments from General Fund
 - Lease subject to abatement if no longer have “use and occupancy” of the asset
 - Lease cannot be accelerated
 - Lease payments must equal “fair rental value”
- ▶ Not subject to constitutional debt limits per Offner-Dean Lease Exception

General Fund Lease Financing Advantages and Disadvantages

- ▶ Advantage:
 - No voter approval required

- ▶ Disadvantages:
 - Requires unencumbered leasable assets
 - Lease term cannot exceed useful life of the improvements
 - Increases General Fund debt burden

- ▶ Other Considerations:
 - Total interest cost based on underlying rating of the General Fund
 - Value of leased assets must exceed amount of the borrowing
 - New project funded by bonds can be leased asset but requires either capitalized interest or asset transfer
 - Investors consider the value and essentiality of the leased assets

Possible Leased Assets

CJPRMA Site Name	CJPRMA Location Name	Address	Construction	Year Built	Sq. Ft.	Insured Value
CITY HALL/LYMAN PARK	CITY HALL	1480 MAIN STREET	Joisted Masonry	1955	11,411	3,040,000
LIBRARY	LIBRARY	1492 LIBRARY LANE	Frame	1978	14,445	3,188,000
CARNEGIE	CARNEGIE BUILDING	1360 OAK AVENUE	Joisted Masonry	1906	4,218	1,262,000
CORPORATION YARD	SHOP OFFICE BUILDING	1405 CHARTER OAK STREEET	Frame	1955	2,046	523,000
CORPORATION YARD	MECHANIC OFFICE BUILDING	1405 CHARTER OAK STREEET	Frame	1984	600	205,000
CORPORATION YARD	MAIN OFFICE BUILDING	1405 CHARTER OAK STREEET	Frame	2006	1,440	330,000
FIRE STATION	FIRE STATION #17	1500 MAIN STREET	Frame	1998	15,463	3,708,000
WATER TREATMENT PLANT	CONTROL BUILDING	410 CRYSTAL SPRINGS ROAD	Joisted Masonry	1982	2,445	923,000
WATER TREATMENT PLANT	WATER TANK	410 CRYSTAL SPRINGS ROAD	Unknown	1980		1,356,000
WASTEWATER TREATMENT PLANT	OFFICE/CONTROL BUILDING	1 THOMANN LANE	Masonry Non-Combustible	1965	680	923,000
WASTEWATER TREATMENT PLANT	MAINTENANCE BUILDING	1 THOMANN LANE	Non-Combustible	1985	1,352	178,000
SCOUT HALL	SCOUT HALL	1515 RAILROAD AVENUE	Frame	1885	3,180	420,000
SPRING MOUNTAIN TANK II	WATER TANK	2550 SPRING MOUNTAIN ROAD	Unknown	1994		2,086,000
STONE BRIDGE WELL	WATER TANK	99 POPE STREET	Unknown	1991		125,000
RAILROAD AVENUE BUILDING	OFFICE BUILDING A	1572 RAILROAD AVENUE	Frame	1969	4,560	985,000
RAILROAD AVENUE BUILDING	TEEN BILLIARDS	1572 RAILROAD AVENUE	Frame	1969	1,540	312,000
RAILROAD AVENUE BUILDING	TEEN CENTER (OFFICE)	1572 RAILROAD AVENUE	Frame	1969	1,477	363,000
CRANE PARK	HEADSTART BUILDING	SOUTH CRANE STREET NEAR GRAYSON	Frame	1968	1,550	284,000
SIGNORELLI	SIGNORELLI BARN	POPE STREET AT CHILES AVENUE	Frame	1864	2,623	256,000
HOLMES TANK	WATER TANK	HOLMES	Unknown			350,000
MEADOWOOD TANKS	WATER TANK	MEADOWOOD	Unknown			130,000
MEADOWOOD TANKS	WATER TANK	MEADOWOOD	Unknown			130,000
MEADOWOOD TANKS	WATER TANK	MEADOWOOD	Unknown			130,000
					Total	21,207,000

Sales Tax and Parcel Tax

▶ Sales Tax

- Requires legislative approval to authorize the direct issuance of sales tax revenue bonds. Otherwise, must use lease financing to secure the financing and use sales tax as the internal source of repayment.
 - Special Tax: requires 2/3rds voter approval
 - General Tax: requires 50% +1 simple majority approval

▶ Parcel Tax

- The parcel tax is considered a special tax requiring 2/3rds voter approval. No legislative authority for the direct issuance of bonds secured only by a voter approved parcel tax. May use lease financing to secure the financing and use the parcel tax as the internal source of repayment

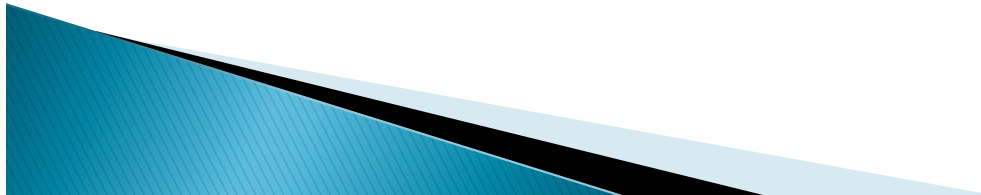
Note: A parcel tax must be the same amount per parcel unless voted on for police and fire service where you can charge different amounts for residential, industrial and commercial

General Obligation Bonds

- ▶ The most conventional form of municipal financing
- ▶ Cities can issue up to 3.75% of their Assessed Value in GO Bonds
- ▶ Annual tax levied on property tax roll in proportion to total assessed property values
- ▶ Requires a 2/3rds voter approval
 - Voters approve total bond authorization and use of proceeds, not tax rate or annual payment
- ▶ Tax rate is calculated each year around July and based on annual debt service divided by total assessed value for that fiscal year

Note

Level debt service causes declining tax rate per \$100,000 of assessed value and escalating debt service can create an essentially level tax rate each year per \$100,000 of assessed value



General Obligation Bonds

Advantages and Disadvantages

► Advantages:

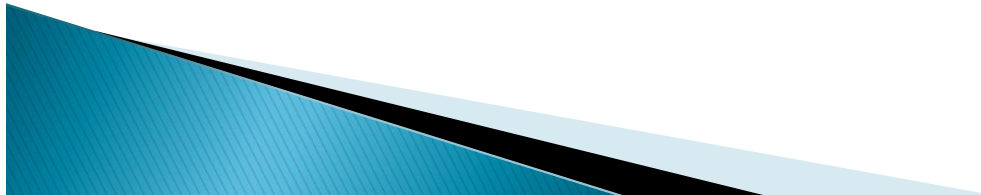
- Broad-based support for public improvements
- Highest rating and lowest interest cost due to ad valorem security and unlimited tax pledge
- Generates new revenue source to repay debt
- No reserve fund required as this is the most secure form of municipal debt
- Taxes based off of assessed value, not market value
- No annual administration as debt service collected by the County and sent directly to the Trustee to pay investors

► Disadvantages:

- Time, expense and uncertain outcome of the election
- Property tax increase
- Adjacent homes may have different annual taxes depending on when property was purchased
- No ability for property owner to prepay tax obligation
- Cannot fund equipment, maintenance or other projects not defined as capital improvements

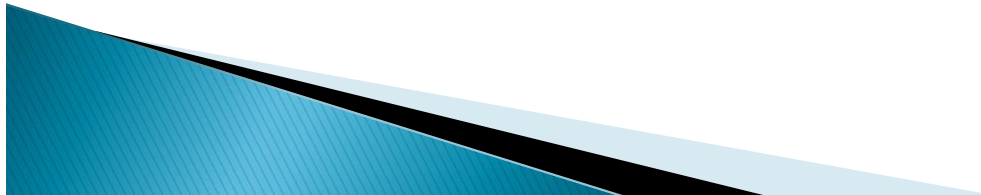
Land Secured (Assessment/Special Taxes)

- ▶ Public agency sponsors creation of special district
- ▶ Property owners agree to put lien or special taxes on their property tax bill
- ▶ Security interest is ultimately the property and not the individual
- ▶ Subject to judicial foreclosure and ultimate tax sale if delinquencies not cured



Assessment Bonds

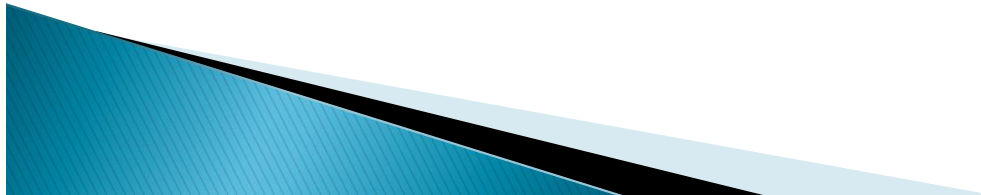
- ▶ Assessment on property is based on benefit to each property
- ▶ Requires an Engineer's Report that calculates specific benefit to each property in a defined benefit area
- ▶ Usually used for specific areas, particularly new large developments



Assessment Bonds

Advantages and Disadvantages

- ▶ Advantages
 - Property owner vote
 - Minority Protest rules apply (no 2/3rds vote required)
 - Simple majority or lack of a significant protest at public hearings
 - Direct connection between project and benefit to each parcel
 - Bonds can be rated and/or insured if more than 500 units and 100% developed
 - Primarily used statewide for flood protection (SJAFCFA, WSAFCFA)
- ▶ Disadvantages
 - Engineer's report may determine that there are "general benefits" that must be paid for by the City
 - Benefit spread may generate perceived inequities between property owners
 - Difficult to calculate special benefit for City-wide capital improvements



Mello-Roos Bonds

- ▶ City creates taxing district – the Community Facilities District (“CFD”)
- ▶ Election will be from registered voters in the CFD, with 2/3rds approval
- ▶ The City must hire a firm to develop a Rate & Method of Apportionment (“RMA”)
- ▶ Usually used for specific areas, particularly new large developments

Mello-Roos Bonds

Advantages and Disadvantages

- ▶ Advantages
 - Homes could be taxed at one fixed special tax
 - Commercial/Retail could be taxed based on improved square footage or other method to spread the taxes
 - Bonds can be sold in series to fund capital improvements
 - Taxes can be used for pay-as-you-go (“PAYGO”) projects with proceeds available for services and/or ongoing maintenance
 - Bonds can be rated and/or insured if more than 500 units and 100% developed
- ▶ Disadvantages
 - Subject to registered voter approval – not property owners
 - Negative “Mello-Roos” connotation for homeowners when buying or selling a property



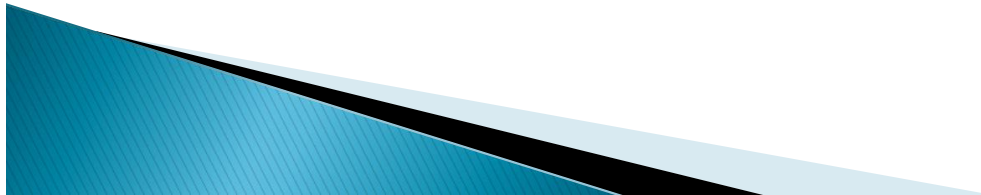
Comparison of Land-Secured Districts

	<u>Community Facilities District (CFD)</u>	<u>Assessment District (AD)</u>
Statute:	Mello Roos	1915 Act/1913 Act
Security:	Annual special tax on property tax roll	Annual assessment on property tax roll
Vote:	2/3rds vote *	50%+ weighted by assessment
Scope:	Capital projects and maintenance	Capital projects with "specific benefit" only
Tax spread:	"Reasonable" spread of costs	Spread must be proportional based on <i>benefit</i>
Lien on Land:	Dynamic, can change as development proceeds	Fixed Assessment Lien

* By electorate if 12 or more registered voters; otherwise, by landowners weighted by acreage

Infrastructure Financing Districts (CFD / RPTTF)

- ▶ Conceptually similar to redevelopment agencies
- ▶ IFDs can receive/securitize a portion of incremental tax growth within a district
- ▶ Statutory authority since 1990
- ▶ Limited use thus far and no bonds issued to date
- ▶ SB 628 “Enhanced IFDs” expands powers and lowers voter approval for bonds



Infrastructure Financing Districts Considerations

- ▶ Limited Revenue Stream
 - Limited to share of base 1% property tax revenues of city, county or special district that opts in
 - Excludes amounts due to schools
 - No revenue until growth occurs
 - May be limited geographic area with concentrated tax base
- ▶ Most Likely Applicability:
 - Generally used with large tracts of undeveloped property
 - Generally used in combination with other tools, like a CFD or issuers share of RPTTF which increases over time as Successor Agency debt is paid down
 - Issuers with a large share of 1% property tax rate
- ▶ Voting Requirements
 - Original IFD 2/3rds, IRFD 2/3rds, EIFD None (55% for Bonds)



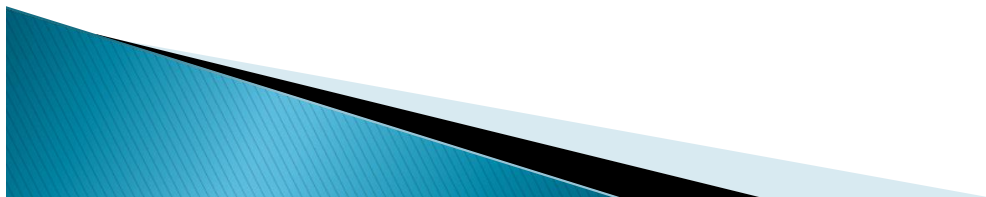
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 - Money is deposited from the taxable issuance into the pension fund
 - If pension fund returns more than the bond rate, then the issuer can realize budgetary savings
 - If return falls short, bond rate is locked and unfunded liability continues to climb “timing is everything”
 - Prior issues had a promise to pay but, since the Stockton and San Bernardino impairment of POBs in bankruptcy, the market now requires lease structure with security interest in a leased asset

Summary of Tools

General Obligation Bonds	Revenue Bonds	Land Secured Bonds	Infrastructure Financing District	Revenue Bonds	Obligations Imposed by Law
"Full Faith and Credit of the Issuer"	Annual Budget and Appropriation and "Promise to Pay"	Special Tax or Assessment Levied on the Property Tax Bill	Issuers Property Tax Share	Net Revenue Pledge	Annual Budget and Appropriation and "Promise to Pay"
Property Tax Roll	Secured by Issuers General Fund and Lease Asset	Land Value Through Foreclosure	Incremental Tax Revenue Over Base Year	Ability to Raise Rates and Charges under Proposition 218	Secured by Issuers General Fund and Leased Asset
2/3rds Voter Threshold	Approved by Legislative Body	Property Owner Consent or Vote (Assessment 50%+1 or Special Tax 2/3rds)	Original IFD 2/3rds, IRFD 2/3rds, EIFD None (55% for Bonds)	Approved by Legislative Body after Rate Adoption	Approved by Legislative Body after Validation

Illustrative Examples



Comparison of Financing Options

(Respective Option Nets \$20,000,000 for Capital Improvements)

Options	Par Amount	Average Interest Rate	COI	UWD, INS, Surety	Credit	DSRF	Annual DS	Total DS
G.O. Bonds (Series 2020, 25 Year)	\$10,495,000	4.500	\$150,000	\$100,000	Insured	N/A	\$724,307	\$17,383,375
G.O. Bonds (Series 2022, 25 Year)	\$5,325,000	4.500	\$150,000	\$50,000	Insured	N/A	\$367,141	\$8,811,375
G.O. Bonds (Series 2024, 25 Year)	\$5,325,000	4.500	\$150,000	\$50,000	Insured	N/A	\$367,141	\$8,811,375
Totals	\$21,145,000		\$450,000	\$200,000			\$1,458,589	\$35,006,125

Lease Revenue Bonds (15 Year)	\$20,815,000	4.000	\$250,000	\$208,150	Insured	Surety	\$1,872,055	\$28,081,800
Lease Revenue Bonds (20 Year)	\$20,845,000	4.500	\$250,000	\$208,450	Insured	Surety	\$1,602,267	\$32,048,425
Lease Revenue Bonds (25 Year)	\$20,880,000	4.750	\$250,000	\$208,800	Insured	Surety	\$1,444,403	\$36,113,250
Lease Revenue Bonds (30 Year)	\$20,925,000	5.000	\$250,000	\$209,250	Insured	Surety	\$1,361,192	\$40,833,500

Lease Revenue Bonds (15 Year) (*)	\$22,700,000	4.000	\$250,000	\$227,000	Insured	Surety	\$2,273,246	\$29,552,200
Lease Revenue Bonds (20 Year) (*)	\$22,990,000	4.500	\$250,000	\$229,900	Insured	Surety	\$1,890,672	\$34,032,100
Lease Revenue Bonds (25 Year) (*)	\$23,160,000	4.750	\$250,000	\$231,600	Insured	Surety	\$1,676,820	\$38,566,863
Lease Revenue Bonds (30 Year) (*)	\$23,345,000	5.000	\$250,000	\$233,450	Insured	Surety	\$1,566,991	\$43,875,750

Note

(*) Assumes two years of capitalized interest pays debt service in 2021 and 2022

Assumptions Using GO Bonds

2018-19 AV is \$2,303,468,000

Assumptions:

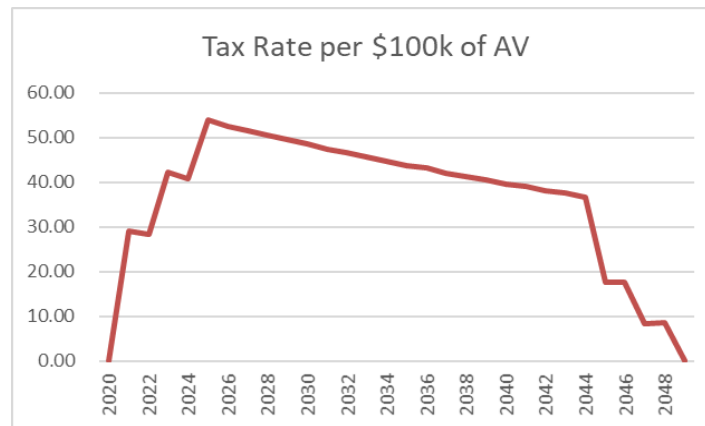
- ▶ 2 % annual increase in AV starting in 2018-19 with \$2,349,537,360
- ▶ 25 year maturity at 4.50%
- ▶ Level debt service where any increase in AV will lower the tax rate
- ▶ \$10,000,000 issued in year one and \$5,000,000 issued in year three and year five (proceeds have to be spent in 3 years for tax law purposes)
- ▶ Assumes current interest bonds, no capital appreciation bonds (would require further discussion)

Estimated Tax Rate Impact per \$100,000 of AV

Assumes \$20 million Authorization

One \$10,000,000 Bond Issue (2020)
Two \$5,000,000 Bond Issues (2022, 2024)

2020-21 Tax rate \$29.14
Maximum Tax rate \$54.00



Estimated Assessed Value Test

Tax Year	Projected Secured Tax Roll (After Delinqu.)	Principal Series A	Principal Series B	Principal Series C	Total Principal	Outstanding Bonds as Percentage of Secured AV
2019	2,303,468,000	-	-	-	-	0.00%
2020	2,349,537,360	10,495,000.00	-	-	10,495,000.00	0.45%
2021	2,396,528,107	10,495,000.00	-	-	10,495,000.00	0.44%
2022	2,444,458,669	10,255,000.00	5,325,000.00	-	15,580,000.00	0.64%
2023	2,493,347,843	9,990,000.00	5,325,000.00	-	15,315,000.00	0.61%
2024	2,543,214,800	9,715,000.00	5,195,000.00	5,325,000.00	20,235,000.00	0.80%
2025	2,594,079,096	9,430,000.00	5,060,000.00	5,325,000.00	19,815,000.00	0.76%
2026	2,645,960,677	9,130,000.00	4,920,000.00	5,195,000.00	19,245,000.00	0.73%
2027	2,698,879,891	8,815,000.00	4,775,000.00	5,060,000.00	18,650,000.00	0.69%
2028	2,752,857,489	8,485,000.00	4,620,000.00	4,920,000.00	18,025,000.00	0.65%
2029	2,807,914,639	8,140,000.00	4,460,000.00	4,775,000.00	17,375,000.00	0.62%
2030	2,864,072,931	7,780,000.00	4,295,000.00	4,620,000.00	16,695,000.00	0.58%
2031	2,921,354,390	7,405,000.00	4,120,000.00	4,460,000.00	15,985,000.00	0.55%
2032	2,979,781,478	7,015,000.00	3,940,000.00	4,295,000.00	15,250,000.00	0.51%
2033	3,039,377,107	6,605,000.00	3,750,000.00	4,120,000.00	14,475,000.00	0.48%
2034	3,100,164,650	6,180,000.00	3,550,000.00	3,940,000.00	13,670,000.00	0.44%
2035	3,162,167,943	5,735,000.00	3,340,000.00	3,750,000.00	12,825,000.00	0.41%
2036	3,225,411,301	5,270,000.00	3,125,000.00	3,550,000.00	11,945,000.00	0.37%
2037	3,289,919,527	4,780,000.00	2,900,000.00	3,340,000.00	11,020,000.00	0.33%
2038	3,355,717,918	4,270,000.00	2,665,000.00	3,125,000.00	10,060,000.00	0.30%
2039	3,422,832,276	3,740,000.00	2,420,000.00	2,900,000.00	9,060,000.00	0.26%
2040	3,491,288,922	3,185,000.00	2,160,000.00	2,665,000.00	8,010,000.00	0.23%
2041	3,561,114,700	2,605,000.00	1,890,000.00	2,420,000.00	6,915,000.00	0.19%
2042	3,632,336,994	1,995,000.00	1,610,000.00	2,160,000.00	5,765,000.00	0.16%
2043	3,704,983,734	1,360,000.00	1,315,000.00	1,890,000.00	4,565,000.00	0.12%
2044	3,779,083,409	695,000.00	1,005,000.00	1,610,000.00	3,310,000.00	0.09%
2045	3,854,665,077	-	685,000.00	1,315,000.00	2,000,000.00	0.05%
2046	3,931,758,379	-	350,000.00	1,005,000.00	1,355,000.00	0.03%
2047	4,010,393,546	-	-	685,000.00	685,000.00	0.02%
2048	4,090,601,417	-	-	350,000.00	350,000.00	0.01%

City of St. Helena

Financing Capital Improvement Projects

July 23, 2019



 DRALLC
Del Rio Advisors, LLC

Debt Limit in the California Constitution

Article XVI, Section 18 of the State Constitution (“the Debt Limit”)

- ▶ California public agencies can only borrow with 2/3rds vote of the electorate with three (3) exceptions:
 - Offner-Dean Lease Exception (Leases)
 - Special Fund Doctrine (water and sewer)
 - Obligations Imposed by Law (pension bonds and judgments)
- ▶ Public agencies can borrow from pooled cash to fund operations during the fiscal year but must repay by the end of the fiscal year or create illegal indebtedness

Long Range Financial Planning

- ▶ CalPERS costs are skyrocketing
 - Expected to double between now and 2022 to 2024
 - Expected to improve slowly after this period
 - Only assumes current 7.50% down to 7.00% but will increase significantly with additional change to a lower actuarial rate
 - The actuarial rate almost does not matter since really depends on actual returns which have been less than stellar because of:
 - Lack of investment vehicles
 - More conservative investment policies
- ▶ Already starting to see pension and OPEB costs pinching out services and funding for capital projects
- ▶ Agencies needs to do a minimum ten (10) year financial forecast of the “General Fund and friends” to plan for cost increases and to pick up changes over the entire plan period

General Fund Lease Financing

- ▶ Not subject to constitutional debt limits per Offner-Dean Lease Exception
- ▶ Lease-Leaseback structure with third-party entity generally a joint powers authority “JPA” of the local agency aka public financing authority “PFA”
 - Lease an asset to the PFA and lease it back with payments equivalent to debt service on the bonds
 - Issuer covenants to appropriate annual lease payments from General Fund
 - Lease subject to abatement if no longer have “use and occupancy” of the asset
 - Lease cannot be accelerated
 - Lease payments must equal “fair rental value”

General Fund Lease Financing

Advantages and Disadvantages

- ▶ Advantage:
 - No voter approval required
- ▶ Disadvantages:
 - Requires unencumbered leasable assets
 - Lease term cannot exceed useful life of the improvements
 - Increases General Fund debt burden
- ▶ Other Considerations:
 - Total interest cost based on underlying rating of the General Fund
 - Value of leased assets must exceed amount of the borrowing
 - New project funded by bonds can be leased asset but requires capitalized interest until have “use and occupancy” after completion
 - Investors consider the value, essentiality and physical condition of the leased assets
 - Age of asset
 - Current physical condition and maintenance
 - Earthquake retrofit

List of Possible Leased Assets

CJPRMA Site Name	CJPRMA Location Name	Year Built	Sq. Ft.	Insured Value
CITY HALL/LYMAN PARK	CITY HALL	1955	11,411	3,040,000
LIBRARY	LIBRARY	1978	14,445	3,188,000
CARNEGIE	CARNEGIE BUILDING	1906	4,218	1,262,000
CORPORATION YARD	SHOP OFFICE BUILDING	1955	2,046	523,000
CORPORATION YARD	MECHANIC OFFICE BUILDING	1984	600	205,000
CORPORATION YARD	MAIN OFFICE BUILDING	2006	1,440	330,000
FIRE STATION	FIRE STATION #17	1998	15,463	3,708,000
WATER TREATMENT PLANT	CONTROL BUILDING	1982	2,445	923,000
WATER TREATMENT PLANT	WATER TANK	1980		1,356,000
WASTEWATER TREATMENT PLANT	OFFICE/CONTROL BUILDING	1965	680	923,000
WASTEWATER TREATMENT PLANT	MAINTENANCE BUILDING	1985	1,352	178,000
SCOUT HALL	SCOUT HALL	1885	3,180	420,000
SPRING MOUNTAIN TANK II	WATER TANK	1994		2,086,000
STONE BRIDGE WELL	WATER TANK	1991		125,000
RAILROAD AVENUE BUILDING	OFFICE BUILDING A	1969	4,560	985,000
RAILROAD AVENUE BUILDING	TEEN BILLIARDS	1969	1,540	312,000
RAILROAD AVENUE BUILDING	TEEN CENTER (OFFICE)	1969	1,477	363,000
CRANE PARK	HEADSTART BUILDING	1968	1,550	284,000
SIGNORELLI	SIGNORELLI BARN	1864	2,623	256,000
HOLMES TANK	WATER TANK			350,000
MEADOWOOD TANKS	WATER TANK			130,000
MEADOWOOD TANKS	WATER TANK			130,000
MEADOWOOD TANKS	WATER TANK			130,000

Total **\$21,207,000**

Notes:

- (1) Investors consider the value, essentiality and physical condition of the leased assets
- (2) Enterprise fund assets are possible to lease but creates legal issues in the event of default so generally avoid using them

Estimated General Fund Lease Financing Capacity

CJPRMA Site Name	CJPRMA Location Name	Year Built	Sq. Ft.	Insured Value
CITY HALL/LYMAN PARK	CITY HALL	1955	11,411	3,040,000
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FIRE STATION	FIRE STATION #17	1998	15,463	3,708,000
Total				\$12,051,000

- ▶ Lease financing capacity based on total insured value of leased assets that must be essential, good physical condition or earthquake retrofit
 - \$12 million current capacity based on revised list
 - \$9 million if going to replace city hall in current location
- ▶ If going to construct new asset on same location, then must fund interest during construction aka “capitalized interest”
 - Cannot make lease payments until have “use and occupancy”
 - Capitalized interest increases bond issue size or reduces capacity to fund projects given total cap on insured value of the leased assets

Sales Tax and Parcel Tax

▶ Sales Tax

- Requires legislative approval to authorize the direct issuance of sales tax revenue bonds. Otherwise, must use lease financing to secure the financing and use the sales tax as the internal source of repayment.
 - Special Tax: requires 2/3rds voter approval
 - General Tax: requires 50% +1 simple majority approval

▶ Parcel Tax

- The parcel tax is considered a special tax requiring 2/3rds voter approval. No legislative authority for the direct issuance of bonds secured only by a voter approved parcel tax. Must use lease financing to secure the financing and use the parcel tax as the internal source of repayment

Note:

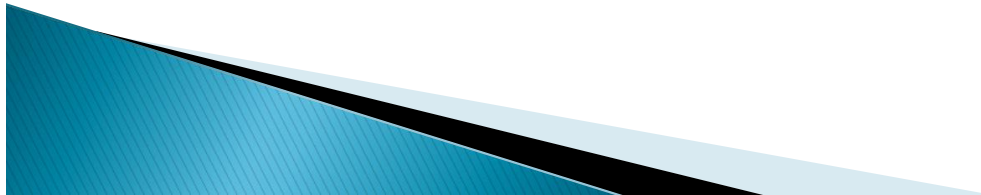
A parcel tax must be the same amount per parcel unless voted on for police and fire service where you can charge different amounts for residential, industrial and commercial

General Obligation Bonds

- ▶ The most conventional form of municipal financing
- ▶ Cities can issue up to 3.75% of their Assessed Value in GO Bonds
- ▶ Annual tax levied on property tax roll in proportion to total assessed property values
- ▶ Requires a 2/3rds voter approval
 - Voters approve total bond authorization and use of proceeds, not tax rate or annual payment
- ▶ Tax rate is calculated each year around July and based on annual debt service divided by total assessed value for that fiscal year

Note

Level debt service causes declining tax rate per \$100,000 of assessed value and escalating debt service can create an essentially level tax rate each year per \$100,000 of assessed value



General Obligation Bonds

Advantages and Disadvantages

► Advantages:

- Broad-based support for public improvements
- Highest rating and lowest interest cost due to ad valorem security and unlimited tax pledge
- Generates new revenue source to repay debt
- No reserve fund required as this is the most secure form of municipal debt
- Taxes based off of assessed value, not market value
- No annual administration as debt service is collected by the County and sent directly to the Trustee to pay investors

► Disadvantages:

- Time, expense and uncertain outcome of the election
- Property tax increase
- Adjacent homes may have different annual taxes depending on when property was purchased
- No ability for property owner to prepay tax obligation
- Cannot fund equipment, maintenance or other projects not defined as capital improvements

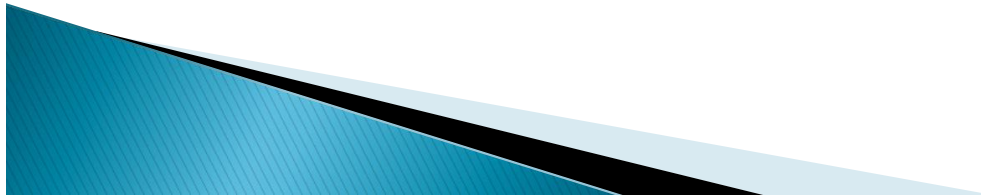
Comparison of Land-Secured Districts

	<u>Community Facilities District (CFD)</u>	<u>Assessment District (AD)</u>
Statute:	Mello Roos	1915 Act/1913 Act
Security:	Annual special tax on property tax roll	Annual assessment on property tax roll
Vote:	2/3rds vote *	50%+ weighted by assessment
Scope:	Capital projects and maintenance	Capital projects with "specific benefit" only
Tax spread:	"Reasonable" spread of costs	Spread must be proportional based on <i>benefit</i>
Lien on Land:	Dynamic, can change as development proceeds	Fixed Assessment Lien

* By electorate if 12 or more registered voters; otherwise, by landowners weighted by acreage

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 - Excludes amounts due to schools
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 - Issuers with a large share of 1% property tax rate
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 - Original IFD 2/3rds, IRFD 2/3rds, EIFD None (55% for Bonds)

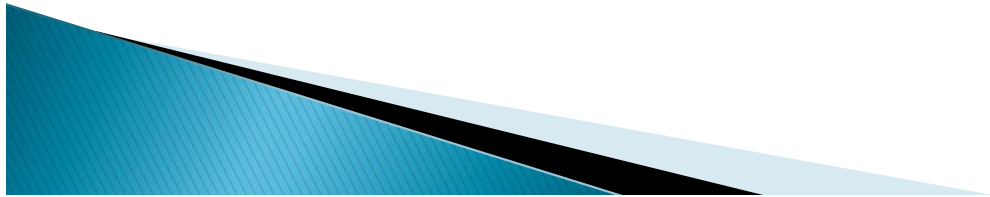
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 - Prior issues had a promise to pay but, since the Stockton and San Bernardino impairment of POBs in bankruptcy, the market now requires lease structure with security interest in a leased asset

Summary of Tools

General Obligation Bonds	Lease Revenue Bonds	Land Secured Bonds	Infrastructure Financing District	Wat / Sew Revenue Bonds	Obligations Imposed by Law
"Full Faith and Credit of the Issuer"	Annual Budget and Appropriation and "Promise to Pay"	Special Tax or Assessment Levied on the Property Tax Bill	Issuers Property Tax Share	Net Revenue Pledge	Annual Budget and Appropriation and "Promise to Pay"
Property Tax Roll	Secured by Issuers General Fund and Lease Asset	Land Value Through Foreclosure	Incremental Tax Revenue Over Base Year	Ability to Raise Rates and Charges under Proposition 218	Secured by Issuers General Fund and Leased Asset
2/3rds Voter Threshold	Approved by Legislative Body	Property Owner Consent or Vote (Assessment 50%+1 or Special Tax 2/3rds)	Original IFD 2/3rds, IRFD 2/3rds, EIFD None (55% for Bonds)	Approved by Legislative Body after Rate Adoption	Approved by Legislative Body after Validation

Illustrative Examples



Comparison of Financing Scenarios

(Respective Scenario Nets \$20,000,000 for Capital Improvements)

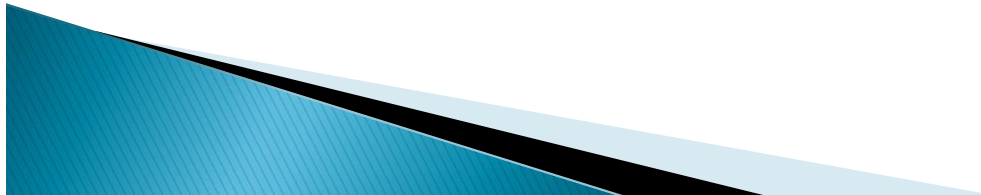
Scenario	Par Amount	Average Interest Rate	Discount / Costs of Issuance	Insurance / Surety	Total Costs of Issuance	Capitalized Interest ⁽¹⁾	Credit	Reserve Fund	Average Annual Debt Service	Total Debt Service
G.O. Bonds (Series 2020, 25 Year)	\$10,000,000	4.000	\$250,000	\$0	\$250,000	N/A	Rated	N/A	\$686,483	\$16,475,600
G.O. Bonds (Series 2022, 25 Year)	\$5,000,000	4.000	\$200,000	\$0	\$200,000	N/A	Rated	N/A	\$348,300	\$8,359,200
G.O. Bonds (Series 2024, 25 Year)	\$5,000,000	4.000	\$200,000	\$0	\$200,000	N/A	Rated	N/A	\$348,300	\$8,359,200
Totals	\$20,000,000		\$650,000	\$0	\$650,000				\$1,383,083	\$33,194,000
Lease Revenue Bonds (15 Year)	\$20,825,000	4.250	\$458,250	\$362,233	\$820,483	N/A	Insured	Surety	\$1,906,031	\$28,590,175
Lease Revenue Bonds (20 Year)	\$20,845,000	4.500	\$458,450	\$384,681	\$843,131	N/A	Insured	Surety	\$1,602,267	\$32,048,425
Lease Revenue Bonds (25 Year)	\$20,880,000	4.750	\$458,800	\$419,019	\$877,819	N/A	Insured	Surety	\$1,444,403	\$36,113,250
Lease Revenue Bonds (30 Year)	\$20,925,000	5.000	\$459,250	\$462,875	\$922,125	N/A	Insured	Surety	\$1,361,192	\$40,833,500
Lease Revenue Bonds (15 Year) ⁽²⁾	\$22,835,000	4.250	\$478,350	\$412,655	\$891,005	\$1,940,975	Insured	Surety	\$2,322,344	\$30,190,475
Lease Revenue Bonds (20 Year) ⁽²⁾	\$22,990,000	4.500	\$479,900	\$436,753	\$916,653	\$2,069,100	Insured	Surety	\$1,890,672	\$34,032,100
Lease Revenue Bonds (25 Year) ⁽²⁾	\$23,160,000	4.750	\$481,600	\$474,842	\$956,442	\$2,200,200	Insured	Surety	\$1,676,820	\$38,566,863
Lease Revenue Bonds (30 Year) ⁽²⁾	\$23,345,000	5.000	\$483,450	\$524,883	\$1,008,333	\$2,334,500	Insured	Surety	\$1,566,991	\$43,875,750

Notes

- (1) Assumes two years of capitalized interest until have "use and occupancy" of completed facility
(2) Total debt service net of capitalized interest paying interest only debt service in 2021 and 2022

Assumptions Using GO Bonds

- ▶ 2017-18 assessed value is \$2,303,468,000
- ▶ 2% annual increase in assessed values starting in 2018-19 at \$2,349,537,360
- ▶ 25 year maturity at 4.50%
- ▶ Level debt service where any increase in assessed value will lower the tax rate
- ▶ \$10,000,000 issued in year one and \$5,000,000 issued in year three and year five (proceeds have to be spent in 3 years for tax law purposes)
- ▶ Assumes current interest bonds (no capital appreciation bonds which would require further discussion)

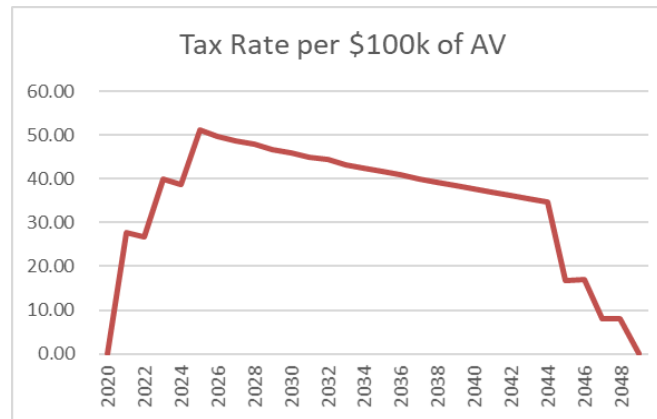


Estimated Tax Rate Impact per \$100,000 of Assessed Value

Assumes \$20 million Authorization

One \$10,000,000 Bond Issue (2020)
Two \$5,000,000 Bond Issues (2022, 2024)

2020-21 Tax rate \$27.76
Maximum Tax rate \$51.06



Estimated Assessed Value Test

Tax Year	Projected Secured Tax Roll (After Delinqu.)	Principal Series A	Principal Series B	Principal Series C	Total Principal	Outstanding Bonds as Percentage of Secured AV
2019	2,349,537,360	-	-	-	-	0.00%
2020	2,396,528,107	10,465,000.00	-	-	10,465,000.00	0.44%
2021	2,444,458,669	10,465,000.00	-	-	10,465,000.00	0.43%
2022	2,493,347,843	10,205,000.00	5,310,000.00	-	15,515,000.00	0.62%
2023	2,543,214,800	9,925,000.00	5,310,000.00	-	15,235,000.00	0.60%
2024	2,594,079,096	9,635,000.00	5,175,000.00	5,310,000.00	20,120,000.00	0.78%
2025	2,645,960,677	9,335,000.00	5,035,000.00	5,310,000.00	19,680,000.00	0.74%
2026	2,698,879,891	9,020,000.00	4,890,000.00	5,175,000.00	19,085,000.00	0.71%
2027	2,752,857,489	8,695,000.00	4,735,000.00	5,035,000.00	18,465,000.00	0.67%
2028	2,807,914,639	8,355,000.00	4,575,000.00	4,890,000.00	17,820,000.00	0.63%
2029	2,864,072,931	8,000,000.00	4,410,000.00	4,735,000.00	17,145,000.00	0.60%
2030	2,921,354,390	7,635,000.00	4,240,000.00	4,575,000.00	16,450,000.00	0.56%
2031	2,979,781,478	7,255,000.00	4,060,000.00	4,410,000.00	15,725,000.00	0.53%
2032	3,039,377,107	6,860,000.00	3,875,000.00	4,240,000.00	14,975,000.00	0.49%
2033	3,100,164,650	6,445,000.00	3,680,000.00	4,060,000.00	14,185,000.00	0.46%
2034	3,162,167,943	6,015,000.00	3,480,000.00	3,875,000.00	13,370,000.00	0.42%
2035	3,225,411,301	5,570,000.00	3,270,000.00	3,680,000.00	12,520,000.00	0.39%
2036	3,289,919,527	5,105,000.00	3,050,000.00	3,480,000.00	11,635,000.00	0.35%
2037	3,355,717,918	4,620,000.00	2,825,000.00	3,270,000.00	10,715,000.00	0.32%
2038	3,422,832,276	4,120,000.00	2,590,000.00	3,050,000.00	9,760,000.00	0.29%
2039	3,491,288,922	3,600,000.00	2,345,000.00	2,825,000.00	8,770,000.00	0.25%
2040	3,561,114,700	3,055,000.00	2,090,000.00	2,590,000.00	7,735,000.00	0.22%
2041	3,632,336,994	2,490,000.00	1,825,000.00	2,345,000.00	6,660,000.00	0.18%
2042	3,704,983,734	1,905,000.00	1,550,000.00	2,090,000.00	5,545,000.00	0.15%
2043	3,779,083,409	1,295,000.00	1,265,000.00	1,825,000.00	4,385,000.00	0.12%
2044	3,854,665,077	660,000.00	965,000.00	1,550,000.00	3,175,000.00	0.08%
2045	3,931,758,379	-	655,000.00	1,265,000.00	1,920,000.00	0.05%
2046	4,010,393,546	-	335,000.00	965,000.00	1,300,000.00	0.03%
2047	4,090,601,417	-	-	655,000.00	655,000.00	0.02%
2048	4,172,413,445	-	-	335,000.00	335,000.00	0.01%



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: New Business

Subject: Review and Authorization to Proceed with Release of Draft Request for Proposals (RFP) for Zoning Ordinance Update Services

CEQA Determination: Not a CEQA project

Prepared By: Jessica Deakyne, Asst. to the City Manager

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Following the adoption of the General Plan, it is customary to complete an update to the Zoning Ordinance as the published Ordinance has not received a comprehensive update since the previous General Plan adoption in 1993.

DISCUSSION

Staff has worked with City Council members Knudsen and Koberstein and Planning Commission Chair Lester Hardy to develop a scope of work to solicit a consultant to perform a Zoning Ordinance update for the City of St. Helena. Staff is seeking Council review and authorization to proceed with release of the draft Zoning Ordinance update RFP. If approved, staff intends to issue the RFP on Friday, July 26, 2019. The work contemplated is consistent with Goal 4J of the Council's 2019 workplan "Initiate update to Zoning Ordinance (including consideration of cannabis)."

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.

ATTACHMENTS

[RFP Zoning Ordinance Code Services RFP DRAFT](#)



CITY OF ST. HELENA
ADMINISTRATION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

ZONING CODE UPDATE

DATE ISSUED: Friday, July 26, 2019

DATE DUE: Friday, August 30, 2019, 4PM

CONTACT: Mark Prestwich, City Manager
mprestwich@cityofsthelena.org
(707) 968-2744

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA
OFFICE OF THE CITY CLERK
ATTENTION: CINDY TZAFPOULOS
1480 MAIN STREET
ST. HELENA, CA 94574

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EXHIBITS

- A. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2017 is 6,033 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$15 million.

II. GENERAL INFORMATION

The City of St. Helena is seeking proposals from qualified consultants to prepare a Zoning Ordinance Update for the City, including environmental analysis and clearance documentation under the California Environmental Quality Act (CEQA). Emphasis will be placed on developing an updated document to implement the related goals and policies of the City's recently adopted General Plan Update 2040, while at the same time clarifying and updating as many of the existing ambiguous and/or outdated provisions as feasible.

On May 14, 2019, the St. Helena City Council adopted the 2040 General Plan. A comprehensive update of the Zoning Ordinance is desired to incorporate General Plan changes, while providing continuity with much of the current code where possible and appropriate.

Project Principles

The City is seeking qualified consultants to develop a recommended approach and strategy to:

- Prioritize and craft desired updates to the City's Zoning Code
- Ensure proper public engagement
- Use the City's limited resources efficiently
- Ensure code updates are completed in a timely manner
- Produce a more user-friendly and updated Zoning Ordinance.

The Zoning Ordinance update, once adopted by City Council, will replace the City's current zoning ordinance. The proposed updated code will ensure the City's land use regulations and processes conform to the minimum requirements of California State law and are legally defensible. The code update will also be developed in a manner that avoids unnecessary bureaucracy, consistent with the City's desired approach to development.

III. QUALIFICATIONS

- Demonstrated experience updating zoning codes. The proposal should include enough information for judging the quality and competence of the personnel

dedicated to preparation of the Zoning Ordinance Update and CEQA determination. This section of the proposal should clearly identify the day-to-day project manager for the project, as well as the key personnel who will perform the actual research and writing. Similar information is also required for all sub-consultants for the project.

- Demonstrated professional experience and knowledge of the general principles and background law applicable to zoning and land use planning, as well as familiarity with particular municipal and/or county codes and any other specialized knowledge that would help the selected Consultant be successful. Including examples of your work including former clients will be helpful in determining expertise.
- Ability to make project presentations, provide public engagement activities, and work with diverse groups of people representing varied points of view.

IV. SCOPE OF WORK

With guidance from policy makers and City Staff, the selected Consultant will develop a public process and approach to updating the City's Zoning Code. Initial City policy priorities include:

- Housing Focus: The City Council identified affordable housing as a primary work plan goal including encouraging new types of housing, exploring bonuses and ways to expedite the planning and building process for housing types identified by the community and the Council as lacking in St. Helena; and
- Incentivizing downtown mixed-use and fostering economic vitality; and
- Streamlining development and business permitting processes; and
- Resolving inconsistencies in the Zoning Code.

The City is seeking the Consultant's recommended approach and strategy(ies) to updating the City's Zoning Code in a manner that addresses those initial City policy priorities that are reflected in the implementing policies of the 2040 General Plan and adheres to the "Project Principles" noted in Section II above. It is expected the consultant will review key policies and development standards from the following documents:

- a. 2040 General Plan
- b. Existing Zoning Code
- c. Development standards from other specific plans and planned development (PD) districts in the City
- d. Draft Design Guidelines

In addition, the City seeks the Consultant's recommendations as to the extent that reasonably complete and effective implementation of the initial City policy priorities requires an amendment(s) to the 2040 General Plan.

While the new Zoning Code will be adopted in its entirety, the City anticipates the Consultant may recommend a phased approach to the project. As such, the Consultant shall identify a budget per phase as well as an overall budget. As noted below, the project schedule should also identify the timeline anticipated for each individual phase.

Once the Final Draft has been approved by the City Council, the Consultant shall provide a final version that includes any changes approved by Council.

Other Considerations

- A. Integration of the New Code into User-Friendly Formats:** The Consultant shall work with City staff as well as its information technology vendors to ensure the new code is easily accessible and searchable.
- B. Zoning Map Revisions:** The Consultant shall work with City staff to identify areas that will require map changes.
- C. Environmental Review/CEQA Documentation:** The Consultant shall prepare the necessary CEQA document necessary for adoption of the Zoning Code. The Consultant should be able to tier off the recently adopted 2040 General Plan EIR and prepare either a letter of consistency or addendum. If a higher level of CEQA review is recommended, please provide a justification for that level of review. Consultants may partner with an environmental sub-consultant if they do not have the expertise in-house.
- D. Project Schedule:** The Consultant shall provide the City with an anticipated schedule for the work broken down by phase with anticipated completion dates.
- E. Deliverables:** The Consultant shall provide the complete Zoning Code in both paper format (5 copies) and electronic format (Word, PDF) for each draft:
- Administrative Draft (internal -staff review only);
 - Public Review Draft (public document); and
 - Revised Public Review Draft (public document incorporating comments from meetings); and
 - Final Draft for final City Council hearings.

Once St. Helena's City Council has approved the final draft, the Consultant shall update the Zoning Code to include Council-directed changes and provide staff with paper copies (5 copies) and electronic versions of the final zoning code (e.g. Word, PDF, and the original files from any other programs used such as Adobe In-Design etc.).

For the environmental review, the Consultant shall prepare an initial draft and final version of the CEQA document. Two (2) hard copies and an electronic version shall be provided for each task.

Optional Tasks:

The City is considering several optional tasks that would be additional to the RFP for the Zoning Code revisions. In the project budget, the cost of the items should be listed separately and independently.

- Option 1: Zoning Handbook** – The Consultant will prepare a simple user-guide/handbook for the community that explains how to use the new zoning code. The handbook should be easy to understand with graphics and examples that demonstrate how the public can navigate the code and find answers to frequently requested information (e.g. residential setbacks, lot coverage, commercial building signage, accessory structure standards, Historic St. Helena design standards etc.). This should be provided in PDF format that is internally hyperlinked for easy navigation within the handbook.
- Option 2: Infill Guidelines Handout** – The Consultant will prepare a handout that is specifically tailored for infill development strategies and design standards of

guidelines. The goal will be to provide an easy to understand guide that will help facilitate and streamline infill development.

- Option 3: Objective Standards for Multi-Family Development Handout – The Consultant will prepare a handout that specifically outlines the objective standards that can be used when considering multi-family development projects. The document shall clearly identify when and how these standards may be used.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than August 30, 2019

FRIDAY, AUGUST 30, 2019 AT 4:00 PM

Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	July 26, 2019	9:00AM
Question submittal deadline	August 7, 2019	4:00PM
Questions posted on City website (cityofsthenela.org/rfps)	August 12, 2019	5:00PM
Proposal due date	August 30, 2019	4:00PM
Review and scoring of submittals	September 13, 2019	N/A
Interviews w/finalists	September 20, 2019	TBD
Award of Agreement	October 8, 2019	6:00 PM

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Cindy Tzaopoulos by email at ctzaopoulos@cityofsthenela.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Four (4) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section V. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled Zoning Ordinance Update and hand-delivered or mailed to:

City of St. Helena
Office of the City Clerk
Attention: Cindy Tzaopoulos
1480 Main Street
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form:

- Part 1: Cover Letter/Executive Summary
- Part 2: Project Approach and Work
- Part 3: Consultant Identification and Team
- Part 4: Related Project Examples and References
- Part 5: Hourly Rates
- TOTAL: 100 points

Successful Proposals:

The successful proposal will describe the approach, the process and costs to:

- Prepare an updated Zoning Ordinance; and
- Plan and conduct associated public outreach and engagement activities; and
- May include the optional development of applications, forms, and information guides that would make the new Zoning Ordinance easier to use and less bureaucratic.

PART 1 | COVER LETTER/EXECUTIVE SUMMARY

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's experience and qualifications and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | PROJECT APPROACH AND WORK PLAN

Describe the strategy for achieving the goals and deliverables of the project. Include a schedule for completion.

PART 3 | CONSULTANT IDENTIFICATION AND TEAM

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, and qualifications. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES

Provide recent (within last 10 years) visual examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and e-mail address and telephone number of the client contact.

PART 5 | HOURLY RATES

Include an hourly rate schedule for all personnel who may participate in current or future projects.

VII. SELECTION PROCESS

The selected consultant will be asked to enter into a Professional Services Agreement with the City of St. Helena and comply with the insurance requirements set forth therein. The City Manager's Office will supervise the project and coordinate the work.

California law requires selection of Architectural and Engineering (A&E) contract services based on demonstrated competence and professional qualifications. Negotiations shall begin with the most qualified consultant. Should negotiations not result in a price the City considers to be fair and reasonable, negotiations shall be formally terminated, and the City shall then undertake negotiations with the second most qualified consultant. If the negotiation with the second most qualified firm is not successful, negotiations shall be formally terminated, and the City shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the City. (California Government Code, Chapter 10, Sections 4525 through 4529.5.)

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be

uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Assistant to the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Jessica Deakyne, at jdeakyne@cityofsthenana.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by August 30, 2019 by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthenana.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: New Business

Subject: Proposed approval to adopt a resolution authorizing a budget increase of \$14,000 to Recreation - Other Contract Services 289-4728-2145 and an offsetting revenue increase of \$14,000 to Recreation Registration 289-3430-0000; Receive and file the Q4 FY 2018-19 financial report (unaudited).

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter.

Staff has prepared the following for City Council:

1. Fourth Quarter (Q4) staff report for Fiscal Year (FY) 2018-19 (unaudited). This report is a summary of transactions posted from July 1, 2018 to July 3, 2019 for FY 2018-19
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q4 FY 2018-19
3. FY 2018-19 Q4 List of Warrants over \$100,000

DISCUSSION

Although FY 2018-19 ended June 30, 2019, invoice payments, revenues, and journal entries will continue to be posted to all funds for approximately three months. The information in the report reflects all FY 2018-19 transactions. Information presented below reflects transactions posted through July 3, 2019.

General Fund

General Fund revenue received to date for Fiscal Year (FY) 2018-19 is \$14,488,453 - 100% of the Adjusted Budget General Fund revenue has been collected. General Fund revenue is divided into the following categories: (1) Property Tax, (2) Sales Tax, (3) Transient Occupancy Tax (TOT), (4) Other Taxes, (5) Charges for Service, (6) Fines and Forfeits, (7) Licenses and Permits, (8) Development Fees, (9) Intergovernmental, (10) Interest and Rents, and (11) Miscellaneous. The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT. Chart 1 displays revenues collected through July 3, 2019 FY 2018-19. It is estimated an additional \$1.1 million will be received for FY 2018-19, primarily sales tax for May and June 2019 and TOT for June 2019. It is estimated FY 2018-19 revenues received will be approximately \$15.6 million which is 8% above the adjusted budget.

Chart 1(Collected through July 3, 2019)

DESCRIPTION	ADOPTED	ADJUSTED	ACTUAL Q4	% TO DATE
Property Tax	4,566,939	4,798,429	5,178,775	108%
Sales Tax	4,778,820	4,778,820	4,085,508	85%
Transient Occupancy Tax	3,350,823	3,350,823	2,913,804	87%
Other Taxes	208,755	208,722	181,841	87%
Charges for Services*	96,107	96,107	2,512	3%
Fines and Forfeits	65,203	65,203	218,865	336%
Licenses and Permits	949,796	949,796	889,227	94%
Development Fees	13,519	13,519	25,600	189%
Intergovernmental	64,636	64,636	510,758	790%
Interest and Rents	96,040	96,040	304,588	317%
Miscellaneous	73,718	73,718	176,976	240%
TOTALS	14,264,356	14,495,846	14,488,453	100%

The increase in Development Fees, Intergovernmental, Interest and Rents, and Miscellaneous are due to several one-time and non-predictable revenues received in FY 2018-19. Specifically these include: payment from the sale of 1413 Spring Street where a judgment was on the property as required by a settlement agreement - \$181,000; a true up payment from Bridge Housing - \$74,000; Excess ERAF - \$342,386; increased Civil Penalties from STR enforcement - \$51,000, and Emergency Relief received as reimbursement for Strike Teams responding to various fires in FY 2018-19 - \$269,490. Due to these one-time and non-predictable revenues it is estimated total General Fund revenues will be \$15.6 million instead of the adjusted amount of \$14.5 million.

*Charges for Services is low due to a reversal of Accounts Receivable entry that was duplicated in the Planning Fees account.

General Fund expenditures are \$13,691,980 for FY 2018-19 Q4 which is 92% of the adopted budget. Chart 2 displays General Fund expenditures by department and as well as the percentage available. It is anticipated an additional \$750,000 in invoices will be received for FY 2018-19 for an estimated expenditure total of \$14,441,980 which is 94% of the adjusted budget amount.

Chart 2 (Invoices paid through July 3, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,458,327	1,493,820	1,311,828	181,752	12%
Council	286,769	286,049	202,029	78,313	27%
Administration	1,004,140	1,092,977	992,195	70,620	6%
Finance	401,832	553,491	477,234	32,611	6%
Attorney**	425,000	515,000	377,377	137,623	27%
Planning/Building	1,157,552	1,336,877	1,123,175	202,691	15%
Library	1,055,590	1,076,883	940,753	113,717	11%
Parks & Recreation	216,295	217,821	193,972	22,099	10%
Fire	1,219,151	1,410,174	1,313,689	57,062	4%
Police	3,204,405	3,207,315	3,052,192	153,788	5%
Public Works	3,829,580	4,104,434	3,707,535	240,795	6%
Grand Total	14,257,891	15,294,842	13,691,980	1,291,070	8%

**The amount expended in the attorney budget includes invoices through April 2019.

Water Enterprise Funds

Water Enterprise revenue received is \$5,583,334 or 92% of the estimated total revenues for FY 2018-19 through July 3, 2019. Billing for June 2019 is in process and is not reflected in the revenues received, revenues are on target for FY 2018-19.

Water expenses are \$5,309,137 for Q4 FY 2018-19. Overall Water Fund spending is at 86% for the Fiscal Year and is on target and an additional \$860,000 of invoices are expected to be processed for FY 2018-19. Chart 3 provides a summary of Water funds expenses through July 3, 2019.

Chart 3 (Invoices paid through July 3, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,212,579	1,203,911	1,120,719	82,953	7%
Council	16,771	16,771	12,753	4,018	24%
Administration	253,933	255,510	228,939	18,452	7%
Finance	313,677	341,751	283,110	42,416	12%
Attorney**	130,000	170,000	147,943	22,057	13%
Public Works	4,166,354	4,284,838	3,515,674	696,467	16%
Grand Total	6,093,314	6,272,781	5,309,137	866,361	14%

**The amount expended in the attorney budget includes invoices through April 2019.

Wastewater Enterprise Funds

Wastewater Enterprise revenue received is \$4,060,628 or 129% of the estimated total revenues for FY 2018-19. Billing for June 2019 is in process and is not reflected in the revenues received; however, the excess wastewater revenue is due to a settlement agreement. FY 2018-19 revenues are estimated to be \$4,323,559 once the June billing is complete.

Wastewater expenses are \$2,542,924 for Q4 FY 2018-19. Overall Wastewater Fund spending is at 86% for the Fiscal Year and an additional \$430,000 of invoices are expected to be processed for FY 2018-19. Chart 4 provides a summary of Wastewater expenses through July 3, 2019.

Chart 4 (Invoices paid through July 3, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	459,036	449,111	380,227	68,644	15%
Council	16,771	16,771	12,752	4,019	24%
Administration	171,926	174,779	153,080	15,653	9%
Finance	231,598	258,029	209,057	32,966	13%
Attorney**	30,000	210,000	105,791	104,209	50%
Public Works	2,005,849	2,052,530	1,682,016	204,651	10%
Grand Total	2,915,180	3,161,221	2,542,924	430,143	14%

**The amount expended in the attorney budget includes invoices through April 2019.

All Funds

As required by Financial Policy P-FI-0016 Section III.K.3.d. end of year estimates (unaudited) for revenues and expenditures/expenses for all funds will be presented to City Council within 60 days after the close of Q4. Attachment 1 is a report of Revenues for All Funds and Attachment 2 is a report of Expenses for all Funds. It is important to note several funds in the expense report are showing a negative balance. An explanation of each is listed in Chart 5.

Chart 5 - Negative Balance Expense Fund Explanations

Fund	Fund Name	Amount	Explanation
224	Public Safety (COPS)	120,399	Correction to Garage Fund for capitalizing Police Vehicles purchased with COPS funds in prior Fiscal Year
380	Friends & Foundation	3,254	Incorrect posting of expense, this will be corrected prior to closing of FY 2018-19
581	Insurance Benefit Fund	445	Offsetting Accounts Receivable Credit not yet applied
593	Fire Equipment Replacement Fund	52,904	Correction to Garage Fund for capitalizing Fire Vehicle purchased with the Fire Equipment Replacement Fund in prior Fiscal Year
713	Civic Impact	85,373	Correction from previous fiscal year, impact fees posted to the incorrect impact fee account.
733	Civic CIP	228,794	Expenses approved previous fiscal years and expended in FY 2018-19***
741	Streets CIP	1,747,990	Expenses approved previous fiscal years and expended in FY 2018-19***
744	Housing Impact	54	Correction to interest allocated to incorrect account in prior Fiscal Year
763	Water CIP	64,887	Expenses approved previous fiscal years and expended in FY 2018-19***
773	Sewer CIP	558,179	Expenses approved previous fiscal years and expended in FY 2018-19***

***Per Financial Policy P-FI-0016 Section III.B.4.b. Appropriations for capital improvement projects and ongoing grants with a life-cycle beyond one year will rollover into future fiscal years until expended or until the project is closed.

Budget Adjustment

It is necessary for a budget adjustment for Recreation - Fund 289. Due to the popularity of the classes offered, registration exceeded expectations during Q4 FY 2018-19. This lead to an increase in expenses for course instructors as well as an increase in revenues. The following budget adjustment is being recommended:

1. Budget increase of \$14,000 to 289-4728-2145 Other Contract Services
2. Budget increase of \$14,000 to 289-3430-0000 Recreation Registration Revenue

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 106 participants. The subsidy for FY Q4 2018-19 is \$11,639.92. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2018-19 budget.

Leak Adjustment Subsidy

Leak subsidy for Q4 2018-19 totals \$1,405.10 for a combined excess of 261 units of water. There were 5 leak adjustments approved for Q4 2018-19; reasons for the leak adjustments are: broken underground pipes, broken outdoor faucets, and an irrigation leak. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2018-19 budget.

FY 2018-19 Q4 Checks over \$100,000

Per staff recommendations on April 10, 2015, the Chart 6 is a list of checks over \$100,000 for Q4 FY 2018-19.

Chart 6 - Checks over \$100,000

Check #	Vendor	Check Date	Check Amount	Notes
105453	Glenmount Global Solutions, LLC	5/22/2019	\$129,379.00	Installation of Bell Canyon SCADA Enhancement
105548	Burke, Williams, & Sorensen LLP	6/12/2019	\$147,074.81	March 2019 Attorney Bills

FISCAL IMPACT

The fiscal impact is as follows:

Increase in expenses and revenues for Recreation Fund 289 in the amount of \$14,000.

The increase in expenses is 100% offset by the increase in revenues.

CARES Program

\$11,639.92 - from the General Fund

Leak Adjustments

\$1,405.10 - from the General Fund

Funding for the CARES and Leak Adjustment Programs are included in the adopted FY 2018-19 budget.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing a budget increase in the amount of \$14,000 to Recreation - Other Contract Services 289-4728-2145 and an offsetting increase of \$14,000 to Recreation Registration Revenues 289-3430-0000.

Additionally, staff recommends City Council receive and file the Q4 FY 2018-19 financial report.

ATTACHMENTS

[Attachment 1 - All Funds Revenues](#)

[Attachment 2 - All Funds Expenses](#)

[Attachment 3 - Budget Increase Resolution](#)

[Q4 Finance Powerpoint](#)

General Ledger
Quarterly Report All Funds
Revenues



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Fund	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
101	General Fund	-14,264,191.00	-14,893,702.00	-14,488,453.25	-405,248.75
209	HOME Grant	0.00	-120,000.00	-187,343.76	67,343.76
210	Community Dev Block Grant	-203.00	-203.00	0.00	-203.00
211	EPA Grant	0.00	-10,043.00	-20,043.30	10,000.30
212	Department of Homeland Secur	-6,500.00	-6,500.00	0.00	-6,500.00
213	GVS Grant	0.00	0.00	-178.11	178.11
216	Public Safety Impact	-32,600.00	-57,600.00	-71,442.22	13,842.22
218	Public Library Foundation	-20.00	-20.00	-10.13	-9.87
219	CLSA State Library Grant	-50.00	-50.00	-23.65	-26.35
220	Napa Valley Now Fund	0.00	0.00	0.00	0.00
222	Park Bond Act	0.00	0.00	0.00	0.00
223	Skate Park Lighting Fund	-10.00	-10.00	-9.42	-0.58
224	Public Safety (COPS)	-111,200.00	-111,200.00	-147,294.11	36,094.11
225	State Gas Tax 2105	-35,284.00	-35,284.00	-34,463.19	-820.81
226	State Gas Tax 2106	-21,085.00	-21,085.00	-21,566.19	481.19
227	State Gas Tax 2107	-47,094.00	-47,094.00	-49,749.82	2,655.82
228	State Gas Tax 21075	-2,040.00	-2,040.00	-2,078.36	38.36
229	State Gas Tax 2103	-46,503.00	-46,503.00	-20,618.97	-25,884.03
230	RMRA	-107,142.00	-107,142.00	-92,682.29	-14,459.71
234	HAZ Mitigation Grant	0.00	0.00	0.00	0.00
235	Measure A	-5,161,349.00	-4,107,740.00	-4,042,967.42	-64,772.58
237	Emergency Flood Relief	-1,200.00	-1,200.00	-1,346.87	146.87
238	Training Development Fund	-750.00	-750.00	-3,956.26	3,206.26
240	Meaure T	-700,000.00	-1,200,000.00	-730,730.03	-469,269.97
241	Measure T - Class I Trails	-66,700.00	-80,400.00	-67,232.90	-13,167.10
278	BSCC Grant	-45.00	-45.00	-99.17	54.17
279	Asset Forfeit	-10,400.00	-10,400.00	-423.64	-9,976.36
280	Teen Center Recreation Dept	0.00	0.00	0.00	0.00
283	Tree City USA	-62,100.00	-62,100.00	-97,100.00	35,000.00
286	Bocce Ball	-40,500.00	-40,500.00	-41,950.00	1,450.00
287	Harvest Festival	-11,850.00	-11,300.00	-11,276.00	-24.00
288	Fourth of July	-43,000.00	-43,500.00	-57,223.99	13,723.99
289	Recreation Program	-327,800.00	-327,800.00	-342,319.07	14,519.07
290	Tourism Improvement District	-536,861.00	-536,861.00	-438,136.80	-98,724.20
291	SB-1186 State Fees	-1,735.00	-1,735.00	-4,789.12	3,054.12
295	N.O.A.A.	-24.00	-24.00	-20.94	-3.06
329	Stabo Trust	-300.00	-300.00	-288.37	-11.63

GL - Quarterly Report All Funds Revenues (07/04/2019 - 4:39 PM)

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Fund	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
375	Murray Ex Trust	-2,280.00	-2,280.00	-2,112.68	-167.32
380	Friends and Foundation	-135,110.00	-135,110.00	-134,250.00	-860.00
381	Ryan Library Trust	-450.00	-450.00	-469.47	19.47
382	Martin Estate Trust	-650.00	-650.00	-490.81	-159.19
384	Tweed Trust	-51,300.00	-51,300.00	-53,065.16	1,765.16
420	1996 GO Bonds	0.00	0.00	-1.00	1.00
443	So St Helena Drainage Assessmt	-250.00	-250.00	-232.70	-17.30
561	Water Enterprise	-6,093,313.97	-6,093,313.97	-5,583,334.31	-509,979.66
562	1977 Water Bond	0.00	0.00	0.00	0.00
571	Sewer Enterprise	-3,155,179.42	-3,155,179.42	-4,353,808.30	1,198,628.88
572	Wastewater Bond	0.00	0.00	0.00	0.00
581	Insurance Benefit Fund	-152,420.00	-152,420.00	-152,387.31	-32.69
582	Internal Service Garage Fund	-241,419.00	-241,419.00	-489,367.26	247,948.26
592	Equipment Replacement Fund	-50,000.00	-50,000.00	-76,610.47	26,610.47
593	Fire Equipment Replacement	-47,631.00	-47,631.00	-75,345.67	27,714.67
700	Flood Control Capital	-101,200.00	-101,200.00	-51,207.88	-49,992.12
713	Civic Impact	-80,500.00	-80,500.00	-82,499.21	1,999.21
733	Capital Project Planning	-203,000.00	-203,000.00	-205,500.00	2,500.00
734	Park Impact	-155,000.00	-205,000.00	-264,568.17	59,568.17
740	Traffic Mitigation Impact	-92,500.00	-242,500.00	-261,091.76	18,591.76
741	Street Capital Improvement	-1,065,389.00	-1,103,192.00	-811,214.53	-291,977.47
742	Storm Drain Improvement	-29,500.00	-29,500.00	-65,822.96	36,322.96
743	TDA Grant	0.00	0.00	0.00	0.00
744	Housing Impact	-225.00	0.00	-0.14	0.14
745	Parking In-Lieu	-6,000.00	-4,800.00	-4,513.16	-286.84
751	Affordable Housing	-259,000.00	-259,000.00	-182,079.65	-76,920.35
752	Measure E - TOT	0.00	0.00	-85,554.90	85,554.90
763	Water Capital Project	-1,035,430.00	-1,035,430.00	-1,037,930.00	2,500.00
764	Water Impact	-65,519.00	-101,200.00	-113,575.33	12,375.33
773	Sewer Capital	-358,346.00	-358,346.00	-358,346.00	0.00
774	Sewer Impact	-21,693.00	-20,000.00	-22,245.97	2,245.97
Grand Total		-35,041,841.39	-35,556,802.39	-35,443,442.15	-113,360.24

General Ledger Expenses All Funds



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Fiscal Year 2019

Fund	Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Avail	% Avail
101	General Fund	14,264,191.00	311,792.15	15,294,841.88	13,691,980.11	1,291,069.62	8.44
209	HOME Grant	0.00	0.00	120,000.00	34,251.22	85,748.78	71.46
210	Community Dev Block Grant	0.00	0.00	0.00	0.00	0.00	0.00
211	EPA Grant	0.00	0.00	0.00	0.00	0.00	0.00
212	Department of Homeland Secur	0.00	0.00	0.00	0.00	0.00	0.00
213	GVS Grant	0.00	0.00	0.00	0.00	0.00	0.00
216	Public Safety Impact	8,370.52	7,991.35	16,741.04	379.17	8,370.52	50.00
218	Public Library Foundation	0.00	0.00	0.00	0.00	0.00	0.00
219	CLSA State Library Grant	7,500.00	0.00	7,500.00	6,773.00	727.00	9.69
220	Napa Valley Now Fund	0.00	0.00	0.00	0.00	0.00	0.00
222	Park Bond Act	0.00	0.00	0.00	0.00	0.00	0.00
223	Skate Park Lighting Fund	0.00	0.00	0.00	0.00	0.00	0.00
224	Public Safety (COPS)	124,800.00	3,270.42	153,053.65	270,182.41	-120,399.18	-78.66
225	State Gas Tax 2105	54,000.00	0.00	54,000.00	0.00	54,000.00	100.00
226	State Gas Tax 2106	48,000.00	0.00	48,000.00	0.00	48,000.00	100.00
227	State Gas Tax 2107	93,000.00	0.00	93,000.00	3,298.13	89,701.87	96.45
228	State Gas Tax 21075	0.00	0.00	0.00	0.00	0.00	0.00
229	State Gas Tax 2103	0.00	0.00	0.00	0.00	0.00	0.00
234	HAZ Mitigation Grant	40,000.00	0.00	40,000.00	0.00	40,000.00	100.00
235	Measure A	5,171,349.00	107,249.75	5,343,621.72	5,179,595.47	56,776.50	1.06
237	Emergency Flood Relief	0.00	0.00	0.00	0.00	0.00	0.00
238	Training Development Fund	6,000.00	0.00	6,800.00	5,850.57	949.43	13.96
241	Measure T - Class I Trails	0.00	0.00	0.00	0.00	0.00	0.00
278	BSCC Grant	0.00	0.00	11,216.00	11,216.00	0.00	0.00
279	Asset Forfeit	6,500.00	0.00	6,500.00	473.81	6,026.19	92.71
280	Teen Center Recreation Dept	52,600.00	0.00	58,026.00	26,385.48	31,640.52	54.53
283	Tree City USA	105,012.00	14,836.80	116,712.00	43,298.24	58,576.96	50.19
285	St. Helena Pool	0.00	0.00	0.00	0.00	0.00	0.00
286	Bocce Ball	46,533.00	0.00	46,533.00	38,336.92	8,196.08	17.61

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Fund	Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Avail	% Avail
287	Harvest Festival	12,800.00	0.00	12,800.00	11,246.34	1,553.66	12.14
288	Fourth of July	45,300.00	0.00	45,300.00	43,291.21	2,008.79	4.43
289	Recreation Program	455,182.00	5,152.47	457,430.55	405,889.59	46,388.49	10.14
290	Tourism Improvement District	536,661.00	0.00	536,661.00	403,807.72	132,853.28	24.76
291	SB-1186 State Fees	0.00	0.00	1,500.00	1,006.85	493.15	32.88
295	N.O.A.A.	0.00	0.00	0.00	0.00	0.00	0.00
375	Murray Ex Trust	0.00	0.00	0.00	0.00	0.00	0.00
380	Friends and Foundation	135,110.00	5,414.26	135,110.00	132,949.86	-3,254.12	-2.41
381	Ryan Library Trust	0.00	0.00	0.00	0.00	0.00	0.00
382	Martin Estate Trust	1,600.00	0.00	1,600.00	452.00	1,148.00	71.75
384	Tweed Trust	50,000.00	0.00	50,000.00	15,924.32	34,075.68	68.15
420	1996 GO Bonds	0.00	0.00	135,736.27	135,736.28	-0.01	0.00
561	Water Enterprise	6,093,313.51	97,282.83	6,272,780.99	5,309,136.78	866,361.38	13.81
571	Sewer Enterprise	2,915,179.50	188,153.78	3,161,220.55	2,542,924.12	430,142.65	13.61
572	Wastewater Bond	0.00	0.00	0.00	0.00	0.00	0.00
573	Fund	0.00	0.00	0.00	0.00	0.00	0.00
581	Insurance Benefit Fund	0.00	0.00	0.00	444.88	-444.88	0.00
582	Internal Service Garage Fund	241,721.00	0.00	241,721.00	223,580.59	18,140.41	7.50
592	Equipment Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00
593	Fire Equipment Replacement	0.00	0.00	0.00	52,903.90	-52,903.90	0.00
700	Flood Control Capital	0.00	0.00	37,803.00	0.00	37,803.00	100.00
713	Civic Impact	1,750.00	8,647.78	26,604.85	103,330.12	-85,373.05	-320.89
733	Capital Project Planning	16,855.20	0.00	18,732.39	247,526.87	-228,794.48	-1,221.38
734	Park Impact	50,000.00	0.00	50,000.00	0.00	50,000.00	100.00
740	Traffic Mitigation Impact	0.00	7,991.32	8,370.48	379.16	0.00	0.00
741	Street Capital Improvement	32,604.60	547,788.57	93,307.60	1,293,509.10	-1,747,990.07	-1,873.36
742	Storm Drain Improvement	0.00	7,991.32	8,370.48	379.16	0.00	0.00
743	TDA Grant	0.00	0.00	0.00	0.00	0.00	0.00
744	Housing Impact	0.00	0.00	0.00	53.61	-53.61	0.00
745	Parking In-Lieu	30,000.00	30,000.00	30,000.00	0.00	0.00	0.00
751	Affordable Housing	25,000.00	0.00	155,000.00	140,476.16	14,523.84	9.37
752	Measure E - TOT	0.00	0.00	0.00	0.00	0.00	0.00
763	Water Capital Project	708,859.46	709,781.56	1,423,692.48	778,797.81	-64,886.89	-4.56
764	Water Impact	0.00	7,991.33	8,370.50	379.17	0.00	0.00
773	Sewer Capital	121,712.95	750,920.33	466,840.76	274,917.42	-558,996.99	-119.74
774	Sewer Impact	0.00	7,991.33	8,370.50	379.17	0.00	0.00
Expense Total		31,501,504.74	2,820,247.35	34,803,868.69	31,431,442.72	552,178.62	0.0159

CITY OF ST. HELENA

RESOLUTION NO. 2019-_____

RESOLUTION APPROVING A BUDGET INCREASE FOR FY 2018-19 OF \$14,000 TO RECREATION OTHER CONTRACT SERVICES - 289-4728-2145 AND AN OFFSETTING BUDGET INCREASE OF \$14,000 TO RECREATION REGISTRATION REVENUE - 289-3430-0000

RECITALS

- A. The City has traditionally amended its budget during the year as new and updated information becomes available; and
- B. It is necessary to increase the expense and revenues for the Recreation Fund due to an increase in enrollment in Recreation classes.

RESOLUTION

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

- 1. Adoption of this resolution is not subject to CEQA; and
- 2. Authorizes a budget increase to the following:
 - a. Increase to Recreation Other Contract Services 289-4728-2145: \$14,000
 - a. Increase to Recreation Registration Revenue 289-3430-0000: \$14,000

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



FY 2018-19 Q4 Budget Review Unaudited

By: Mandy Kellogg, Administrative Services Manager

Finance Department

July 23, 2019 City Council Meeting



Overview of Revenues - General Fund

Collected through July 3, 2019

DESCRIPTION	ADOPTED	ADJUSTED	ACTUAL Q4	% TO DATE
Property Tax	4,566,939	4,798,429	5,178,775	108%
Sales Tax	4,778,820	4,778,820	4,085,508	85%
Transient Occupancy Tax	3,350,823	3,350,823	2,913,804	87%
Other Taxes	208,755	208,722	181,841	87%
Charges for Services*	96,107	96,107	2,512	3%
Fines and Forfeits	65,203	65,203	218,865	336%
Licenses and Permits	949,796	949,796	889,227	94%
Development Fees	13,519	13,519	25,600	189%
Intergovernmental	64,636	64,636	510,758	790%
Interest and Rents	96,040	96,040	304,588	317%
Miscellaneous	73,718	73,718	176,976	240%
TOTALS	14,264,356	14,495,846	14,488,453	100%



Overview of Revenues - General Fund

- Anticipated an additional \$1.1 million in revenues will be received (May and June Sales Tax and June TOT)
- Anticipated FY 2018-19 revenues will be \$15.6 million



Overview of Expenditures - General Fund

Invoices paid through July 3, 2019

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,458,327	1,493,820	1,311,828	181,752	12%
Council	286,769	286,049	202,029	78,313	27%
Administration	1,004,140	1,092,977	992,195	70,620	6%
Finance	401,832	553,491	477,234	32,611	6%
Attorney**	425,000	515,000	377,377	137,623	27%
Planning/Building	1,157,552	1,336,877	1,123,175	202,691	15%
Library	1,055,590	1,076,883	940,753	113,717	11%
Parks & Recreation	216,295	217,821	193,972	22,099	10%
Fire	1,219,151	1,410,174	1,313,689	57,062	4%
Police	3,204,405	3,207,315	3,052,192	153,788	5%
Public Works	3,829,580	4,104,434	3,707,535	240,795	6%
Grand Total	14,257,891	15,294,842	13,691,980	1,291,070	8%



Overview of Expenditures - General Fund

- Anticipated an additional \$750,000 in invoices will be received for FY 2018-19
- Anticipated FY 2018-19 expenditure total of \$14.4 million – 94% of the adjusted budget amount



Overview of General Fund

SUMMARY OF ESTIMATED GENERAL FUND REVENUES/EXPENSES

General Fund	2018-19 Adopted Budget	2018-19 Adjusted Budget	FY 2018-19 Estimated	Variance from Adjusted
Revenues	\$14,264,356	\$14,495,846	\$15,588,453	\$1,092,607
Expenses	\$14,264,191	\$15,294,842	\$14,441,980	\$852,862



General Fund Net Position - Estimated

Unassigned GF Balance (101 only) @ 6/30/18		\$6,230,068	Net Position %
Estimated Revenues	\$15,588,523	 	
Estimated Expenses	(\$14,441,980)	 	
Use of Reserves	\$0		
Estimated Unassigned Net Position @ 6/30/19		\$7,376,611	51%



Overview of Revenues and Expenses - Water Fund through July 3, 2019

Water Fund Revenues	FY 2018-19 Adopted	Amount Collected Through 7/3/19	% Collected Through 7/3/19	FY 2018-19 Estimated
Water Fund	6,093,314	5,583,334	92%	6,093,314

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,212,579	1,203,911	1,120,719	82,953	7%
Council	16,771	16,771	12,753	4,018	24%
Administration	253,933	255,510	228,939	18,452	7%
Finance	313,677	341,751	283,110	42,416	12%
Attorney	130,000	170,000	147,943	22,057	13%
Public Works	4,166,354	4,284,838	3,515,674	696,467	16%
Grand Total	6,093,314	6,272,781	5,309,137	866,361	14%



Overview of Water Fund

SUMMARY OF ESTIMATED WATER FUND REVENUES/EXPENSES

Water Fund	2018-19 Adopted Budget	2018-19 Adjusted Budget	Projected 6/30/19	Variance
Revenues	\$6,093,314	\$6,093,314	\$6,093,314	\$0
Expenses	\$ 6,093,314	\$ 6,272,781	\$ 6,272,781	\$0



Water Fund Net Position

Water Fund Balance @ 6/30/18		\$3,226,523	Net Position %
Estimated Revenues	\$6,093,314		
Estimated Expenses	(\$6,272,781)		
Revenue Less Expenses	(\$246,196)		
Estimated Net Position @ 6/30/19		\$2,980,327	47%



Overview of Revenues and Expenses - Wastewater Fund through July 3, 2019

Wastewater Fund Revenues	FY 2018-19 Adopted	Amount Collected Through 7/3/19	% Collected Through 7/3/19	FY 2018-19 Estimated
Wastewater Fund	3,155,179	4,060,628	129%	4,323,559

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	459,036	449,111	380,227	68,644	15%
Council	16,771	16,771	12,752	4,019	24%
Administration	171,926	174,779	153,080	15,653	9%
Finance	231,598	258,029	209,057	32,966	13%
Attorney	30,000	210,000	105,791	104,209	50%
Public Works	2,005,849	2,052,530	1,682,016	204,651	10%
Grand Total	2,915,180	3,161,221	2,542,924	430,143	14%



Overview of Wastewater Fund

SUMMARY OF ESTIMATED WASTEWATER FUND REVENUES/EXPENSES

Wastewater	2018-19 Adopted Budget	2018-19 Adjusted Budget	Projected 6/30/19	Variance
Revenues	\$3,155,179	\$3,155,179	\$4,323,559	\$1,168,380
Expenses	\$ 2,915,180	\$ 3,161,221	\$3,161,221	\$0



Wastewater Fund Net Position

Wastewater Fund Balance @ 6/30/18		\$843,684	Net Position %
Estimated Revenues	\$4,323,559		
Estimated Expenses	(\$3,161,221)		
Revenue Less Expenses	\$1,162,338		
Estimated Net Position @ 6/30/19		\$2,006,022	63%



All Funds – Summary

7/3/19

Description	Adopted Budget	Adjusted Budget	YTD Collected/Spent	Available Budget
Revenues	\$35,041,841	\$35,556,802	\$35,443,442	\$113,360
Expenses	\$31,504,504	\$34,803,869	\$31,431,443	\$552,179

Budget Adjustment – Fund 289 Recreation

1. Budget Increase of \$14,000 for Other Contract Services
2. Budget Increase of \$14,000 for Recreation Revenues



Checks over \$100,000 CARES/Leak Adjustments

Check #	Vendor	Check Date	Check Amount	Notes
105453	Glenmount Global Solutions, LLC	5/22/2019	\$129,379.00	Installation of Bell Canyon SCADA Enhancement
105548	Burke, Williams, & Sorensen LLP	6/12/2019	\$147,074.81	March 2019 Attorney Bills

St. Helena Low Income Subsidy Program (CARES) – FY 2018-19 Q4

- 106 Participants
- \$11,639.92

Leak Adjustments – FY 2018-19 Q4

- 5 leak adjustments
- 261 units of water
- \$1,405.10



- Staff recommends City Council -authorize budget increases
- Receive and File 4th Quarter FY 2018-19 Unaudited report



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: New Business

Subject: Consideration of approval of a Resolution: (1) approving the purchase of a Pelican P Three Wheel Broom Street Sweeper in the amount of \$283,920.74 from Owen Equipment, (2) authorizing a 60 month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman LLC, and (3) authorizing the City Manager to execute all necessary documents.

CEQA Determination: Not a CEQA project

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Public Works Department currently operates with one street sweeper that was purchased in 2002. Due to the age of the street sweeper, it has become inefficient and is in need of replacement. During the FY 2019-20 budget process, the department recommended, and the City Council approved, the lease purchase of a new street sweeper.

DISCUSSION

City staff has selected the Elgin Pelican broom sweeper to replace the current street sweeper. This type of sweeper is three-wheeled and meets the highest sweeper standards including maneuverability, visibility, economy, serviceability, single lane dumping with a sweep system that easily handles heavy compacted dirt and bulky debris, and has a waterless dust control feature which allows for year round sweeping, sweeping with water conservation, and elimination of the use of water on reactive compounds. Additionally, the Elgin Pelican has an isolation-mounted cap that provides a cleaner, quieter operation and improved 360-degree visibility.

In accordance with City of St. Helena Municipal Code Section 3.04.150, (Cooperative purchasing with other agencies). The bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, City Council approval is required prior to and for the joining of a “piggy-back” purchase or cooperative purchase for a purchase greater than twenty-five thousand dollars (\$25,000.00).

On December 15, 2017, Federal Signal Corp (Elgin Sweeper Company and Vactor Manufacturing) responded to a Request for Proposal (RFP) issued by Sourcewell - formally the National Joint Powers Alliance (NJPA) and was awarded a four year contract, Contract #122017-FSC, on February 23, 2018 for sewer vacuum, hydro-excavation, and street sweeper equipment, with related accessories and supplies. Because the contract awarded is for four years, city staff requested a quote for a contract qualified Elgin Pelican P Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor with Waterless Dust Control through Owen Equipment. Owen Equipment is an authorized Elgin Sweeper dealer with a location in Fairfield, California and as an authorized dealer is included in the Sourcewell contract. The total cost of the equipment is \$283,720.74.

The City's FY 2019-20 adopted budget assumes lease-purchase financing of the street sweeper with the lease term of 60 months. The City solicited estimated rate quotes for lease-purchase financing for the street sweeper from Ascentium Capital LLC, Brandis Tallman LLC, and Holman Capital. Ascentium Capital, LLC and Brandis Tallman LLC responded to the request. Ascentium Capital, LLC is a direct lender and Brandis Tallman LLC is a municipal bond underwriter and placement agent. The quotes received from the two firms are as follows:

Institution	Estimated Rate*	Interest	Placement Fee	Bank Fees	Total Year Costs	5
Ascentium Capital, LLC	4.18% to 4.39% dependent on payment frequency			None	\$308,826 - \$312,830	
Brandis Tallman, LLC - Cal Bank and Trust	2.49%		\$2,000	\$1,500	\$307,466	
Brandis Tallman, LLC - Opus Bank	2.73%		\$2,000	\$1,000	\$308,898	

Brandis Tallman, LLC - Umpqua Bank	2.87%	\$2,000	None	\$308,968
Brandis Tallman, LLC - Kansas State Bank	3.07% to 3.12% dependent on payment frequency	\$2,000	None	\$310,610 - \$311,021
Brandis Tallman, LLC - Five Star Bank	3.25%	\$2,000	\$1,670	\$313,915
Brandis Tallman, LLC - Bank of Marin	4.5% to 4.85% dependent on payment frequency	\$2,000	\$710	\$323,283 - \$326,232

*The rates quoted are estimated and will be set when the agreement is executed.

Based on the quotes received, staff recommends City Council adopt a resolution authorizing the purchase of the Elgin Pelican street sweeper through Owen Equipment and authorize the lease-purchase financing of the equipment with a qualified lending institution utilizing Brandis Tallman, LLC as the placement agent.

FISCAL IMPACT

The purchase price of the street sweeper is \$283,920.74 and will be financed over 60 months. Based on the lowest lender quote received, the estimated interest rate is 2.49%. The total amount of estimated fees will not exceed \$3,500 and total estimated interest is \$20,046, for an estimated 5 year cost of \$307,466 (principal, interest, and fees). The annual lease payment will be approximately \$61,500 per year. Upon the placement agent being hired and credit approved by the lender, the interest rate will be finalized. The annual lease payment has been included in the FY 2019-20 adopted budget.

RECOMMENDED ACTION

Staff recommends City Council approve the Resolution: (1) approving the purchase of a Pelican P Three Wheel Broom Street Sweeper in the amount of \$283,920.74 from Owen Equipment, (2) authorizing a 60 month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman LLC, and (3) authorizing the City Manager to execute all necessary documents.

ATTACHMENTS

[Attachment 1: Saint Helena pelican NJPA Waterless Sweeper Quote](#)

[Attachment 2: Federal Signal Contract 122017_0](#)

[Attachment 3: Resolution Street Sweeper Purchase](#)



Presents an NJPA/Sourcwell Proposal Summary

of the



Pelican Waterless

Pelican P Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor with Waterless Dust Control

for

City of Saint Helena
1405 Charter Oak Ave
Saint Helena, CA 94574

Ed Hodges

Tel: (707) 237-1020

Quote Number: 2018-27669

1 of 6

PRODUCT DESCRIPTION

· Dust control skirts, dust extraction fan and filtered air exhaust, with dual hydraulically driven gutter brooms, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white.

STANDARD FEATURES

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6" fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials

- Tow loops, four
- Water tank, Aluminum:35 gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

ADDITIONAL FEATURES

- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Midwest Autolube Dual Sidebrooms
- Conveyor Stall Alarm
- Rubber Dirt Shoes
- Right Hand Lockable Toolbox with Hose Basket
- LED Stop/Tail/Turn
- LED Clearance Lights
- Lighting Package 8: Two LED Strobes w/Guard + Four Roof Mounted Sweep Flashers + Led Front ID Lights and Rear LED Arrowstick
- Unheated Unmotorized Mirrors
- AM/FM/CD With (2) Map Lights
- Dual Heavy Duty Limb Guards
- Right Hand Bostrom Air Ride Hi Back Cloth
- Left Hand Bostrom Air Ride Mid Back Cloth
- 1 X 2.5 Lb Fire Extinguisher
- Reflectors (Set Of 6)
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual

NJPA/Sourcwell PRICE FOB City of Saint Helena, CA.....	\$ 261,589.60
Sales Tax (8.25%).....	\$21,581.14
Delivery.....	\$750.00
Total.....	<u>\$283,920.74</u>

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 30 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 60 Days **TERMS:** Net 10 or Approved Lease

If you have any questions please give me a call at (707) 237-1020.

Sincerely,

Ed Hodges

Ed Hodges
Regional Manager



Price valid for 30 Days from date of 9/12/2018

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LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

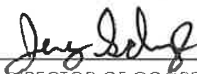
NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)


 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
 (NAME PRINTED OR TYPED)

Awarded on February 19, 2018

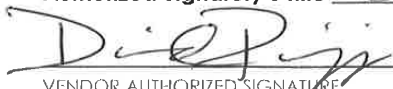
NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager


 VENDOR AUTHORIZED SIGNATURE

David Panizzi
 (NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Federal Signal Corp. (Elgin sweeper Co. and Vactor Manufacturing)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature:

D. P. Jr.

Date:

Dec. 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:

[Signature]

2/6/18

NJPA Legal Department

**Contract Award
RFP#122017**

FORM D**Formal Offering of Proposal**

(To be completed only by the Proposer)

**SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED
ACCESSORIES AND SUPPLIES :**

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Federal Signal Corp. Date: December 15, 2017Company Address: 1415 West 22nd StreetCity: Oakbrook State: IL Zip: 60523CAGE Code/Duns & Bradstreet Number: 045256666 Elgin # 005212303
Vactor # 095793170Contact Person: David Panizzi Title: Business Development ManagerAuthorized Signature: David Panizzi *David Panizzi*
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

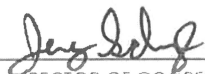
NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

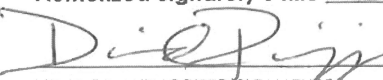
NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager



VENDOR AUTHORIZED SIGNATURE

David Panizzi

(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swear that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: FEDERAL SIGNAL CORP - ELGIN SWEEPER COMPANY/VACTOR MANUFACTURING

Address: 1415 West 22nd St.

City/State/Zip: Oakbrook, IL 60523

Telephone Number: 630-954-2000

E-mail Address: dpanizzi@federalsignal.com

Authorized Signature: David Panizzi

Authorized Name (printed): David Panizzi

Title: Business Development Manager

Date: Dec. 15, 2017

Notarized



Subscribed and sworn to before me this 15TH day of DECEMBER, 2017

Notary Public in and for the County of KANE State of IL

My commission expires: 7/20/18

Signature: Beverly A. Thies

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: _____ Federal Signal Corp (Elgin and Vactor) _____

Questionnaire completed by: _____ David Panizzi _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Payment terms are determined between the ESG dealer and the NJPA member. General terms between dealer and the ESG are Net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Available leasing or financing programs are determined between the ESG Dealer and NJPA member. We do sponsor third party full service lease and turnkey maintenance program for our dealer. We have also worked with National Cooperative Leasing (NCL), an NJPA contract holding vendor, to provide information on leasing and financing solutions through our dealer network.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA member submits a Purchase Order to the ESG Dealer with payment made by the NJPA member to the ESG Dealer. ESG dealer will facilitate and process all product orders and invoicing. Elgin and Vactor equipment is exclusively provided by contracted dealers. If required, a detailed listing of dealers can be provided.

Our dealers report NJPA sales through their local Regional Sales Manager (RSM) who, in-turn, provide quarterly updates to internal Sales management. We are working to implement an enhanced process designed to gather all pertinent reporting information (Entity name, location, contact and transaction price) at the time of order. Manual reporting will be required for existing dealer stock inventory that is sold to NJPA members.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Standard Warranty is for 12 months on the complete unit but certain components have longer standard warranties (i.e. aux engines). These are identified in our standard limited warranty statement. The Statement also defines start date, applications, etc. Units are registered for warranty using our on-line

warranty system. Warranty repairs are performed by our contracted and certified dealers. Claims are filed by the ESG Service provider/dealer within the system as well. Additionally, the ESG service parts and warranty guide is published on the ESG Dealer website and contains claim submissions standards and guidelines for conducting warranty repairs. Generally, qualifying warranty claims for parts and labor are covered. Extended warranties are available for additional charge.

- Do your warranties cover all products, parts, and labor?
All Standard Warranty include material and labor to either repair or replace our option.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Standard Limited Warranty is based on in service days only. There is no restriction on hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
ESG Dealer network covers the entire U.S. and Canada. NJPA members can arrange with ESG dealer in their respective area to receive warranty work.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Warranties for items made by other manufactures are covered by the original equipment manufacture. We can and have intervened on behalf of our dealers and end-user customers to get the required OEM support (i.e. chassis or engine manufacturers).
- What are your proposed exchange and return programs and policies?
A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situation, we will review and handle on a case by case basis. If this ultimately means a return or exchange then we, along with our dealer, will work to facilitate the return or exchange with the goal of complete customer satisfaction and to be life-long repeat customers.

Regarding product trade-in or buybacks - Our dealers do provide product trade-in or buy-back amounts for many of our products. This is at our dealer discretion and can be discussed during the proposal/quoting process.

- 6) Describe any service contract options for the items included in your proposal.
Service contracts are not offered at the manufacture level. Most ESG dealerships do offer service contract options. This could be as simple as a maintenance agreement with the end user to a full-service parts, maintenance and exchange program. these programs vary by dealers.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
Elgin Street Sweepers including mechanical, pure vacuum and regenerative air sweepers. Vector Combination Sewer Cleaners, Stand-alone Catch-basin Cleaners and Jetters, and Hydro Excavation Machines.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
Elgin will use Excel Spreadsheets for each street sweeper model. Vector will use pdf files for each product category including combination sewer cleaners, jetters and the various hydro-excavation

products. The price sheets/files will list top-level models with line item pricing for all available option content. The price sheets do contain a great deal of information but are separated by model or product category to help the NJPA members understand.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

NJPA Members enjoy a 3% discount from list price. The Elgin price sheets provided will show line-item pricing and calculate and apply the 3% NJPA discount. The Vactor pdf pricing files will have the 3% discount already calculated and applied to each line item. This will represent the ceiling based price. Additional discounting may be considered for volume purchases or unique situations. This is handled on a case-by-case basis

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity or Volume discounts may be considered but this would be on a case-by-case basis.

- 12) Propose a method of facilitating "sourced" products or related services which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Elgin and Vactor offer "special" option capability which allows engineering to research and design unique product features. These "specials" will be priced using our specials process (to determine a list price) and discounted at the 3% level (minimum).

The "sourced" product would be stock chassis or special chassis options to which the 3% discount would not apply. Our stock (Elgin or Vactor spec) chassis are considered a "pass-through" cost item. This means we do not look to profit from required "sourced product" and therefore look to only recoup our costs. That's why no discount would apply to the "sourced" product.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any Dealer costs for dealer installed items including local freight and PDI are not included in our pricing submittal. Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, special or additional training, recommended spare parts, etc.

These additional costs would only be imposed by our authorized dealers.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member.

Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, specialized or additional training, recommended spare parts, etc.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

ESG has Dealers in Alaska, Hawaii and Canada (and through out the world). Elgin and Vactor works with the ESG dealer to deliver the unit to their specified location and the ESG dealer would deliver the unit to the NJPA customer. We currently have products operating in Alaska, Hawaii and Canada. Delivery to these locations are standard practices that may include packaging for water/sea freight.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

ESG delivers the piece of equipment to the ESG Dealer who works with the NJPA member on delivery method. Because of the size of our products unique or varied delivery options may not be available or work logistically.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Dealers are required to indicate an NJPA member purchase on their purchase order to us. Dealers are required to report customer information including Name, Contact information, and transaction price. ESG Director of Dealer Sales tracks and reports on all NJPA contract sales on a Quarterly basis. The only exception to this are for units that are existing dealer inventory (dealer stock) that are sold after the transaction between us and our dealer has transpired. The sales are more difficult to track and have delayed reporting in the past. We will be tasking our Regional Sales Managers with gathering and reporting this information in a timely manner.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We proposed to pay a 0.5% administrative fee to the NJPA for contract administration, facilitation and promotion. This fee would be calculated on the dealer-to-NJPA member transaction price less the price of the required chassis. This fee is consistent with our previous NJPA contract and will not be included as part of the pricing to NJPA members.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

We offer the most comprehensive product line in both the street sweeper and sewer cleaning industry.

We have various models of sweepers that use mechanical, regenerative air and pure vacuum sweeping technologies. We focus on what is best for a specific user's application and do not push one technology over another. We offer alternative fueled vehicles as well as waterless dust suppression that not all competitors can match. Again, this allows us to cater to the specific customer's needs rather than using a generic model and trying to "option" it to fit.

With sewer cleaners we offer various sizes from tow-behind trailer units to full size units with extra axels for appropriate weight distribution and bridge law. We offer air movement (vacuum) options from Fan to Positive Displacement (PD blower) units. We have recently introduced options that provide for extra production efficiencies and convenience including water recycling and new control packages.

Our dealer distribution is simply the best - with the greatest geographical coverage for North America virtually no customer will go unserved. All areas of the US and Canada have an assigned dealer. Plus, we have products that meet the full scope of this RFP category.

20) Identify how your products, services and supplies address the scope of this RFP.

The Vactor and Elgin product lines address all aspects of the Scope of this RFP. We are offering multiple models of **Sewer Vacuuming, Hydro Excavation and Street Sweeper Equipment**. We offer varied sizes with an exceptional amount of option availability to customize product to specific member needs. Our companies have a long history of leading our industries and we possess a strong reputation within those industries. Our business is financial strong and we have proven over the years to be an excellent business partner.

Signature:  Date: Dec. 15, 2017

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Resolution Authorizing: (1) the purchase of a Pelican P Three Wheel Brook Street Sweeper in the amount of \$283,920.74 from Owen Equipment, (2) authorizing a 60 month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman LLC, and (3) the City Manager to execute the necessary agreements on behalf of the City.

RECITALS

- A. The Public Works department currently operates with one street sweeper that was purchased in 2002; and
- B. Due to the age of the street sweeper, it has become inefficient and is in need of replacement; and
- C. During the FY 2019-20 budget process, the department proposed, and the City Council approved, the lease purchase of a new street sweeper; and
- D. City staff has selected the Elgin Pelican broom sweeper to replacement the current sweeper; and
- E. In accordance with City of St. Helena Municipal Code Section 3.04.150, the bidding requirements of Section 3.04.100 shall not apply to the purchase of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared and processed through another public, local, state, or federal agency; and
- F. On December 15, 2017, Federal Signal Corp (Elgin Sweeper Company and Vactor Manufacturing) responded to a Request for Proposal (RFP) issued by Sourcewell – formally the National Joint Powers Alliance (NJPA) and was awarded a four year contract, Contract #122017-FSC, on February 23, 2018 for street sweeping equipment; and
- G. Because the awarded contract is valid for four years, city staff requested a quote for a contract qualified Elgin Pelican P Three Wheel Brook Street Sweeper with Dual Side Brooms and Belt Conveyor with Waterless Dust Control through Owen Equipment; and
- H. Owen Equipment is an authorized Elgin Sweeper dealer with a location in Fairfield, CA and as an authorized dealer included in the Sourcewell contract; and

- I. The total cost of the equipment is \$283,720.74; and
- J. The City benefits from participating in the cooperative purchase because it takes advantage of lower bid prices due to the economies of scale in bidding larger quantities of chemicals for all thirteen agencies that cooperate in the purchasing consortium.

RESOLUTION

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

1. Authorizes the purchase of a Pelican P Three Wheel Brook Street Sweeper in the amount of \$283,920.74 from Owen Equipement; and
2. Authorizes a 60-month Lease-Purchase agreement with a qualified lending institution to be placed through Brandis Tallman, LLC; and
3. Authorizes the City Manager to execute the necessary agreements on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of July 23, 2019

Agenda Section: New Business

Subject: Quarterly Grant Report for FY 2019 Q4, for the period ending June 30, 2019

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2019.

DISCUSSION

New Awarded Grant Applications in FY 2019 4th Quarter

The City of St Helena was awarded two new grants during 4th Quarter of Fiscal Year 2019.

California Library Association	Lunch at the Library - Purchase new chairs for the Lunch at the Library Program	\$5,000
California Library Association	Purchase supplies for the Dia De Los Ninos Event	\$475

Applications Pending

The City has six grant applications pending.

Agency	Project	Amount
CalOES/FEMA - HMGP	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities.	\$495,675

CalOES/FEMA - HMGP	Spring Mountain pressure zone pump station and tank improvements.	\$1,282,680
Department of Alcoholic Beverage Control	Alcohol Policing Partnership Program - Training and educations programs, decoy operations, and development of an Alcoholic Beverage - Responsible Beverage Sales and Service Ordinance.	\$40,000
California Department of Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000
Alzheimer's Foundation of America	Project Lifesaver Program to provide services to locate at-risk citizens that are prone to wandering.	\$5,000
Bulletproof Vest Partnership	Purchase of four bulletproof vests	\$1,562

CalOES/FEMA: Emergency Backup Power - A Notice of Interest was submitted to CalOES for an emergency backup power project and was determined to be eligible in February 2018. The total project cost is estimated at \$660,900 and requires a 25% cash match. Applications are being reviewed by CalOES and were to be submitted to FEMA for additional review on October 9, 2018, however due to multiple disasters the review process was delayed. CalOES contacted the City on March 11th requesting a modification to the original application. Based on the type of projects that Hazard Mitigation Grants can fund it was determined that the City can only request a portable generator for a location if there was not a possible option to install a permanent generator. CalOES recommended a modification to the original application to include fixed generators where possible. The application was modified to include three fixed generators at the Library, Stonebridge Wells, and Flood Control Project. One portable generator was included in the application modification for Madrone Knoll due to site constraints. The modifications to the application were submitted to CalOES on March 20, 2019. On April 15, 2019, the City received notification that Cal OES has submitted our grant application to FEMA for grant review and funding consideration.

CalOES/FEMA: Spring Mountain Pressure Zone - A Notice of Interest was submitted to CalOES for an emergency backup power project and was determined to be eligible in December 2018. The total project cost is estimated at \$1,710,240 and requires a 25% cash match. The City submitted an application to CalOES on April 18, 2019.

Department of Alcoholic Beverage Control: Alcohol Policing Partnership Program - An application was submitted to the Department of Alcoholic Beverage Control in March 2019. If eligible the City will receive funding to create training and education programs

for licensed establishments, students and parents, and citizens. Funding will also be used for the Police Department will conduct decoy operations to further enforcement within the City. In addition, the City will develop a policy and procedure related to responsible beverage sales and service, which will assist with the development of an Alcoholic Beverage - Responsible Beverage Sales and Service Ordinance. The total amount of funding requested is \$40,000.

California Department of Housing and Community Development (HCD): SB2 Planning Grant - An application was submitted to HCD on June 19, 2019. If eligible the City will receive funding for zoning code updates that are required to implement a number of housing policies and directives identified in the General Plan and the 2015 Housing Element that will improve access to housing and facilitate housing production surrounding the urban core, encouraging higher density housing in city center and near transit. The total amount of funding requested is \$160,000.

Alzheimer's Foundation of America: Project Lifesaver Program - The City submitted an application on June 30, 2019. If the application is approved the City will receive funding for services and technology to locate at-risk citizens as quickly as possible that are prone to wandering and becoming lost. The total amount of funding requested is \$5,000.

Bullet Proof Vest Partnership: The City submitted an application on June 6, 2019. If the application is approved the City will receive funding to purchase four new bulletproof vests for the Police Department. The grant requires a 50% match from the City. The total amount of funding requested is \$1,562.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$7.03 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califia	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	\$ -	0.0%	The CENIC connection was completed in March 2019.
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans	\$500,000	\$ -	89.6%	17 HOME projects were completed. City is disencumbering \$51,980 in unspent funds.

Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
Environmental Protection Agency (EPA)	Upper York Creek Ecosystem Restoration	\$987,876	\$987,876	4.5%	Project is moving forward in two phases.
CalTrans/Federal - OBAG2	Main Street Pedestrian Improvements	\$1,206,000	\$351,000	0.0%	Planning and design process for the Streetscape began February 2019.
SF Bay Area Integrated Regional Water Management (IRWM)	Upper York Creek Ecosystem Restoration	\$800,000	\$1,174,119	0.0%	Not eligible for reimbursement Grant share costs until required funding match is met.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$135,000	\$ -	93.9%	The final grant disbursement of \$33,562 was received April 2019.
Metropolitan Transportation Commission - TDA 3	Hunt Avenue Sidewalk Gap Closure	\$75,000	\$ -	0.0%	Contract was awarded June 25th. Construction is scheduled to begin Summer 2019.
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$327	\$327	0.0%	Pending reimbursement that was requested on 06/06/2019.
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	0.0%	Design phase will begin Fall 2019 and construction is anticipated to begin 2020.
Department of Justice	Prop 56 - Hire law enforcement officer to manage programs educating and enforcing issues of underage tobacco use.	\$393,514	\$ -	7.7%	2nd quarter report and 1st invoice is due 07/31/2019.

Closed Out Grants

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
California State Library	California Public Library Broadband Project - Broadband Rewiring	\$20,000	\$20,000	100.0%	Reimbursement received 08/2018.
CalOES	Public Assistance Grant for Disaster No. 4344-DR-CA	\$105,854	\$ -	100.0%	Reimbursement received 08/2018.
CA Board of State and Community Corrections	Body Worn Camera System	\$11,216	\$ -	100.0%	Equipment was received from Motorola in November 2018
Metropolitan Transportation Commission - TDA 3	Railroad Avenue ADA Ramps	\$51,500	\$102,500	100.0%	Reimbursement received 04/2019.

Flood Projects

- Measure A – On December 19, 2017, the Napa County Flood Authority approved Amendment No. 12 to the Agreement authorizing disbursement of the remaining Measure A funds through its sunset in June 2018 which was estimated to be approximately \$5.3 million. In March 2018 the City received a disbursement for \$1,053,609 and in September the City received a disbursement for \$3,970,518. In October, the City paid a total of \$5,120,250 towards the balance of the SRF Loan. The City will receive an final interest disbursement the County for the remainder of Measure A funds.
- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive \$237,000 still held by DWR.

Non-Profit Grant Applications

For FY 2018/19 a total of 17 applications were funded, totaling \$143,700 and a fee waiver in the amount of \$1,500. One grantee has forfeited their award in the amount of \$10,000 and one grantee has requested a 6 month extension that was approved on June 28, 2019. The grant funding period ended on June 30, 2019 and final reports and reimbursement requests are due no later than July 30, 2019. This chart shows the organization, grant award and percent expended as of June 30, 2019.

Grantee	Project	Award Amount	% Grant Funds
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			Expended
Boys & Girls Club of St. Helena and Calistoga	Power Hour - Homework Assistance Program	\$10,000	100.0%
California Federation of Women/St. Helena Junior Women's Club	Spelling Bee and Community Christmas Family Adoption	\$1,300	0.0%
Friends of the Cameo	Film fees, video display, speaker fees and travel, videographer, advertising, graphic design, and staff support for the Come to Your Senses programs	\$10,000	100.0%
Kiwanis Foundation of St. Helena	College scholarships for graduating students of St. Helena High School	\$3,000	100.0%
Lincoln Theater	St. Helena Live Program - Performer fees, technical support, advertising, and staff support - Extension Approved	\$10,000	0.0%
Native Sons of the Golden West St. Helena Parlor 53	Native Sons Hall Preservation Design	\$10,000	0.0%
Nimbus Arts	St. Helena Community Art Creativity Corner - Final Phase: Award was forfeited	\$ -	0.0%
OLE Health - St. Helena Health Center	Diabetic Services - Medical equipment	\$10,000	100.0%
Our Town St. Helena	Brenkle Court & Farm Worker Housing Projects	\$10,000	0.0%
Rianda House	2018 General Programming	\$10,000	100.0%
Saint Helena Farmers Market	Market Match Program	\$6,400	0.0%
Saint Helena Historical Society	Voices of St. Helena Program	\$8,000	0.0%
St. Helena Preschool for All	Preschool tuition for eligible children	\$10,000	100.0%
St. Helena Community Band	Community Band Performance Fees - Band Director, insurance, facility and equipment fees, and operational costs	\$10,000	100.0%
St. Helena Little League	St. Helena Little League uniforms and equipment	\$10,000	100.0%
UpValley Family Center	Operating and personnel costs to provide services for Community Connections Program	\$10,000	0.0%
Vailima Foundation	Treasure Island Mural Project	\$5,000	100.0%

For FY 2019/20 a total of 21 applications were funded. Upon adoption of the FY 2019/20 Operating Budget, grant agreements were sent to each of the grantees. As of June 30th, the City has executed 13 grant agreements.

Community Enrichment Grants (Attachment 1)

- 11 Awards = \$50,000

Programmatic Grants (Attachment 2)

- 10 Awards = \$169,000

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.

ATTACHMENTS

[FY 2019/20 Community Enrichment Grants](#)

[FY 2019/20 Programmatic Grants](#)

[4th Quarter Grant Report Presentation](#)

Attachment 1

<i>FY 2019/20 Community Enrichment Grant Applications</i>		
Applicant	Description	Adopted Funding
Boys and Girls Club	Power Hour - Homework Assistance Program	5,000
Community Organizations Active in Disaster (COAD)	COAD Community Response Table-Top Exercise	2,500
Friends of the Cameo	Arts in April 2020	10,000
Kiwanis Foundation St. Helena	St. Helena Kiwanis Foundations Scholarships	1,500
Music in the Vineyards	2019 Music in the Vineyards Community Outreach Program	2,500
NapaShakes	NapaShakes On Screen in St. Helena	4,500
Nimbus Arts	Free Community Festival & Event Art Activities	6,000
Saint Helena Community Band	Saint Helena Community Band Yearly Performances	5,000
St. Helena Choral Society	3rd Annual A Capella Festival	3,000
St. Helena Historical Society	"St. Helena: History a la Carte" Project - Didactic Panels/Storyboards and Travelling Trunks Museum	5,000
Vailima Foundation	Gallery and Exhibition Improvement Project	5,000
Total Funding		50,000

Attachment 2

<i>FY 2019/20 Programmatic Grant Applications</i>		
Applicant	Description	Adopted Funding
Boys and Girls Club	Teen Center	30,000
California Federation of Women	Spelling Bee & Community Christmas Family Adoption Program	1,200
Collabria Care	UpValley Village Fee Waiver Program	6,000
Community Organizations Active in Disaster (COAD)	COAD Community Preparedness Events	5,300
Mentis	Mentis Teens Connect Teen Mental Health Program	29,400
Our Town St. Helena	Organizational Development & Assistance to Marietta HOA	25,000
Rianda House	Senior Center Wellness and Enrichment Programs	30,000
St. Helena Farmers' Market	Market Match Program	2,500
St. Helena Little League	St. Helena Little League Uniforms & Equipment	10,000
Up Valley Family Centers	Community Connections and Immigration Assistance	30,000
Total Funding		169,400



CITY OF ST. HELENA

QUARTERLY GRANT REPORT

Fiscal Year 2019 4th Quarter, for the period ending June 30, 2019

Newly Awarded Grants

- *California Library Association – Lunch at the Library*
 - New chairs for the Lunch at the Library Program
 - Total Award = \$5,000
- *California Library Association – Dia De Los Ninos*
 - Supplies for the Dia De Los Ninos Event
 - Total Award = \$475

Pending Grant Applications

- *CalOES/FEMA HMGP – Emergency Backup Power*
 - Purchase Three Permanent Generators and One Portable Generator, Including Installation of Electrical Panels
 - Total Estimated Project Cost = \$660,900
 - Requires 25% Match = Estimated at \$165,225
 - \$137,500 is included in the FY 2018/19 Budget
- *CA Department of Housing & Community Development – SB2 Planning Grant*
 - Zoning Code updates
 - Total Estimated Project Cost = \$500,000
- *Alzheimer's Foundation of America – Project Lifesaver*
 - Provide services to locate at-risk citizens that are prone to wandering
 - Total Estimated Project Cost = \$5,000
- *Bullet Proof Vest Partnership*
 - Purchase 4 new bullet proof vests
 - Total Estimated Project Cost = \$3,124
 - Requires 50% Match = Estimated at \$1,562

Active Grants Highlights

- *Department of Housing and Community Development: HOME Grant*
- *Upper York Creek Ecosystem Restoration*
 - *Environmental Protection Agency (EPA)*
 - *SF Bay Area Integrated Regional Water Management (IRWM)*
- *Friends & Foundation: Library Enhancements*
- *Bullet Proof Vest Partnership*
- *Department of Justice: Prop 56 Tobacco Grant*



Closed Grants Highlights

- *Metropolitan Transportation Commission – TDA 3*
 - Railroad Avenue ADA Ramps

Non-Profit Grants

- *Fiscal Year 2018/19*
 - Executed 17 Grant Agreements
 - Nine organizations have submitted for reimbursements
 - One organization forfeited grant funds
 - One organization approved for an extension
- *Fiscal Year 2019/20*
 - 21 applications funded
 - Community Enrichment – 11 Awards = \$50,000
 - Programmatic – 10 Awards = \$169,000

Questions