



**AGENDA
JUNE 2, 2015
REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY**

**5:00 P.M. – CLOSED SESSION: BUTTE ROOM
6:00 P.M. – REGULAR MEETING: COUNCIL CHAMBERS**

MAYOR	• John Dukes
VICE MAYOR	• John Buckland
COUNCILMEMBER	• Stanley Cleveland, Jr
COUNCILMEMBER	• Preet Didbal
COUNCILMEMBER	• Kash Gill
CITY MANAGER	• Steven Kroeger
CITY ATTORNEY	• Timothy Hayes

**1201 Civic Center Blvd
Yuba City CA 95993**

Wheelchair Accessible



*If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at 530/822-4817 at least 72 hours in advance so such aids or services can be arranged. **City Hall TTY: 530-822-4732***

**AGENDA
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
June 2, 2015
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net subject to staff's availability to post the documents before the meeting.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone 822-4817, or email tlocke@yubacity.net to allow for time for testimony.

Closed Session—Butte Room

- A. Confer with real property negotiators Steve Kroeger and Brad McIntire pursuant to Government Code Section 54956.8 regarding negotiations for the possible sale of the following city owned properties or portions thereof: APN's 57-150-004 217 S Walton and 57-150-050 211 S Walton Ave.
- B. Confer with labor negotiators Steve Kroeger and Natalie Walter regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code.

Regular Meeting—Council Chambers

Call to Order

Roll Call: ___ Mayor Dukes
 ___ Vice Mayor Buckland
 ___ Councilmember Cleveland
 ___ Councilmember Didbal
 ___ Councilmember Gill

Invocation

Pledge of Allegiance to the Flag

Presentations & Proclamations

- 1. **Chris Gilbert – Appreciation for Dedicated Community Service**

Public Communication

You are welcome and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public comment on items not listed on the agenda will be heard at this time. Comments on controversial items may be limited and large groups are encouraged to select representatives to express the opinions of the group.

2. Written Requests

Members of the public submitting written requests, at least 24 hours prior to the meeting, will be normally allotted five minutes to speak

3. Appearance of Interested Citizens

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements to three minutes.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council, staff or public request specific items to be discussed or removed from the Consent Calendar for individual action

4. Minutes of May 19, 2015

Recommendation: Approve the City Council Meeting Minutes of May 19, 2015.

General Items

5. Presentation of Investment Report – Quarter Ended March 31, 2015

Recommendation: Note & File Quarterly Investment Report

6. Consideration of an Expanded Infill Development Impact Fee Program

Recommendation: Direct staff to draft the needed resolutions for an expanded Infill Impact Fee program as proposed

7. Professional Services Agreement with Atkins North America, Inc., for the preparation of a Climate Action Plan

Recommendation: Award a Professional Services Agreement to Atkins North America, Inc. of Roseville, CA, for the preparation of a Climate Action Plan in the amount of \$103,000 plus \$10,000 contingency with the finding that it is in the best interest of the City.

8. Barry Elementary School – Waterline Extension Project Grant Application

Recommendation:

1. Approve providing water service to Barry Elementary School, contingent upon the approval of a State Revolving Fund Grant, to finance a waterline extension project.
2. Authorize the Public Works Department to proceed with the grant application for a State Revolving Fund (SRF) project, to fund the construction of water lines south of the City Limits to Barry

Elementary School, [Engineer's Estimate for developing the grant application - \$3,000]

9. Professional Services Agreement with RMC Water and Environment for Wastewater Treatment Facility Improvements

Recommendation: Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA to provide engineering services necessary to prepare a pre-design report for the Wastewater Treatment Facility improvements in the amount of \$1,600,000 with the finding that it is in the best interest of the City.

10. Adoption of the City of Yuba City's Fiscal Year 2015-2016 Operating and Capital Budgets and Fiscal Year 2015-2016 Appropriations Limit

Recommendation:

1. Adopt a resolution approving the proposed Fiscal Year 2015-2016 Operating Budget. The proposed All Funds Budget Summary for Fiscal Year 2015-2016 is attached
2. Adopt a resolution approving the Fiscal Year 2015-2016 Capital Improvement Program. Project Summaries by Funding Source are attached to the resolution
3. Adopt a resolution approving the City's Appropriations Limit for Fiscal Year 2015-16

Business from the City Council

11. Appointments to Youth Commission

12. City Council Reports

- Councilmember Cleveland
- Councilmember Didbal
- Councilmember Gill
- Vice Mayor Buckland
- Mayor Dukes

Adjournment

PROCLAMATION:

CHRIS GILBERT
1600 KUBA News Director
Appreciation for Dedicated Community Service in the
City of Yuba City

CITY OF YUBA CITY

Written Requests

Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to speak.

Procedure

When requesting to speak, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:

Terrel Locke, City Clerk

tlocke@yubacity.net

The Mayor will call you to the podium when it is time for you to speak.

CITY OF YUBA CITY

Appearance of Interested Citizens

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

Complete a Speaker Card located in the lobby and give to the City Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

- For Items on the Agenda

Public comments on items on the agenda are taken during Council's consideration of each agenda item. If you wish to speak on any item appearing on the agenda, please note the number of the agenda item about which you wish to speak. If you wish to speak on more than one item, please fill out a separate card for each item.

- Items not listed on the Agenda

Public comments on items not listed on the agenda will be heard during the Public Communication portion of the meeting.

**MINUTES (DRAFT)
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
May 19, 2015
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

Closed Session—Butte Room

- A. Conferred with real property negotiators Steve Kroeger and Brad McIntire pursuant to Government Code Section 54956.8 regarding negotiations for the possible sale of the following city owned properties or portions thereof: APN's 57-150-004 217 S Walton and 57-150-050 211 S Walton Ave.
- B. Conferred with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Firefighters Local 3793, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Dukes at 6:02 p.m.

Roll Call

Present: Councilmembers Buckland, Cleveland, Didbal, Gill and Mayor Dukes
Absent: None

Invocation

Councilmember Buckland gave the invocation.

Pledge of Allegiance to the Flag

Youth Commissioner Lauren Kroeger led the Pledge of Allegiance.

Presentations & Proclamations

1. Salvation Army Week

Salvation Army Captain Tom Stambaugh was presented a Proclamation in honor of Salvation Army Week.

2. Youth Commission Report

Yuba City Youth Commissioners Megan Bains, Katie Ettl, Justine Gill, Preya Gill, Lauren Kroeger, Landon Garcia-Floyd, Jaipaul Maan, Ravina Sidhu, and Isabella Toche presented their annual report to the City Council

3. Chamber of Commerce Tourism Report

Yuba-Sutter Chamber of Commerce Executive Director Rikki Shaffer presented a report to the City Council

The following persons spoke:

Dale Eyer, Drummond Drive Yuba City

Jackie Sillman, Cherry Street, Yuba City

Public Communication

4. **Written Requests - None**
5. **Appearance of Interested Citizens - None**

Public Hearing

6. **Community Development Block Grant 2015-2019 Consolidated Plan, 2015-2016 Annual Action Plan, Citizen Participation Plan and Neighborhood Revitalization Strategy.**

Councilmember Buckland excused himself from the dais.

Mayor Dukes opened the Public Hearing. Hearing no comment, he closed the Public Hearing.

Councilmember Gill moved to adopt **Resolution No. 15-021** accepting the documents and authorizing staff to submit to the Department of Housing and Urban Development. Councilmember Didbal seconded the motion that passed with four votes in favor and one absent.

Councilmember Buckland returned to the dais.

Ordinance

7. **Social Host Ordinance**

Councilmember Gill moved to adopt **Ordinance No. 003-15** providing for Regulations concerning Underage Drinking, waiving the second reading. Councilmember Didbal seconded the motion that passed with a unanimous vote.

8. **CalPERS Cost Sharing Amendment – Employee Pension Contributions**

Councilmember Cleveland moved to A) Adopt **Resolution No. 15-022**, Intention to approve an amendment with CalPERS for classic members cost sharing towards the employer rate per the applicable negotiated contracts for the Mid-Managers, Police Officers' Association, Police Sergeants, First Level Managers, Fire Management bargaining units, and the unrepresented Confidentials and Executive Team; and B) Introduce an Ordinance amending the City's contract with CalPERS that will implement the cost sharing arrangements with the above listed bargaining units and unrepresented units and waive the first reading. Councilmember Gill seconded the motion that passed with a unanimous vote.

Consent Calendar

Councilmember Gill moved to adopt the Consent Calendar as presented. Councilmember Cleveland seconded the motion that passed with a unanimous vote.

9. **Minutes of May 5, 2015**

Approved the City Council Meeting Minutes of May 5, 2015.

General Items

10. **Wastewater Treatment Facility Chief Operator**

Councilmember Buckland moved to adopt **Resolution No. 15-023** authorizing the Finance Director to add a Wastewater Treatment Facility Chief Operator position and remove a Wastewater Treatment Plant Operator III position effective May 30, 2015. Councilmember Cleveland seconded the motion that passed with a unanimous vote.

11. Emergency Water Restrictions and Water Conservation Update

Councilmember Didbal moved to adopt **Resolution No. 15-024** declaring that water supply conditions are still such that they dictate and justify the need for the continued implementation of emergency water restrictions and authorize staff to continue to issue violations per the Municipal Code. Councilmember Buckland seconded the motion that passed with a unanimous vote.

12. Agreement for Acquisition of an Easement with Loveland Products, Inc. 928 Garden Highway

Councilmember Buckland moved to authorize the City Manager to sign an Agreement for Acquisition of Easement with Loveland Products, Inc. for the purchase of an easement for road right-of-way associated with APN 53-500-039 at a cost of \$44,395.50. [928 Garden Highway]. Councilmember Didbal seconded the motion that passed with a unanimous vote.

13. Local 1 Imposition

The following person spoke:

Gary Stucky, Executive Director Public Employees Union, Local #1

Councilmember Gill moved to A) adopt **Resolution No. 15-025** implementing the City's Last, Best, and Final Offer to Public Employees' Union, Local 1 effective June 13, 2015; B) adopt **Resolution No. 15-026** for CalPERS stating the City is no longer paying the Public Employees' Union, Local 1 member contributions effective June 13, 2015; and C) direct Staff to initiate the next round of contract negotiations toward a new Memorandum of Understanding (MOU). Councilmember. Buckland seconded the motion that passed with the following roll call vote:

AYES: Councilmembers Buckland, Gill and Mayor Dukes

NOES: Councilmembers Cleveland and Didbal

Business from the City Council

14. City Council Reports

- Councilmember Cleveland
- Councilmember Didbal
- Councilmember Gill
- Vice Mayor Buckland
- Mayor Dukes

Adjournment

Mayor Dukes adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:54 p.m., in memory of Viviane May Brownlee who recently passed away after a long illness. Ms. Brownlee was the mother of former Councilmember Karen Cartoscelli.

John Dukes, Mayor

Attest:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: City Treasurer
Presentation By: Spencer Morrison, Accounting Manager/City Treasurer

Summary

Subject: Presentation of Investment Report – Quarter Ended March 31, 2015
Recommendation: Note & File Quarterly Investment Report
Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Background:

In accordance with the City's adopted Investment Policies, staff has prepared the attached investment report for City Council review for the previous quarter (January, March, and April).

Analysis:**Portfolio Highlights:**

- As of March 31, 2015, the City's overall investment portfolio (estimated market value) totaled \$89,854,889, an increase of \$239,295 since the previous quarter.
- Notable transactions during the quarter that affected cash flows include: 1) Receiving the first apportionment of property taxes from the County, \$10.3 million; payroll, \$7.6 million; lease proceeds for the citywide energy efficiency upgrade program, \$1.0 million; SBFCA received \$9.3 million in assessments and state advances and spent \$13.9 million on construction and operations.
- The Portfolio shows a "paper gain" of \$290,922 as of March 31st. This represents the amount of money that the City would gain if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains might not be realized if the investments are held until maturity (which is the City's general investment strategy).
- Portfolio interest rates are remaining close to 1%, but we continue to increase the yield to maturity through our purchase selections. As the City's older lower-yield investments mature (or are called by the issuer), the investments purchased are offering slightly higher yields. For the quarter ended March 31, 20 investments matured or were sold with an average yield of 0.685%. The funds were re-invested in 16 investments with an average yield of 0.997%.
- The City's cash flow needs will be met by the roughly \$37.2 million as of March 31st (approximately 42.7% of the "City Held Investments" portfolio value) that is currently invested in LAIF, CAMP, Umpqua and in the City's Wells Fargo account, which are wholly

liquid. The higher checking account balance, \$9.4 million, is higher due to anticipated SBFCA invoices based on communications with SBFCA staff.

Outlook: The consumer price index (CPI) has been flat most of this quarter, if not slightly negative. Excluding food and energy, the CPI decreases with a rate of -0.1 percent on a year-over-year basis. Spring usually brings more home building, and this year is no different with the largest month-over-month increase in housing starts, an inflation indicator, in over 20 years. The experts at PFM Asset Management are anticipating modest interest rate increases in the fixed income market in which the City's portfolio is largely invested as the US economy recovers from a weak first quarter.

Summary Overview: The City's Investment portfolio continues to remain safe and stable. Each investment continues to be in compliance with State law and the City's formal Investment Policies. Our three primary objectives for the City's portfolio are safety, liquidity and then yield. With this in mind, staff continues to conservatively look for opportunities in today's volatile marketplace while remaining focused on our primary objectives.

Fiscal Impact:

Informational Item only.

Recommendation:

Staff recommends that Council note and file the Quarterly Investment Report for the period ending March 31, 2015.

Prepared By:

/s/ Spencer Morrison

Spencer Morrison
City Treasurer

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

City Attorney

/s/ RB

/s/ TH (via e-mail)



City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

March 31, 2015

**City of Yuba City – Month-By-Month Comparison Report
March 31, 2015**

The following table provides a comparison of the portfolio for the quarter ended March 31, 2015, and the previous quarters ended June, 2014, and September, 2014 and December, 2014.

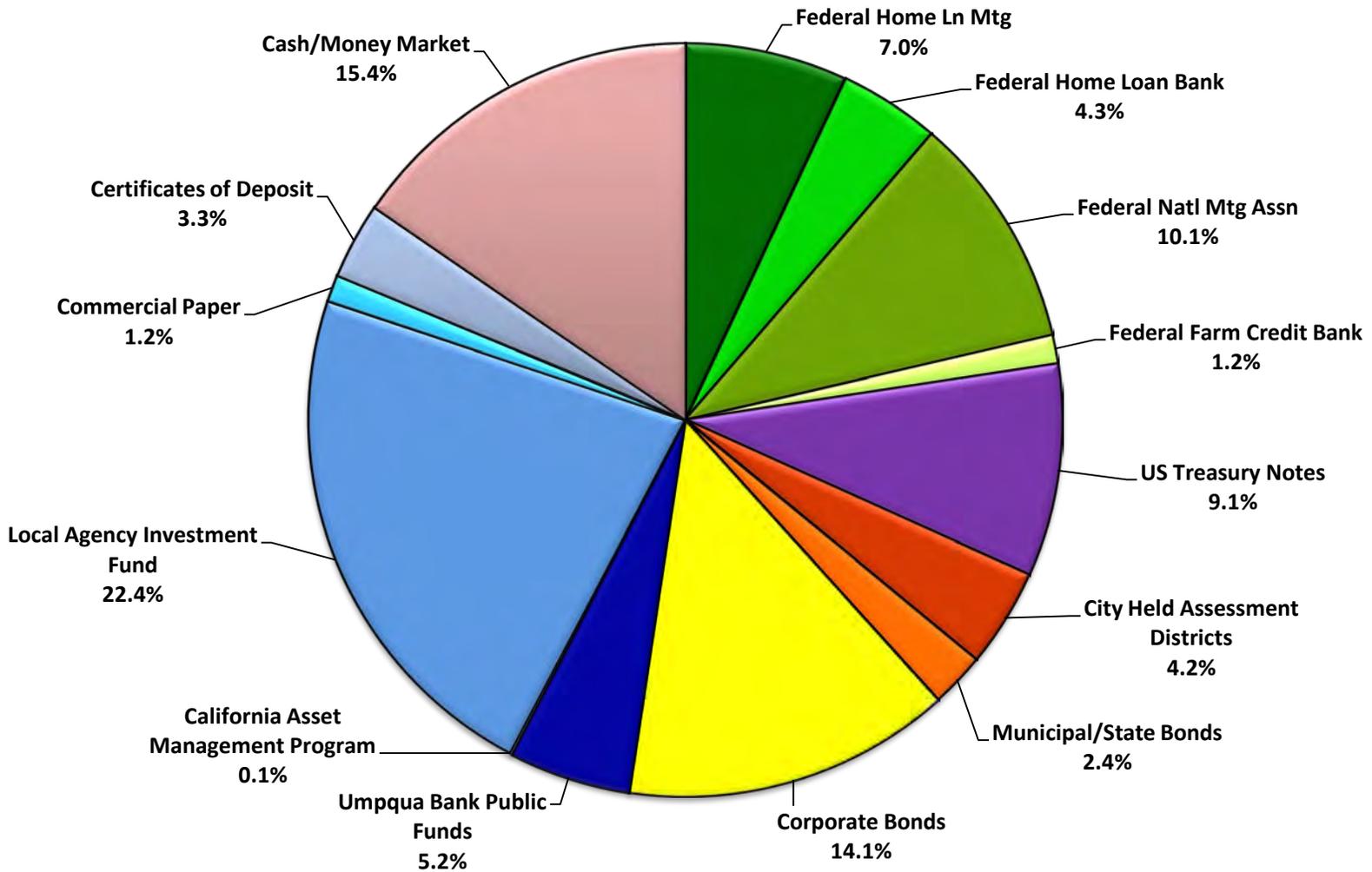
Portfolio Comparison				
	6/30/14	9/30/14	12/31/14	3/31/15
Cost Basis	\$83,173,169	\$68,154,705	\$89,615,594	\$89,854,889
Estimated Market Value	83,062,539	67,930,797	89,429,391	90,145,811
Unrealized Gains/(Losses) ⁽¹⁾	(126,410)	(239,706)	(186,203)	290,922
Liquidity	34.5%	23.6%	42.7%	43.2%
Weighted Average Years: Maturity of City Held Funds	2.26 years	2.73 years	1.99 years ⁽²⁾	2.04 years
LAIF Interest Rate	0.23%	0.25%	0.27%	0.28%
CAMP Interest Rate	0.060%	0.060%	0.050%	0.050%
Umpqua Bank Public Funds Money Market Interest Rate	0.23%	0.23%	0.28%	0.28%
Portfolio: Weighted Average Yield to Maturity at Market	0.75%	0.93%	0.99%	1.01%
CPI (Annualized)	2.2%	1.0%	0.8%	-0.1%

Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment strategy).

(2) The weighted average years to maturity has been corrected since the original report.

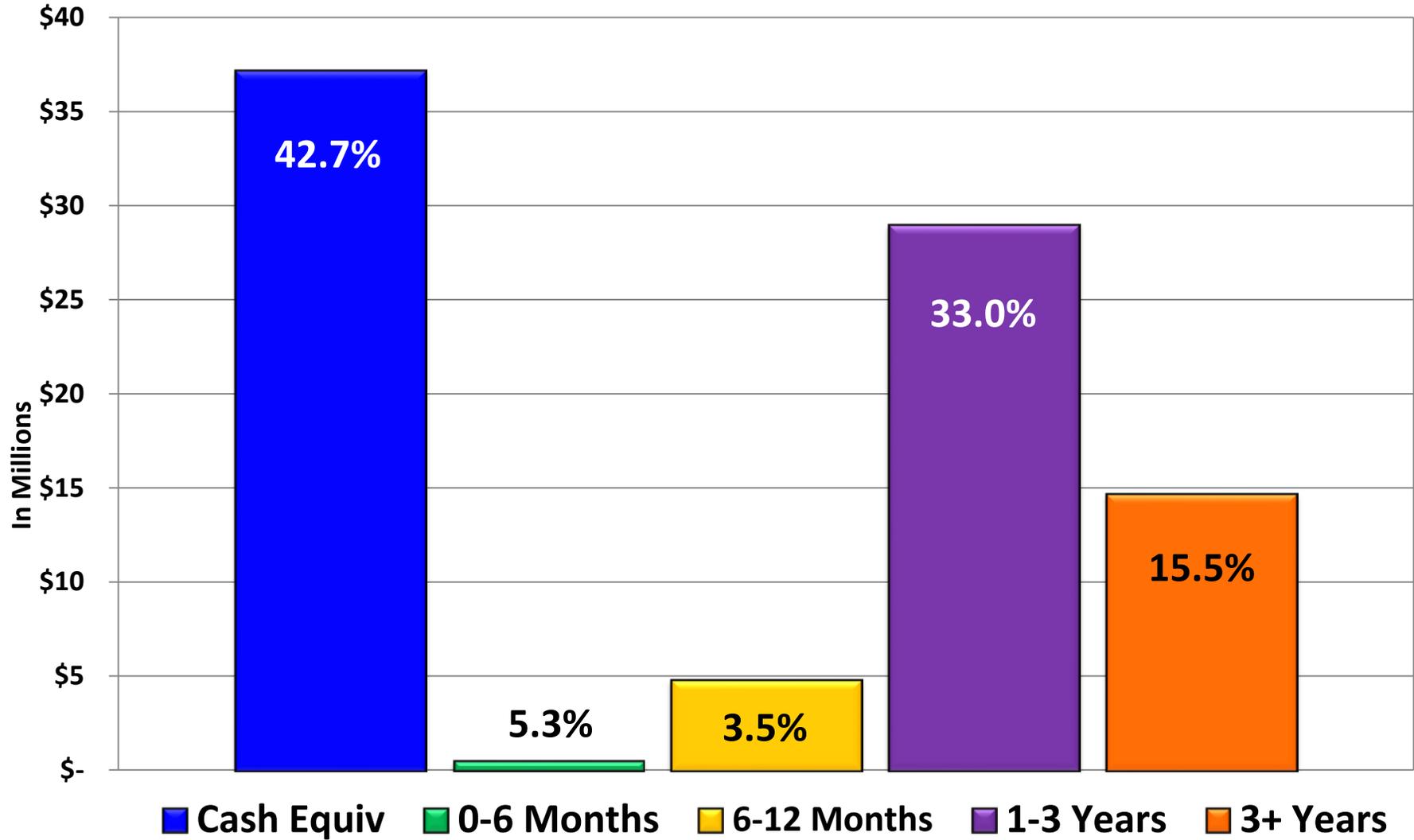
City of Yuba City – Quarterly Investment Report
March 31, 2015

Composition of City Held Investments



City of Yuba City – Quarterly Investment Report
March 31, 2015

City Held Investment Portfolio Maturity Distribution



City of Yuba City
Monthly Investment Statement
City Held Investments
March 2015

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
1	Local Agency Investment Fund (LAIF)	Daily	0.278%	0.278%	\$ 19,296,342	\$ 19,296,342	\$ -
2	Calif. Asset Management Program (CAMP)	Daily	0.050%	0.050%	102,605	102,605	-
3	Wells Fargo Money Market & Checking Accts.	Daily (Sweep)	0.000%	0.000%	9,451,599	9,451,599	-
4	Umpqua Bank Public Funds Money Market	Daily	0.280%	0.280%	4,509,681	4,509,681	-
5	Reich & Tang Money Market Funds	Daily	0.100%	0.000%	3,873,781	3,873,781	-
6	Microsoft Corp	09/25/15	1.625%	1.545%	501,600	503,080	1,480
7	Federal Natl Mtg Assn	10/26/15	1.625%	0.980%	666,393	655,194	(11,200)
8	General Electric Coml Paper	11/25/15	0.000%	0.370%	997,266	996,960	(306)
9	Bank of New York Mellon	01/15/16	2.500%	0.860%	577,231	558,443	(18,788)
10	US Treasury Notes	01/31/16	0.375%	0.310%	400,516	400,500	(16)
11	CA St. Go Bonds	02/01/16	1.050%	0.970%	200,676	200,840	164
12	Microsoft Corp	02/08/16	2.500%	1.550%	746,487	712,614	(33,873)
13	BMO Harris Bk Natl Assn	02/10/16	0.540%	0.540%	475,000	476,078	1,078
14	JP Morgan Chase & Co	02/26/16	1.125%	1.070%	750,195	751,815	1,620
15	Westpac Banking Corp CD	04/15/16	0.411%	0.410%	475,000	475,385	385
16	Coop Cntr RALF/Rabobank NED C/D	05/06/16	0.716%	0.710%	575,000	574,851	(150)
17	General Electric Cap Corp	05/09/16	2.950%	1.100%	580,580	563,871	(16,709)
18	Toyota Motor Credit FLTN/RT	05/17/16	0.800%	0.810%	244,900	245,794	894
19	BK Nova Scotia YC/D	06/10/16	0.410%	0.280%	449,728	449,928	200
20	US Treasury Notes	07/31/16	1.500%	0.910%	514,141	507,305	(6,836)
21	Goldman Sachs Bank USA	08/12/16	0.900%	0.900%	500,000	500,000	-
22	Berkshire Hathaway Fin Corp	08/15/16	0.950%	1.000%	314,833	316,408	1,575
23	HSBC USA INC IN	08/15/16	0.880%	0.880%	375,000	376,800	1,800
24	East Hillcrest AD	09/02/16	6.000%	6.000%	12,458	12,458	-
25	Toyota Motor Credit Corp	09/15/16	2.000%	0.990%	1,028,960	1,019,540	(9,420)
26	Federal Home Ln Bank	09/28/16	0.500%	0.610%	139,685	140,006	321
27	Federal Home Loan Mtg Corp	09/29/16	0.700%	0.750%	1,248,750	1,250,825	2,075
28	Federal Natl Mtg Assn	11/14/16	0.550%	0.550%	1,900,000	1,899,126	(874)
29	Federal Natl Mtg Assn	11/15/16	1.375%	1.180%	1,261,500	1,267,313	5,813
30	US Treasury Notes	12/15/16	0.625%	0.620%	500,078	501,170	1,092
31	US Treasury Notes	12/31/16	3.250%	0.630%	580,852	576,384	(4,468)
32	Federal Farm Credit Bank	01/17/17	4.875%	0.830%	1,108,800	1,076,130	(32,670)
33	Bank of America Corp Bnd	02/14/17	1.250%	0.000%	501,050	500,975	(75)
34	US Treasury Notes	02/15/17	0.625%	0.820%	497,539	500,820	3,281
35	Federal Natl Mtg Assn	03/14/17	0.750%	0.720%	1,000,800	1,002,150	1,350
36	Deere John Cap Corp	03/15/17	1.400%	1.390%	504,415	505,050	635
37	Federal Home Ln Bank	03/24/17	0.840%	0.840%	500,000	500,895	895
38	Federal Home Ln Bank	03/30/17	0.900%	0.900%	500,000	501,265	1,265
39	US Treasury Notes	03/31/17	1.000%	0.940%	401,391	403,344	1,953
40	Federal Home Loan Mtg Corp	04/13/17	1.000%	1.000%	500,000	500,110	110
41	Federal Home Ln Bank	04/28/17	1.625%	1.250%	606,660	600,618	(6,042)
42	Federal Home Loan Mtg Corp	05/12/17	1.250%	0.865%	1,011,900	1,011,930	30
43	Berkshire Hathaway Fin Corp	05/15/17	1.600%	1.510%	199,846	203,004	3,158
44	US BankCorp MTNS Bank	05/15/17	1.650%	1.160%	766,478	760,290	(6,188)
45	Pfizer Inc SR Notes	05/15/17	1.100%	1.090%	501,900	503,150	1,250
46	John Deere Cap Corp	06/12/17	1.125%	1.140%	364,828	366,230	1,402
47	HSBC USA INC IN	06/23/17	1.300%	0.790%	189,711	190,648	937
48	Federal Home Ln Mtg	06/29/17	1.000%	0.990%	850,859	854,735	3,876
49	Federal Home Ln Mtg	06/29/17	1.000%	0.820%	1,008,550	1,005,570	(2,980)
50	US Treasury Notes	06/30/17	0.750%	0.700%	500,508	501,015	507

**City of Yuba City
Monthly Investment Statement
City Held Investments
March 2015**

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
51	California Earthquake Auth Rev	07/01/17	1.824%	1.940%	130,000	130,521	521
52	Toyota Auto Recv Own Tr	07/17/17	0.710%	1.010%	99,999	100,043	44
53	Wells Fargo & Co.	09/08/17	1.400%	1.430%	499,505	502,210	2,705
54	IBM Corp Notes	09/14/17	5.700%	1.596%	494,211	472,094	(22,117)
55	American Express Corp	09/22/17	1.550%	1.600%	139,812	141,039	1,226
56	Federal Home Ln Mtg	09/29/17	1.000%	0.910%	577,369	576,783	(587)
57	Federal Natl Mtg Assn	10/26/17	0.875%	1.160%	445,158	450,558	5,400
58	Federal Home Loan Mtg Corp MTN	10/30/17	0.750%	1.100%	499,750	500,225	475
59	US Treasury Notes	11/30/17	0.625%	1.190%	220,570	224,051	3,480
60	Federal Home Loan Bank	12/08/17	0.750%	0.770%	999,000	994,800	(4,200)
61	Federal Natl Mtg Assn	12/20/17	0.875%	0.880%	749,820	750,045	225
62	Federal Home Loan Bank	01/12/18	0.750%	1.007%	987,580	998,230	10,650
63	Ford Credit Auto Own Tr	01/15/18	0.810%	0.810%	75,000	75,074	75
64	IBM Corp Notes	02/06/18	1.125%	1.130%	598,170	598,518	348
65	Exxon Mobil Corp	03/06/18	1.305%	1.300%	350,000	352,016	2,016
66	Federal Natl Mtg Assn	04/24/18	1.500%	1.100%	1,517,230	1,501,050	(16,180)
67	Colgate Palmolive Co	05/01/18	0.900%	1.000%	427,949	427,558	(391)
68	Microsoft Corp	05/01/18	1.000%	1.010%	139,912	139,836	(76)
69	Apple Inc.	05/03/18	1.000%	1.080%	254,059	253,513	(546)
70	Apple Inc.	05/03/18	1.000%	1.170%	495,880	497,085	1,205
71	UC General Rev Bnds	05/15/18	2.054%	2.050%	370,000	378,244	8,244
72	Federal Natl Mtg Assn Bonds	05/21/18	0.875%	1.190%	864,435	872,918	8,483
73	Chevron Corp SR Notes	06/24/18	1.718%	1.720%	365,000	369,625	4,625
74	US Treasury Notes	07/31/18	1.375%	1.360%	912,164	910,476	(1,688)
75	Fannie Mae	09/25/18	0.385%	0.380%	84,978	85,120	142
76	US Treasury Notes	10/31/18	1.250%	1.490%	495,254	502,695	7,441
77	US Treasury Notes	11/30/18	1.250%	1.450%	545,316	552,624	7,307
78	US Treasury Notes	01/31/19	1.500%	1.610%	870,693	886,349	15,655
79	Federal Home Ln Mtg	05/30/19	1.750%	1.540%	302,676	304,488	1,812
80	American Honda Finance NTS	08/15/19	2.250%	2.290%	499,075	508,505	9,430
81	US Treasury Notes	09/30/19	1.000%	1.010%	538,570	542,564	3,994
82	US Treasury Notes	09/30/19	1.750%	1.720%	838,825	840,725	1,899
83	Federal Natl Mtg Assn	11/26/19	1.750%	1.740%	301,074	304,416	3,342
84	Darrough Drive AD	09/02/24	6.000%	6.000%	95,537	95,537	-
85	Buttes Vista 2000-1 AD	09/02/25	2.730%	2.730%	566,318	566,318	-
86	Buttes Vista 2002-1 AD	09/02/27	2.730%	2.730%	573,878	573,878	-
87	Staple/Ashley/Cornwell AD	09/02/30	6.000%	6.000%	125,471	125,471	-
88	Yuba City RDA TABs	09/01/32	5.375%	6.460%	960,000	1,233,912	273,912
89	WWTP Solar System (DS, June 30) U.S. Consumer Price Index (Inflation)	06/30/33 March 2015	4.000%	4.000%	2,273,578	2,273,578	-
Total City Held Investments					\$ 86,049,887	\$ 86,267,310	\$ 217,423

**City of Yuba City Investment Report
Investments Held By Trustees
March 2015**

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
90	RDA Tax Allocation Series A - 2004	Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	30,336	30,336	-
91		Reserve	Federal Natl Mtg	09/01/39	Discount	5.260%	1,109,000	1,126,560	17,560
92		Principal	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
93		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
94	Housing Set-Aside Series B - 2004	Reserve	Federal Home Ln	09/01/39	Discount	5.260%	302,394	312,878	10,484
95		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	8,080	8,080	-
96		Principal	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
97		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
98	Sunsweet Blvd CFD - 2005	Reserve	LAIF	Daily	0.278%	0.278%	215,779	215,779	-
99		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	2,657	2,657	-
100		Installment	Blackrock T-Fund	Daily	0.010%	0.010%	141,549	141,549	-
101	Gauche Park COP - 2006	Reserve	Federal Natl Mtg	06/01/36	Discount	5.040%	769,133	784,945	15,812
102		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	19,240	19,240	-
103		Lease	Blackrock T-Fund	Daily	0.000%	0.000%	2	2	-
104	RDA Tax Allocation Bonds - 2007	Reserve	Fed Home Ln Mtg	09/01/39	Discount	5.260%	1,159,894	1,189,536	29,642
105		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	31,192	31,192	-
106		Project	Blackrock T-Fund	Daily	0.010%	0.010%	15,740	15,740	-
107		Principal	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
108		Interest	Blackrock T-Fund	Daily	0.010%	0.010%	-	-	-
109	RDA Tax Allocation Bonds - 2007	Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
110	Wastewater Revenue Refunding - 2011	Debt Service	Blackrock T-Fund	Daily	0.010%	0.010%	3	3	-
111	2013 Water Rev COP - Escrow	Debt Service	Uninvested Cash	Daily	0.000%	0.000%	-	-	-
112	2013 Water Rev COP - Cost of Issuance	Debt Service	Blackrock T-Fund	Daily	0.010%	0.010%	-	-	-
113	2013 Water Rev COP - Debt Service	Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	2	2	-
	U.S. Consumer Price Index (Inflation)			March 2015		-0.100%			
Total Trustee-Held Investments							\$ 3,805,002	\$ 3,878,501	\$ 73,499
TOTAL CITY & TRUSTEE-HELD INVESTMENTS							\$ 89,854,889	\$ 90,145,811	\$ 290,922

I certify to the best of my knowledge: (i) That this statement reflecting all City investments is accurate and complete; (ii) That each investment conforms with the City's investment policies, as well as California's Government Code; and (iii) That sufficient cash flow liquidity is available to meet the next six months of estimated disbursements.

Signed: /s/ Spencer Morrison
Spencer Morrison, City Treasurer

Date: 3/31/2015

**City of Yuba City - Quarterly Investment Transaction Report
March 2015 - Summary**

Account Types	Balance 12/31/2014	Balance 3/31/2015	Period Activity
City Held Investments			
Local Agency Investment Fund	\$ 19,820,563	\$ 19,296,342	\$ (524,221)
California Asset Management Program	102,588	102,605	16
Umpqua Bank Public Funds Money Market	4,506,588	4,509,681	3,092
Cash/Money Market	12,195,738	13,325,380	1,129,643
Federal Agency Securities	20,047,939	19,519,377	(528,562)
US Treasuries	8,062,752	7,850,020	(212,732)
Commercial Paper	-	996,960	996,960
Certificates of Deposit	1,998,477	2,853,042	854,564
Municipal/State Bonds	1,910,981	2,028,637	117,656
Corporate Bonds	13,394,121	12,138,027	(1,256,094)
City-held Assessment Districts	3,647,240	3,647,240	0
Total City Held Investments	\$ 85,686,988	\$ 86,267,310	\$ 580,322
Trustee Held Investments			
RDA Tax Allocation Series A - 2004	\$ 1,128,544	\$ 1,156,898	\$ 28,354
Housing Set Aside Series B - 2004	312,904	320,959	8,055
Sunsweet Blvd CFD - 2004	290,468	359,984	69,516
Water Revenue Certificates - 2005	-	-	0
Gauche Park COP - 2006	803,934	804,187	253
RDA Tax Allocation 2007	1,206,549	1,236,469	29,920
Wastewater COP Refunding - 2011	3	3	0
Water COP Refunding - 2013	2	2	0
Total Trustee Held Investments	\$ 3,742,404	\$ 3,878,501	\$ 136,098
Total	\$ 89,429,391	\$ 90,145,811	\$ 716,420

Investment Activity
January-February-March 2015

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
General Electric		01/09/15	01/09/15	01/09/15	Maturity	2.150%	0.820%	514,620
Berkshire Hathaway		01/15/15	01/15/15	01/15/15	Maturity	4.850%	0.580%	543,460
US Treasury Notes	Salomon Bros	02/04/15	02/28/15	02/03/15	Sales	2.375%	0.510%	663,986
US Treasury Notes	Salomon Bros	02/04/15	07/31/15	02/03/15	Sales	1.750%	0.470%	207,844
US Treasury Notes	Morgan Stanley	02/06/15	11/30/17	02/03/15	Sales	0.625%	0.630%	147,047
IBM Corp Notes	Salomon Bros	02/06/15	05/11/15	02/03/15	Sales	0.750%	0.830%	444,261
US Treasury Notes	Morgan Stanley	02/13/15	01/31/16	02/11/15	Sales	0.375%	0.310%	851,096
Bank of New York Mellon		02/20/15	02/20/15	02/20/15	Maturity	1.200%	1.230%	159,854
US Treasury Notes	Salomon Bros	02/27/15	07/31/15	02/26/15	Sales	1.750%	0.470%	545,897
US Treasury Notes	RBC Capital Markets	03/04/15	07/31/15	02/24/15	Sales	1.750%	0.470%	104,059
General Electric		03/04/15	03/04/15	03/04/15	Maturity	4.875%	1.400%	883,816
US Treasury Notes	Salomon Bros	03/06/15	11/30/17	03/03/15	Sales	0.625%	0.630%	343,109
Federal Home Ln Bank		03/13/15	03/13/15	03/13/15	Maturity	2.750%	0.760%	534,800
Pfizer Inc Note		03/16/15	03/15/15	03/15/15	Maturity	5.350%	0.250%	1,060,510
Federal Home Ln Bank		03/23/15	09/22/17	03/22/15	Sales	0.500%	1.340%	499,375
US Treasury Notes	Morgan Stanley	03/24/15	07/31/15	03/17/15	Sales	1.750%	0.470%	78,044
Federal Home Ln Bank	BNP Paribas Securities	03/24/15	09/28/16	03/17/15	Sales	0.500%	0.610%	498,875
US Treasury Notes	RBC Capital Markets	03/30/15	07/31/15	03/27/15	Sales	1.750%	0.470%	234,132
Federal Natl Mtg Assn	Wells Fargo Securities	03/30/15	10/26/15	03/30/15	Sales	1.625%	0.980%	615,902
US Treasury Notes	Morgan Stanley	03/31/15	07/31/15	03/26/15	Sales	1.750%	0.470%	78,044
Total Sales/Redemptions								\$ 9,008,731
PURCHASES								
Federal Home Loan Mtg	RBC Capital Markets	01/13/15	04/13/17	01/12/15		1.000%	1.000%	500,000
US Treasury Notes	Salomon Bros	02/04/15	07/31/18	02/03/15		1.375%	1.360%	912,164
IBM Corp Notes	Salomon Bros	02/06/15	02/06/18	02/03/15		1.125%	1.130%	598,170
US Treasury Notes	Salomon Bros	02/20/15	03/31/17	02/19/15		1.000%	0.940%	150,932
US Treasury Notes	Greenwich Capital Markets	02/27/15	09/30/19	02/26/15		1.000%	1.010%	538,570
Toyota Auto Recv Own Tr	Chase Securities, Inc	03/04/15	07/17/17	02/24/15		0.710%	1.010%	99,999
General Electric Coml Paper	Citi Bank	03/04/15	11/25/15	03/03/15		0.000%	0.370%	997,266
Exxon Mobil Corp	Chase Securities, Inc	03/06/15	03/06/18	03/03/15		1.305%	1.300%	350,000
Pfizer Inc Note	RBC Capital Markets	03/16/15	05/15/17	03/11/15		1.100%	1.090%	501,900
Deere John Cap Corp	Wachovia Capital Markets	03/16/15	03/15/17	03/11/15		1.400%	1.390%	504,415
US Treasury Notes	RBC Capital Markets	03/23/15	06/30/17	03/20/15		0.750%	0.700%	500,508
Ford Credit Auto Own Tr	Chase Securities, Inc	03/24/15	01/15/18	03/17/15		0.810%	0.810%	75,000
Federal Home Ln Bank	Salomon Bros	03/24/15	03/24/17	03/17/15		0.840%	0.840%	500,000
Federal Home Ln Bank	Morgan Stanley	03/30/15	03/30/17	03/09/15		0.900%	0.900%	500,000
US Treasury Notes	Greenwich Capital Markets	03/30/15	09/30/19	03/27/15		1.750%	1.720%	838,825
Fannie Mae	Morgan Stanley	03/31/15	09/25/15	03/12/15		0.385%	0.380%	84,978
Total Purchases								\$ 7,652,727

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presentation By: Darin E. Gale, Interim Development Services Director

Summary

Subject: Consideration of an expanded Infill development impact fee program
Recommendation: Direct staff to draft the needed resolutions for an expanded Infill Impact Fee program as proposed
Fiscal Impact: 50% reduction in impact fees collected for transportation, parks and sewer/water line fees for Infill projects

Background:

At the November 18, 2014 City Council meeting, the Council authorized a temporary reduced impact fees for all residential impact fee categories through the end of 2015 as noted in Attachment A. Additionally the Council expanded the definition and area in which infill impact fees should apply. Since the expanded definition was adopted, staff has been approached by a number of developers that believe the area and scope of infill impact fees need additional refinement.

Analysis

Infill impact fees were originally adopted by the City Council in 2007 and provide a 50% reduction in fees for: water/sewer (pipeline only); transportation; and parks. A number of Cities provide a reduction for infill development for a number of reasons including many of those listed below.

- Better utilization of existing infrastructure
- Reduces the need and expenses to expand infrastructure
- Minimizes the loss of agricultural land
- Eliminates unsightly vacant fields that attract illegal dumping and vagrancy
- Offers economic revitalization of older neighborhoods
- Land assemblage can be difficult and expensive
- Neighborhood concerns require costly mitigation due to perceived incompatible uses

In 2007 Infill projects were identified as projects located within the City's former Redevelopment boundaries. The purpose for using a location map versus a formal definition for Infill was that there are a variety of factors that contribute to a project being considered Infill that may not always be met. By utilizing the former Redevelopment boundary, it was assumed that projects within that boundary qualified as Infill projects since there was already city infrastructure and services in those

locations. The challenge with this approach is that the former Redevelopment boundary does not capture all areas within the community that could be considered Infill.

To accommodate this type of occurrence, staff is recommending a modification to the Infill provision for impact fees. Staff recommends expanding the Infill Map as proposed in Attachment B which was formed based upon reviewing current development and land uses and including the following Infill Property Definition.

Infill Property Definitions
(proposed)

1. Land that was bypassed by suburban development and remains vacant or under-utilized
and
 - A. The property has readily available access to all City utilities
 - B. Seventy-Five percent of its adjacent properties are developed
 - C. The properties is not within a specific plan (except the Central City Specific Plan) or master plan or is not anticipated to be within a specific plan or master plan per City Council Resolution 05-049
 - D. All development and/or reimbursement agreements are properly executed and funded
 - E. The property is located within the boundaries of the adopted infill map

Fiscal Impact:

50% reduction in impact fees collected for transportation, parks and sewer/water line fees for Infill projects

Recommendation:

Direct staff to draft the needed resolutions for an expanded Infill Impact Fee program as proposed

Alternative Recommendations:

1. Expand Infill definition to include a 50% reduction to all AB 1600 impact fees.
2. Do not include the Infill Definition and allow all residential properties within the expanded boundaries to qualify as Infill

Attachments

- A. Reduced Residential Impact Fees
- B. Expanded Infill Boundary Map
- C. Multi-Family Infill Impact Fee Calculation

Prepared By:

[/s/ Darin Gale](#)
Darin Gale
Interim Development Services Director

Submitted By:

[/s/ Steven C. Kroeger](#)
Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney

[/s/ RB](#)

[/s/ TH \(via e-mail\)](#)

Attachment A

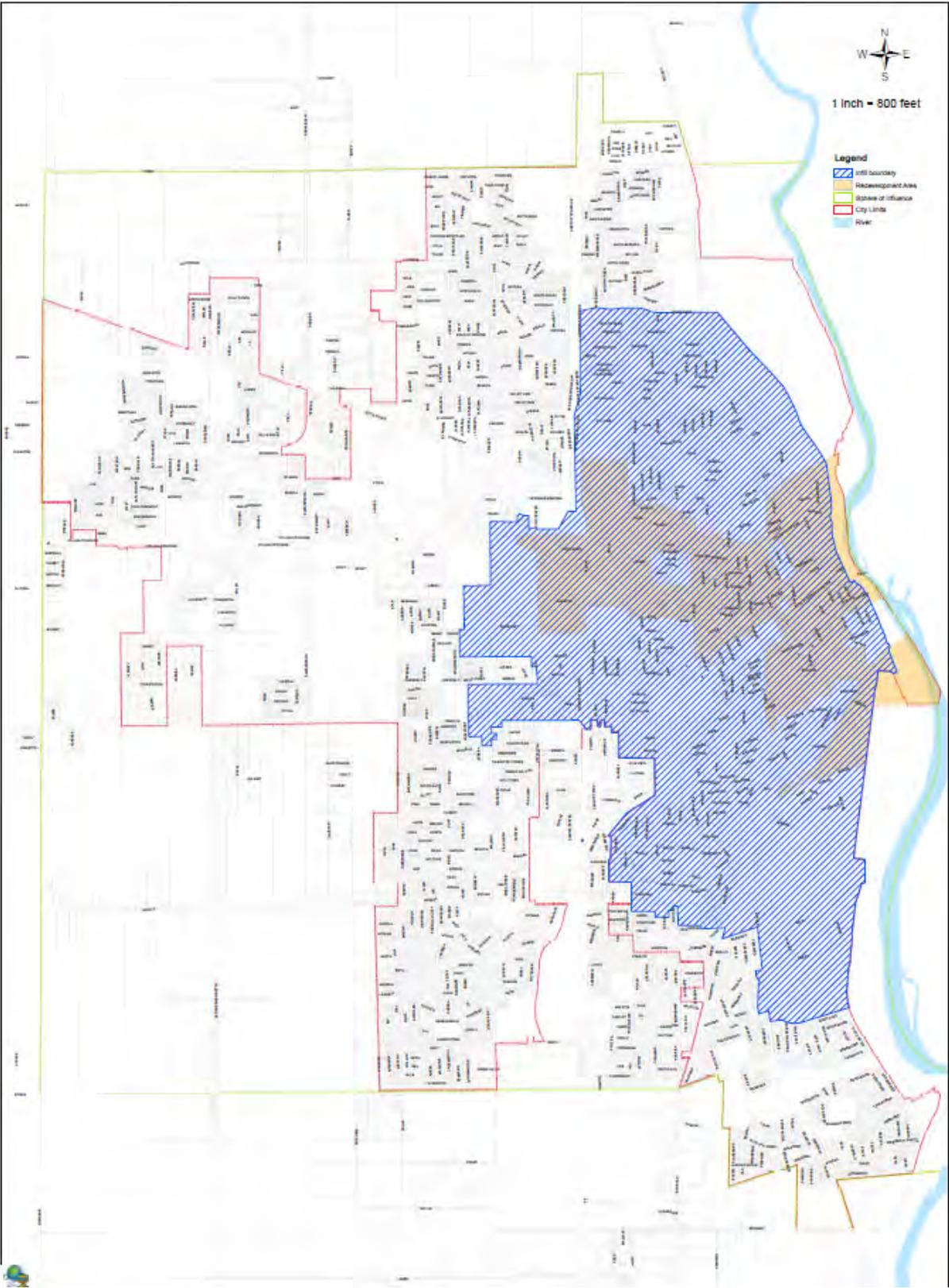
Current AB 1600 Fees for all Residential Types

Single Family Residential	AB 1600 Fees*
Year One (2013) (Base 2004 impact fee <u>plus</u> levee fee)	\$8,943
Year Two (2014) (Base plus 1/3 difference)	\$14,240
Year Three (2015) (Base plus 2/3 difference)	\$19,537
Year Four (2016) (Full impact fee)	\$24,833

Multi-Family Residential	Duplex	Multi-Family	Mobile Home
Year One (2013) (Base fee)	\$6,675	\$3,174	\$4,549
Year Two (2014) (Base + 1/3 difference)	\$11,643	\$6,932	\$7,591
Year Three (2015) (Base 2/3 difference)	\$16,705	\$10,767	\$10,698
Year Four (2016) (Full impact fee)	\$21,578	\$14,448	\$13,674

Please note that the above amounts do not include other City fees such as, water and sewer connection fee or Sutter County impact fees.

Attachment B



Attachment C

Below is a an estimate of City fees for a multi-family 10 unit project at the City's fully adopted AB1600 fee, the current reduced impact fee and Infill fee levels.

City:	Yuba City	Reduced	Infill
General City/County Fees	\$29,034	\$28,419	\$28,419
Road/Transportation Fee	\$56,604	\$41,875	\$20,937.50
Police Fee	\$9,242	\$6,837	\$6,837
Fire Protection Fee	\$10,502	\$7,769	\$7,769
Civic Center Fee	\$3,985	\$2,948	\$2,948
Corporation Yard Fee	\$6,280	\$4,645	\$4,645
Parks and Recreation Fee	\$47,556	\$35,180	\$17,590
Library	\$7,045	\$5,211	\$5,211
Subtotal	\$170,248	\$132,884	\$94,357
Difference from Yuba City Fees		(\$37,364)	(\$75,891)
Water Fees	\$35,370	\$35,370	\$30,065
Sewer/Wastewater Fee	\$56,897	\$56,897	\$48,362
Drainage Fee	\$5,227	\$5,227	\$5,227
Subtotal	\$97,494	\$97,494	\$83,654
Difference from Yuba City Fees			(\$13,840)
Levee Fee	\$24,085	\$24,085	\$24,085
Subtotal	\$24,085	\$24,085	\$24,085
Difference from Yuba City Fees			
Total Impact Fees	\$291,827	\$254,463	\$202,095
Difference from Yuba City Fees	\$0	(\$37,364)	(\$89,732)
Difference From Reduced Fee		\$0	(\$52,368)

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Professional Services Agreement with Atkins North America, Inc., for the preparation of a Climate Action Plan

Recommendation: Award a Professional Services Agreement to Atkins North America, Inc. of Roseville, CA, for the preparation of a Climate Action Plan to be compliant with the California Global Warming Solutions Act (AB 32) in the amount of \$103,000 plus \$10,000 contingency with the finding that it is in the best interest of the City.

Fiscal Impact: \$113,000 – Account No. 901080-65514 (General Plan Implementation and Future Update)

Purpose:

To prepare a Climate Action Plan for the City to be compliant with the California Global Warming Solutions Act (AB 32).

Background:

A Climate Action Plan (CAP) is a strategic planning document that identifies how an agency can meet the greenhouse gas (GHG) reduction targets contained in the California Global Warming Solutions Act (AB 32). AB 32 requires that the state must not exceed 1990 emission levels in 2020. The California Air Resources Board is the lead agency for implementing AB 32 and has developed a plan for what local governments and others must do to comply. The objectives of a CAP are to:

- Demonstrate consistency with State goals for reducing GHG emissions to meet the California Environmental Quality Act (CEQA) requirements of a qualified GHG reduction plan
- Provide GHG reductions in a way that is business-friendly and keeps the City economically competitive
- Allow for the expedited review of GHG emissions of future development projects
- Ensure consistency with current City and appropriate regional documents

Currently, Atkins North America, Inc. (Atkins) is under contract with the City to prepare the necessary General Plan Amendments, Municipal Code updates, and environmental documentation necessary to comply with the Central Valley Flood Protection Act of 2008 enacted by Senate Bill 5 (SB5). Since Atkins is working on the General Plan Amendments and CEQA documents for SB5,

there is an opportunity to incorporate the CAP as an amendment to the City's General Plan and prepare a single CEQA document for both SB5 and the CAP.

Analysis:

Combining the General Plan Amendments and CEQA process for SB5 and the CAP saves the City money. Atkins will be able to streamline the General Plan Amendment process to incorporate the amendments necessary for both SB5 and the CAP, and prepare one environmental document that addresses both as well. In addition, the schedule for both projects are very similar so there will be no negative impacts to either project by combining the efforts.

A Professional Services Agreement and Atkins' scope of work are attached as Exhibit A.

Fiscal Impact:

Atkins' proposed budget for the preparation of a CAP is \$103,000 and staff is requesting \$10,000 in contingency. There are sufficient funds in Account No. 901080-65514 (General Plan Implementation and Future Update).

Alternatives:

Do not award a Professional Services Agreement to Atkins and direct staff to issue an RFP for the preparation of a CAP.

Recommendation:

Award a Professional Services Agreement to Atkins North America, Inc. of Roseville, CA, for the preparation of a Climate Action Plan to be compliant with the California Global Warming Solutions Act (AB 32) in the amount of \$103,000 plus \$10,000 contingency with the finding that it is in the best interest of the City.

Prepared By:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney

/s/ RB

/s/ TH (via e-mail)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June 2, 2015, by and between the City of Yuba City, a municipal corporation ("City") and Atkins North America Inc., a Florida company("Consultant").

RECITALS

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

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Three Thousand Dollars (\$103,000) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By _____

**Steven C. Kroeger
City Manager**

**Michael Hendrix
Project Director**

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements

Exhibit A
Scope of Services

See attached proposal from Atkins.

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

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

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

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance

shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.



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May 20, 2015

Ms. Diana Langley
Public Works Director/City Engineer
City of Yuba City
1201 Civic Center Boulevard
Yuba City, California 95993

Subject: Proposal to Prepare the Yuba City Climate Action Plan

Dear Ms. Diana Langley,

I am pleased to provide you with this scope of work, budget, and schedule needed to complete a climate action plan (CAP) for the City. I have structured the tasks such that once the climate action plan is completed, it will meet all the qualifications needed to use to streamline CEQA analysis of climate change impacts for new development. Those requirements are detailed in CEQA Guidelines Section 15183.5. The best benefit to the City in having a CAP that meets all these qualifications is that the City can tier all CEQA analysis of GHG emissions using the CAP rather than air district thresholds. This should lower the number of EIRs needed for development projects. Also the CEQA streamlining reduces the time and expense of the CEQA review for development projects.

In addition, Atkins will assist the City in seeking out grant funding for implementation of the CAP. The anticipation is that we will be able to identify and assist the City in applying for grants to fund implementation projects.

Finally, we have provided an optional Task 7: CAP implementation tools. Those tools include Screening Tables that allow efficient CEQA streamlining of development projects in a way that is flexible and attractive to developers. The Screening Tables also allow City staff to easily evaluate and process project compliance with the forthcoming CAP using the current City application and approval process. We have made this task an optional task with the intent of funding it through grants.

The schedule was developed to coincide with the ULOP project and CEQA process in order to take advantage of one CEQA document being certified for both projects. This should also save the City considerable money and time.

Please review the revised proposal and let me know if you have any questions. Thank you for this opportunity to work with the City on this exciting project.

Sincerely,

Michael Hendrix
Project Director—Air Quality and Climate Change
R: General Air Quality Info/Proposal Efforts/City of Yuba City

Proposal to develop a climate action plan for the City of Yuba City

Atkins proposes to provide technical expertise to the City of Yuba City (City) in developing a climate action plan (CAP). Our objectives in developing a CAP are: to demonstrate consistency with state goals for reducing greenhouse gas (GHG) emissions to meet the CEQA requirements of a qualified GHG reduction plan; to provide GHG reductions in a way that is business-friendly and keeps the City economically competitive; to ensure consistency with current City and appropriate regional documents; and to prepare a document on-budget and on-schedule. We have developed the following phased Project Approach to meet these objectives.

Task 0. Kick-off Meeting with City Staff and Project Initiation

Atkins' approach to effective project management includes clear communication from the onset of the project. A kick-off meeting allows the City staff and consultant team to meet and develop an understanding of the final product. We will attend a kick-off meeting with the Project Director, Project Manager, CEQA lead, and other appropriate staff to discuss project management protocols, including invoicing terms and communication protocols, and to refine the work program to meet the City's staff time needs, budget constraints, and schedule. Atkins will review requirements of State CEQA Guidelines section 15183.5(b) and ensure that work plan addresses each component. Atkins will review existing City and non-City documents, such as the 2011 Bicycle Master Plan and incorporate relevant information into the work plan, as appropriate. Atkins will ensure consistency with ongoing work efforts (e.g. General Plan Element Amendments), and determine the appropriate sphere-of-influence to be evaluated in the CAP, including any foreseeable land annexations.

Deliverables

- Refined work program

Task 1. Greenhouse Gas Inventory Review and Updates

An emissions inventory is the basis for developing emissions forecasts, reduction targets, and measures the City needs to implement to achieve greenhouse gas (GHG) reductions that are consistent with state goals. It will also be the benchmark that future emissions inventories will be compared to as the City monitors progress toward their targets. Therefore, it is important that the emissions inventory is accurate, transparent, and adheres to accepted methodologies that can be replicated in future inventories. The City has an existing municipal and communitywide emissions inventory which provides an excellent starting point for the City's CAP. Atkins staff is very familiar with and have updated numerous ICLEI-based inventories to ensure conformance with the latest industry protocols, including the City of West Sacramento and Sutter County. In determining the sources that should be included within the emissions inventory Atkins recommends using jurisdictional control of the source as a rationale for inclusion into the inventory because jurisdictional control of the source is needed in order to reduce emissions from that source. As such, pass-through traffic and other sources the City cannot influence should be excluded from the inventory. Atkins would prepare a review of the existing inventory with this rationale in mind and propose updates consistent with the recently-released Community Protocol for the communitywide emissions inventory and Local Government Operations

Protocol (LGOP) for the municipal inventory. The use of the Community Protocol is recommended by the California Office of Planning and Research and the LGOP was developed in coordination with and is recommended by the California Air Resources Board. Atkins anticipates, at a minimum, updating the following sectors:

- Vehicle miles traveled (communitywide on-road transportation sector). Vehicle miles traveled—and associated GHG emissions—within City boundaries that do not have either a starting point or ending point within the City would not be directly influenced by local policies, and therefore should not be included in the inventory. This approach is consistent with the Community Protocol (ICLEI 2012) and the Recommendations of the Regional Targets Advisory Committee Pursuant to Senate Bill 375 (ARB 2009).
- Energy use in transporting, treating, and distributing water (communitywide and municipal water sectors). Energy needed to treat or transport water from its source to the City should be included in the inventory so reductions associated with water conservation efforts are more accurately quantified.
- Off-road vehicle use (communitywide). The use of recreational, construction, and other non-road vehicles should be included in the inventory.
- Employee commute (municipal). Cities have an ability to influence how employees commute to and from work and therefore emissions from staff commutes are considered to be influenced by City programs.
- PG&E-operated lighting (municipal). The City does not have control over the operation or maintenance of these facilities and therefore should be omitted from the inventory.
- Updating emissions factors and global warming potentials (GWP) as needed. Using the correct emissions factors is critical when taking advantage (emissions reduction credit) from federal and state regulations. In the recently-released Scoping Plan Update Discussion Draft, ARB recommends revising inventories using more recent GWPs, consistent with international standards. ARB is updating the statewide inventory with these factors and updating the current inventory would make the City's emissions consistent with the state.

Assembly Bill 32 requires that the state must not exceed 1990 emissions levels in 2020. In the absence of a City 1990 emissions inventory, which most jurisdictions do not have data to develop, the state has provided an alternative method for communities to demonstrate consistency with state GHG reduction goals. In the initial Scoping Plan, ARB advised communities to establish a 2020 goal that is 15% below a 2005-2008 emissions level. Atkins recommends using the updated inventory to establish a 2020 emissions goal and benchmark for measuring the City's progress, which is consistent with the approach used by other communities. In addition to updating the GHG inventory, this is an opportune time to complete a more current GHG inventory. Conducting a more current inventory would demonstrate the City's commitment to regular updates of the inventory, as necessary to meet the requirements for CEQA

streamlining, and to understand what the City's current emissions are. The City has adopted a bicycle master plan and participated in GHG-reducing actions (e.g. LED streetlight conversion project) since the baseline year. An updated inventory would allow the City to evaluate its progress and provide a better understanding of remaining reductions needed through implementation of the CAP. The inventory update would be conducted at the same time as a new inventory that would draw on data from , 2013, or 2014, depending on data availability.

We understand the inventory process can be time-consuming for City staff who have continually-limited resources. Some staff time will be required to acquire permissions for data from outside sources; however, Atkins will work to ensure staff time commitment to this update will be kept to a minimum. Should data not be available, Atkins has alternative approaches that can be used to approximate missing data, such as regional commute distances for employee commute data. In addition, updating the municipal inventory will be considered an optional task as that requires the greatest staff commitment. We will prepare a memorandum of recommended updates and data needs, including staff involvement and recommended alternative approaches should staff not have availability to ensure the CAP timeline set by the City is met. We will meet (in-person or through teleconference) to discuss the memorandum and determine the best approach given staff resources and data needs to prepare the update and more current inventories.

Deliverables

- Memorandum reviewing the existing emissions community and municipal inventories and recommending updates for City review.
- Memorandum including a summary of the emissions inventory update and new community emissions inventory. Municipal emissions inventory will be included if chosen as an optional task.
- Transparent tables and data sources for the updated and new inventories that will be included as appendices to the CAP.

Task 2. Forecasting, Target-Setting, and Reduction Measures

Background

The State Energy Efficiency Collaborative (SEEC) ClearPath Tool (GHG Model) was developed to assist local governments in calculating, estimating, and reporting GHG emissions. Atkins is familiar with this resource and understands its uses and limitations. Similar to the City's current emissions inventory, the GHG Model provides an excellent starting point for developing emissions projections for 2020 compliant with AB 32 and 2025 consistent with the General Plan Buildout Year and for quantifying reduction measures that could be implemented in the CAP.

There is no required approach for developing GHG emissions forecasts or quantifying emissions reductions; however, there are recommended approaches developed by ARB, the California Air

Pollution Control Officers Association (CAPCOA), and others, that are considered industry standards when preparing a CAP that meets the requirements of a CEQA qualified GHG reduction plan. Therefore, Atkins will use its comprehensive understanding of industry standards, the latest protocol recommendations, consistency among other local and regional plans, and CEQA compliance requirements to ensure the assumptions and data in the GHG Model are consistent with those recommended by the state. Atkins can modify the GHG Model if necessary to ensure it is transparent and includes the best available data for forecasting and reduction quantification. Data from Task 1 will be used to update the GHG Model appropriately.

Atkins will review the methodology for developing the emissions forecasts and reduction calculations; Atkins will modify the GHG Model if needed to adjust or add measures not currently included in the current version and work with ICLEI with any issues. Atkins will provide the GHG Model, including any revisions, to the City for use in future inventories or monitoring.

Task 2.1 Emissions Forecasts and Target Setting

Past emissions inventories (Task 1) identify what the historic emissions in the City have been and provide an understanding of major GHG-emitting sectors in the City. Atkins uses the past inventories along with assumptions about how the City is likely to change over time, including changes in population, land uses, and employment, to develop emissions forecasts. This allows the City to understand its planned changes and identifies whether the City is anticipating growth in certain sectors of the economy, and therefore, where opportunity may arise to create GHG reduction strategies that align with City plans. Atkins will develop a “business-as-usual” (BAU) community emissions scenario for 2020 and 2025 using population, housing, and employment growth assumptions for the City as modeled by Sacramento Area Council of Governments (SACOG). We will work with staff to identify and include any relevant population, housing, and employment associated with annexation and development of lands that may occur through 2020 and 2025, such as the proposed Newkom Ranch project. We will also develop a municipal emissions scenario for the same years.

Atkins will then develop Adjusted BAU forecasts for the same years that account for federal, state, and regional GHG reduction actions that have been implemented and will benefit the City with no additional local action needed. As part of the statewide goal to meet 2020 emissions reductions, many programs and policies have been implemented that will reduce the City’s emissions regardless of local action. For example, the City’s electricity provider, Pacific Gas and Electric (PG&E), is required to procure 33% of its electricity generation through renewable sources by 2020 through the Renewable Portfolio Standard. In 2005, PG&E had procured approximately 14% renewable and by 2013 it had 24% renewables. As the generation of electricity becomes cleaner through PG&E’s actions, the same amount of electricity used by the City will result in fewer GHG emissions. Other actions that will result in GHG reductions at the City-level include the Low Carbon Fuel Standard, which requires transportation fuels to contain less carbon, and passenger vehicle emissions standards, which will incrementally increase the fuel efficiency of vehicles built through 2025. While the BAU forecasts provide relevant information for how the City will change over time, the Adjusted BAU may change those profiles and highlight areas where additional reductions would be best met through local actions, once other reductions are accounted for.

Target setting establishes the GHG emissions limit that the City will achieve in future years through implementation of the CAP. Atkins recommends adopting a 2020 emissions target that is 15% below the updated baseline inventory emissions level. This approach is consistent with state guidance, standard industry practice, and other CAPs in the region, although it is not a legal requirement. Beyond 2020, there is much less guidance and certainty for establishing a reduction goal; however, it is recommended that the City look beyond 2020 in its goal-setting and measure implementation. Atkins will work with staff to identify a longer-term target for 2025 that continues the City on a path of emissions reductions and is consistent with efforts for achieving additional reductions at the state and regional level. We will also discuss the path toward 2050 and being consistent with goals established by the state. The 2012 Scoping Plan Update (discussion draft) currently acknowledges the 2050 goal of 80% reduction below 1990 levels but also states that it is too early to establish measures today to meet that long-term goal.

Deliverables

- Meeting with staff to review the Sphere of Influence for the CAP in future years and discuss assumptions used or modifications to the tool for developing BAU scenarios
- Memorandum including:
 - BAU forecasts for municipal and community emissions (2020 and 2025)
 - Adjusted BAU forecasts for municipal and community emissions (2020 and 2025)
 - Recommended community emissions targets (2020 and 2025, with 2050 discussion)
- Meeting to discuss results and recommendations

Task 2.2. Reduction Measure Development and Quantification

The City currently has programs and policies that are often included as GHG reduction measures in CAPs, such as the 2011 Bicycle Master Plan. Atkins will review the City's General Plan, ordinances, and programs that have been established to identify existing areas for GHG reductions and identify new measures. We will also review opportunities that the CAP presents to facilitate implementation of plans, such as the Bicycle Master Plan. Existing programs that have been established since the baseline year may have resulted in GHG reductions that will be accounted for in the current inventory and through modeling of likely future implementation. Existing programs do not generally achieve the future 2020 target, but provide a great starting point for identifying programs to expand or gaps to fill in the City's current efforts.

While the City is anticipating modest rates of growth over the next 20-25 years, Yuba City's participation in CaliforniaFIRST will provide a financial mechanism for many homeowners of existing homes to participate in voluntary energy efficiency upgrades and implement projects that will assist the City in meeting community GHG reduction goals. This type of program has been successful in other cities that Atkins has worked with, such as West Sacramento. The CAP will facilitate participation in existing programs such as CaliforniaFIRST and Property Assessed Clean Energy (PACE) loan programs. In addition,

new development in the City presents opportunities for building efficiently and implementing other community amenities, such as bike lanes. In addition, the region has many agencies, programs, and plans that can support the City's efforts to reduce GHG emissions. Atkins staff work closely with SACOG, PG&E, and Caltrans to ensure consistency with other regional efforts and identify opportunities to collaborate.

Atkins will identify existing and new opportunities to be reviewed by the City to achieve GHG reductions. Atkins will quantify GHG reductions from the measures identified by the City using the GHG Model and making necessary modifications to meet industry standards. For each measure, a level of participation and effectiveness will be developed that informs the amount of reductions that may be achieved through implementation. For example, a mandatory measure would have 100% participation, whereas a voluntary measure would have less. Voluntary participation rates are based on historic trends, recommended methodologies, such as those included in CAPCOA's 2010 *Quantifying Greenhouse Gas Mitigation Measures* document, and expert opinion. We will prepare a memorandum with the reductions achieved through the measures and whether the emissions targets (set in Task 2.1) have been met. If they have not been met, we will meet with staff to discuss revisions and requantify the reductions. A benefit of the GHG Model is that changes to assumptions can be seen in real-time, demonstrating to staff what level of participation or number of measures may be needed to achieve the City's targets.

Deliverables

- Memorandum including:
 - Existing local policies, strategies, and actions that can be included as CAP reduction measures
 - Additional potential CAP reduction measures, including various levels of implementation and participation that the City will review
- Meeting to discuss results and refine measures and implementation assumptions if needed

Task 3: CAP Development

There are several locally-sensitive considerations when developing a CAP that we will discuss early in the process with staff through an annotated outline and examples of previous CAPs developed by Atkins. While this proposal refers to the document as a Climate Action Plan, other names may be more suitable for the City, such as a Sustainability Action Plan or Greenhouse Gas Reduction Plan. Other content that will be discussed is the level of scientific detail, the desired level of accessibility for the public, and the delivery format (Word or InDesign). Specific content may include:

- Chapter 1: Climate Change Science and Planning: Describe climate change and why the City is undertaking CAP development. Describe existing regulations, benefits of a CAP including CEQA streamlining and public health.

- Chapter 2: Emissions Inventory, Forecast, and Targets: Present the updated and new emissions inventories and projected emissions by sector (residential, commercial/industrial, transportation, water, wastewater) for BAU and Adjusted BAU.
- Chapter 3: Local GHG Reduction Measures: Describe the measures and actions that will lead to GHG emissions reductions. Measures are presented by sector and include the level of GHG reductions anticipated, the level of implementation (mandatory or voluntary), responsible staff or agency for implementation, and economic costs/benefits of each measure.
- Chapter 4: CAP Implementation: Describe the public participation, environmental review, and ongoing monitoring processes.

Deliverables

- Administrative Draft CAP. The Administrative Draft CAP will be presented to the City as a screen check for staff to review.
- Atkins will incorporate one set of consolidated comments from staff into a Public Draft CAP.
- We will work with staff to develop a distribution list and circulate electronic versions of the Public Draft CAP for a 30-day review period.
- Upon receiving comments from the City Council, we will work with the City staff to prepare a Final CAP, which are anticipated to be minor. We will provide the City with a Final CAP within 30-days of receiving comments from City Council.
- All documents will be presented electronically.

Task 4: Outreach

Community participation is an important part of a successful CAP and one that Atkins staff is experienced in. We have worked extensively in southern California and understand the opportunities and constraints of developing a community plan to reduce GHG emissions and in discussing potential environmental impacts. City staff are also in an ideal position to understand their constituents and key stakeholders. Therefore, Atkins will work closely with the City to prepare public forums that are informative, interactive, and seek input from appropriate stakeholders. We will work with staff to identify potential issues and solutions that may arise in public meetings and attend and participate in two public meetings. We anticipate working closely with staff to develop graphics and Power Point presentations. We will provide example presentations to the City to refine and any provide any graphics developed for the CAP, including photographs, charts, and tables, for staff to include in the presentation. Atkins will review the materials and participate in two public meetings. In addition, we will provide notes, feedback, and follow-up after the meeting.

We will similarly assist staff in presenting the CAP to City Council for adoption, either by presenting the CAP or attending the meeting to field questions or provide other necessary support to staff.

Deliverables

- Example public forum presentations
- Graphs, Charts, Tables, and Photos as needed

Task 5. CEQA Initial Study and Recommended Environmental Documentation

Because Atkins is simultaneously working on Yuba City’s General Plan Element Amendments (e.g. Land Use, Environmental Conservation and Public Utilities, and Noise and Safety), there is an opportunity to incorporate this CAP as an amendment to the City’s General Plan. By combining these projects and preparing a single CEQA document, the City can save costs in both the near term (i.e. public review, document processing, etc.) and the long term (e.g. streamlining GHG emissions analysis of future projects).

Atkins will conduct an Initial Study (IS) to analyze the potential impacts of the CAP through the year 2025, and will utilize Appendix G of the CEQA Guidelines for thresholds. As a result of our current research and our experience on CAP and GHG CEQA projects throughout California, we recommend preparation of a Mitigated Negative Declaration (MND) as the appropriate level of environmental review for the project. The tasks to prepare and process the CAP portion of the combined IS/MND are described below. (Details pertaining to the General Plan Element Amendments can be found in the proposed scope prepared by Atkins)

- A detailed project description will be developed that will describe the basic characteristics of the project including location, need for the project, project objectives, technical and environmental characteristics for adoption of the CAP as a qualified GHG reduction plan.
- The current CEQA IS checklist will be prepared to evaluate the project’s potential environmental impacts. Atkins will use information in the Draft CAP as well as other technical analyses and information provided by the City to address the relevant issue areas in the IS checklist. Topics in the IS checklist not addressed by the technical analyses and information will be evaluated using secondary information sources.
- A Mitigated Negative Declaration (MND) will be prepared for both the General Plan Amendments associated with the ULOP and the CAP based on the environmental analysis from the IS for both projects. This combined effort will have a significant cost savings to the City compared to developing MNDs and IS separately for each project.

Deliverables

- Submit an electronic copy of the 1st Screencheck Draft IS/MND to the City. One set of revisions based on one set of consolidated comments.
- Submit an electronic copy of the revised 2nd Screencheck Draft IS/MND to the City and provide up to one additional revision based on one set of consolidated comments.

- Submit an electronic copy the Public Review Draft IS/MND to the City with up to 25 copies.
- The scope of work assumes that the City will prepare the Notice of Intent (NOI) and the NOI advertisement and submit it to a local newspaper for publication. It is also assumed that the City will prepare the Notice of Completion (NOC) and submit the NOC to the State Clearinghouse along with 15 copies of the IS/MND to be provided by Atkins.

Task 6. Grant-Writing and Other Funding Support Services

Atkins understands the success of the CAP depends on developing, adopting, implementing, and monitoring a feasible CAP. Implementation and monitoring will be needed after the CAP is adopted and may require additional resources. In addition, we understand that additional funds may be beneficial to the City in developing this CAP. Atkins staff is well-versed in state, regional, and local funding opportunities and will assist staff in identifying appropriate funding opportunities and developing proposals for obtaining funding for implementation and monitoring of the CAP. Sources may include PG&E, SACOG, and State-funded resources that would assist in various aspects of CAP implementation. We will identify funding sources that will assist the City in developing a robust implementation and monitoring program that complements the future plans of the City and the CAP. Identifying funding sources while the CAP is being developed will demonstrate the City's commitment to achieving the goals identified in the CAP.

Optional Task 7. Climate Action Plan Implementation Tools

Atkins proposes taking advantage of any additional funds gained through the grant application described in Task 6 to provide additional tools and support to the City in implementing the CAP, including tools to monitor and update progress of the CAP and screening tables that allow flexibility in how new development implements reduction measures pertinent to new development, training on using the tools and assistance by Atkins in initiating the implementation process.

For monitoring and updating the CAP, Atkins will provide a customized emissions inventory software package for City use in tracking emissions based upon energy, waste, water, and traffic count data. In addition, a screening table tracking tool will be provided to track the implementation of the measures. In this way, the City qualitatively and quantitatively predicts the reductions that should be achieved based upon the screening tables and tracks emissions by source categories using the customized emissions inventory software package.

To keep the City economically competitive in attracting development while implementing the CAP, Atkins proposes that screening tables are used in implementing GHG reductions associated with new development. The screening tables are a menu of options with assigned points for each option incorporated into a project as mitigation or a project design feature (collectively referred to as "feature") that will implement the GHG reduction measures. The point values correspond to the minimum emissions reduction expected from each feature. The menu of features allows maximum flexibility and options for how development projects can implement the GHG reduction measures. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the

forthcoming City's CAP. Consistent with CEQA Guideline, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions. This serves three functions: 1) it provides a business friendly way of implementing the GHG reduction measures, 2) it is a precise and legally defensible way of tiering from the CAP that allows an efficient CEQA streamlining process for new development, and 3) the screening table tracking tool allows the City to track implementation of the reduction measures over time.

Atkins will train City staff in the use of the tools and implementation process. This will involve at least two training sessions on how to use the tool, and providing City planning staff assistance during the initial implementation of the CAP.

Should this optional task be requested by the City, Atkins will work with staff to revise or augment the budget and schedule to include this work effort. Atkins assumes this would result in City fiscal savings because it would facilitate implementation, monitoring, and reporting of CAP implementation.

QA/QC procedure at Atkins

According to our Quality Control and Assurance Plan (QCAP), "Every deliverable product of our professional services is to receive an appropriate quality control review prior to submittal to our client or a regulatory agency." We are committed to providing quality professional services. To accomplish this goal, we focus our efforts on meeting our contractual obligations and commitments and on protecting the health and welfare of the public that uses the facilities and systems we develop. Our professional services are, therefore, based on sound principles and meet high standards of professional practice.

This project-specific QCAP defines the quality practices and supporting procedures that we will follow for this project. It describes how we will achieve the requirements for quality in accordance with our QCAP, the client's quality requirements, and any applicable regulatory requirements. This plan addresses the required processes, documents, and resources specific to the project that the project team will use to achieve project quality objectives. QCAP sets high minimum standards that we must meet for each project, including:

- A Project Control Plan is written as the first activity of each task.
- Among the required elements of the Project Control Plan is a Quality Control Plan, either embedded in the Project Control Plan or as a standalone document.
- An initial project kick-off meeting is held prior to any production work on the project. Key task leaders critically evaluate each project, fundamental design criteria, and they identify and review key and controlling issues.
- The task manager is responsible for quality control on the assignment.
- Periodic team meetings are conducted to review progress and assess project completion.

- In-house reviews are conducted at key deliverable milestones.
- Periodic client review/critique and continuous interaction with the client help assure complete understanding of the project needs and concerns.
- The task manager is responsible for quality assurance, verifying that quality control procedures have been followed for projects within the program.
- A Q-Audit team, led by Michael Hendrix, is responsible for measuring the success of the QCAP and ensuring compliance to the policy.

We pride ourselves on the quality of the services we provide and the products we produce. All members of the project team take great efforts to assure that each project is of the highest feasible quality, meeting or exceeding the needs and expectations of our clients. We believe quality projects come from quality people, such as those leading the efforts on this project team.

Schedule & Cost Summary

Timeline



Budget

Task	Costs
0.0 Kickoff Meeting	\$ 4,000
1.0 Update / Conduct GHG Inventory	\$ 13,000
2.1 Emissions Forecast and Reduction Targets	\$ 8,000
2.2 Reduction Measure Development and Quantification	\$ 25,000
3.0 CAP Preparation	\$ 9,000
4.0 Public Outreach	\$ 7,000
5.0 Environmental Report (CEQA) Preparation	\$ 16,000
5.1 Approval Process	\$ 5,000
6.0 Grant Writing and Funding Support	\$ -
Total without Optional Task	\$ 87,000
Optional Task	
7.0 Climate Action Plan Implementation Tools	\$ 16,000
Total with Optional Task	\$ 103,000

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: Department of Public Works
Presented by: Diana Langley, Public Works Director

Summary

Subject: Barry Elementary School - Waterline Extension Project Grant Application

Recommendation:

- a. Approve providing water service to Barry Elementary School, contingent upon the approval of a State Revolving Fund Grant, to finance a waterline extension project.
- b. Authorize the Public Works Department to proceed with the grant application for a State Revolving Fund (SRF) project, to fund the construction of water lines south of the City Limits to Barry Elementary School, [Engineer's Estimate for developing the grant application - \$3,000]

Fiscal Impact: Staff time associated with preparing the grant application, approximately \$3,000

Purpose:

To obtain Council approval to provide City water service outside the City's Sphere of Influence to Barry Elementary School should state grant funding be allocated to pay for the waterline extension project.

Background:

Barry Elementary School, located at 1255 Barry Road Yuba City, has been plagued with various water quality issues for a lengthy period of time. The most serious water quality concern is the high levels of arsenic, which exceed the state maximum contaminant levels. Barry School has a student population of approximately 700 students.

In coordination with the State Water Resources Control Board, the school prepared a Feasibility Study to determine a viable option to provide clean drinking water to the site. Various onsite treatment options were explored, however, due to long term costs and operation requirements for onsite treatment the study determined that the most viable option was to obtain water from the City.

City staff has had preliminary meetings with the State, Yuba City Unified School District, and Sutter County to determine some of the implications of potentially providing a water service to Barry Elementary School. Based upon those meetings, the State has indicated that the proposed waterline extension project would be considered for 100% grant funding.

Analysis:

The School District and the State have requested that the City consider submitting a grant application for the project (see attached letter from YCUSD). The scope of work would include the extension of City water mains on Stewart Road and Railroad Avenue, which provides a looped water system for the City, and the extension of a water service line from the intersection of Stewart Road and Railroad Avenue to Barry Elementary School.

When staff met with representatives from YCUSD, Sutter County, and the state, staff expressed several concerns:

- Providing service to an area outside of the City's current Sphere of Influence
- Providing water in consideration of the ongoing drought
- Long-term maintenance responsibilities for the water service line to Barry School
- Water turnover within the water service line to maintain water quality

In response to concerns regarding the quantity of water use, YCUSD staff confirmed that the water will be used for domestic purposes only, and that on-site wells will provide irrigation water, thus reducing the anticipated water demand to a level that will not create an adverse situation for the City. In addition, staff believes that the other concerns can be addressed through the development of an agreement between the City and YCUSD, as well as through the LAFCO process to obtain approval to serve the school.

The City believes that there will be identifiable benefits to the City's water distribution system as a result of constructing the project. The proposed project will provide a looped water configuration from the current dead end main on Stewart Road, to the waterline on Railroad at Tuscan. This looped configuration will reduce, or eliminate the current dead end water quality issues that have resulted in a need for regular maintenance to flush the water line. Additionally, the construction of the proposed line will provide an additional supply route to the area during waterline repair work, and help stabilize water pressures during peak demand.

The proposed project would potentially be a win-win for the City, School District, and the State. Therefore staff recommends submitting a grant application to fund the project.

With approval to move forward with submission of the grant application, staff anticipates receiving word as to the approval of the grant within approximately 3 months. With grant approval from the State staff would then come back to City Council for authorization to proceed and execute the necessary agreements to design and construct the project.

Fiscal Impact:

The estimated cost to prepare the grant application is approximately \$3,000 of staff time. CIP account 971092 (Water Line Ext. Proj. & Distribution Piping Enhancement) will be utilized to prepare the application. Upon award of the grant, staff will present City Council with a detailed fiscal analysis and a recommendation on how to proceed forward with the project.

Alternatives:

Do not approve or modify the recommendation

Recommendation:

- a. Approve providing water service to Barry Elementary School, contingent upon the approval of a State Revolving Fund Grant, to finance a waterline extension project.
- b. Authorize the Public Works Department to proceed with the grant application for a State Revolving Fund (SRF) project, to fund the construction of water lines south of the City Limits to Barry Elementary School, [Engineer's Estimate for developing the grant application - \$3,000]

Prepared by:

/s/ Benjamin Moody
Benjamin K. Moody
Deputy P.W. Director - Engineering

Submitted by:

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed by:

Diana Langley

/s/ DL

Finance

/s/ RB

City Attorney

/s/ TH (via e-mail)



YUBA CITY UNIFIED SCHOOL DISTRICT

750 Palora Avenue · Yuba City · California · 95991 · (530) 822-5200 · Fax (530) 671-2454

Nancy H. Aaberg, Superintendent

GOVERNING BOARD

John Amarel
Paul Broughton, Ed.D
Herbert W. Cooley
Sharman Kobayashi
Fred Northern
Loretta Riley
Steven Scriven

May 4, 2015

City of Yuba City Public Works Director
1201 Civic Center Blvd
Yuba City, CA 95993

Re: Barry School water consolidation grant request

Dear Diana Langley:

Barry Elementary School which is located at 1255 Barry Road, Yuba City, has been plagued with various water quality issues for a lengthy period of time. Barry School has a student population of over 700 students, many of which reside within the City of Yuba City but choose to attend the school based upon a variety of reasons. The most serious concern regarding the water quality is high levels of arsenic which exceed mcl levels. Recently, a grant funded Feasibility Study was undertaken which revealed proposed on site treatment measures not to be a viable option. YCUSD recognizes recent state of California and local water conservation measures and seeks to only secure a safe drinking water supply for the site. Irrigation will be accommodated with the existing well.

The study recommended connecting to City of Yuba City water as the best option to serve our student population. I ask you to consider submitting a SRF grant funding application. A recent meeting with Water Board representative Mr. Paul Rowe revealed the project could receive full funding to cover engineering as well as all construction costs. Please reference attachments for additional information.

Thank you for your consideration in this matter,

Tom Butcher,

Director of Maintenance and Facilities
Yuba City Unified School District

State Water Resources Control Board

Division of Drinking Water

May 1, 2015

Barry Elementary School
1512 Stewart Road
Yuba City, CA 95993

Attention: Thomas Butcher, Director of Maintenance

RE: Barry Elementary School, Public Water System No. 5100149 – Water Quality.

Dear Thomas Butcher,

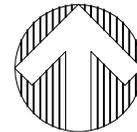
This letter serves to verify that the drinking water at Barry Elementary School continues to show levels of arsenic that exceed the maximum contaminant level (MCL) for this constituent. The school received a Compliance Order in 2009 and a revised Compliance Order in 2010 which included directives from our division to address the water quality violation. The goal of the directives spelled out in these Compliance Orders is to ensure the health and safety of staff, faculty, and students at the school.

If you have any questions regarding this matter, please call me at (530) 224-4866.

Sincerely,

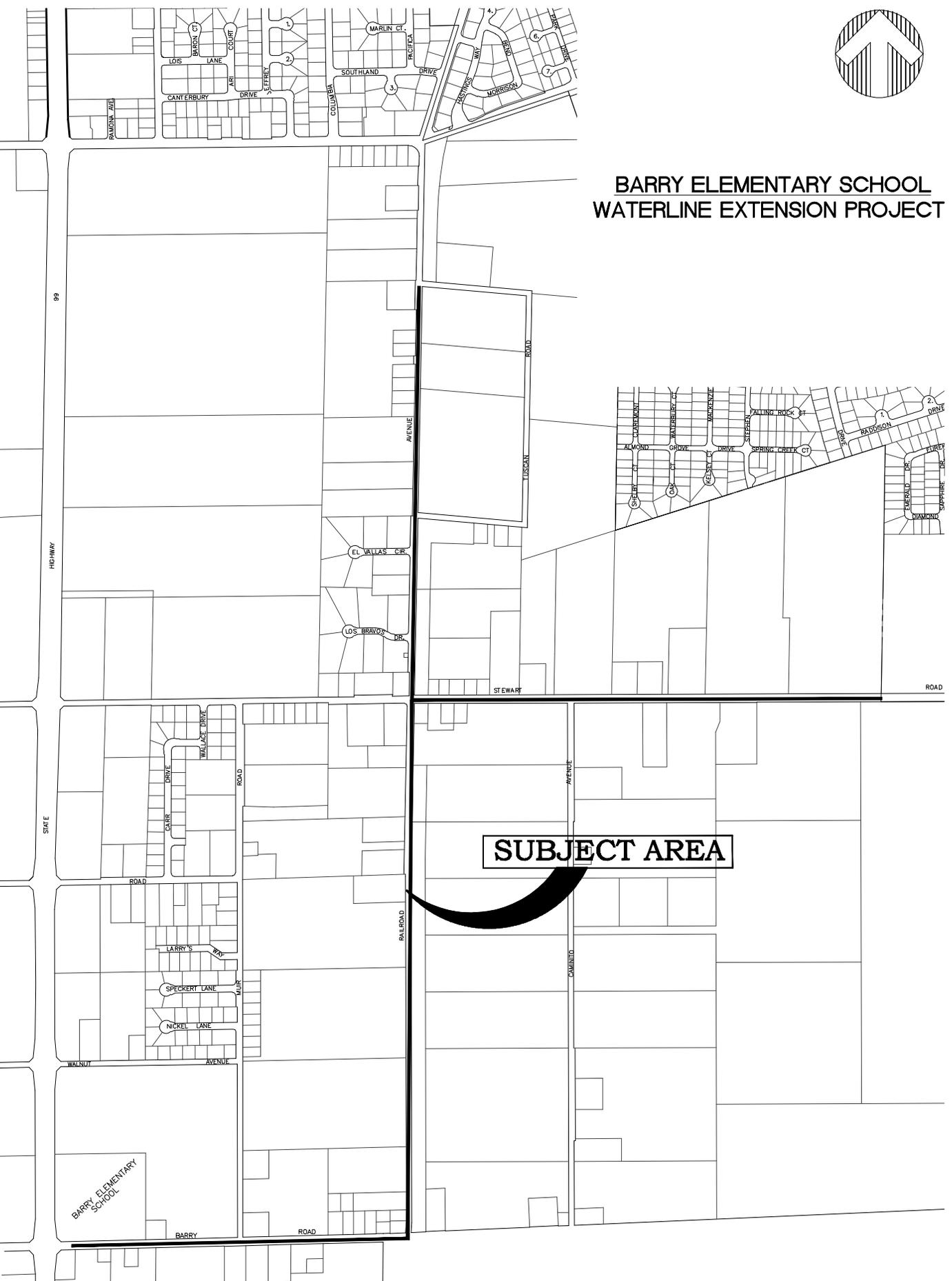


Paul Rowe
Sanitary Engineer
Drinking Water Field Operations Branch



BARRY ELEMENTARY SCHOOL WATERLINE EXTENSION PROJECT

SUBJECT AREA



CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: Department of Public Works
Presentation by: Mandeep Chohan, Senior Engineer

Summary

Subject: Professional Services Agreement with RMC Water and Environment for Wastewater Treatment Facility Improvements

Recommendation: Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA in the amount of \$ 1,495,000 plus \$105,000 contingency to provide engineering services necessary to prepare a pre-design report for the Wastewater Treatment Facility improvements with the finding that it is in the best interest of the City.

Fiscal Impact: Contract not to exceed \$1,495,000 plus \$105,000 contingency. The Contract will be funded through proposed FY 2015-16 Wastewater Capital Improvement Program (CIP) accounts

Purpose:

Prepare pre-design report for the necessary Wastewater Treatment Facility Improvements.

Background:

The City of Yuba City Wastewater Treatment Facility (WWTF) was originally constructed in 1972.

Current annual average flow to the WWTF is 6.5 MGD and the current permitted capacity is 10.5 MGD. In order to meet the permitted capacity, all the process units must be online and operating efficiently.

Current challenges that the WWTF is facing include:

- Rehabilitation of the existing process units to extend their useful life. Most of the process units are in service for over 40 years.
- Meeting current and future anticipated National Pollution Discharge Elimination System (NPDES) permit requirements,
- Meeting the demand of City's anticipated future growth, and
- Relocation of the processed water (treated effluent) discharge diffuser in the Feather River.

Given the time it takes to plan, design, construct and startup process units, it is in the City's best interest to complete the pre-design of the identified projects at this time. The pre-design will include:

- Condition assessment of the existing process units,
- Analysis of potential available alternatives, and
- Selection of best alternative for final design.

The pre-design report will include Technical Memorandums documenting above listed items and key decisions and assumptions to use in the final design. Thoughtful scheduling of pre-design, design and phasing of construction will allow the WWTF improvements to be implemented efficiently over the time as capital financing becomes available.

The purpose of this next phase of work is to prepare pre-design reports for the necessary identified improvements. The completed pre-design will allow the start of final design of priority projects in a timely manner. The completion of pre-design report will also position the City to take full advantage of the applicable grant/low interest loans during the present drought conditions in California.

Analysis:

Public Works Department staff sent out Request for Proposal (RFP) to 5 Engineering Consulting Firms listed below. These firms provide specialized Engineering services related to Wastewater Treatment.

1. Brown and Caldwell
2. Carollo Engineers
3. Kennedy/Jenks Consultants
4. RMC Water and Environment
5. West Yost Associates

The main focus of the RFP was on the CIP projects to:

- Prepare anticipated short term and long term plan - for improvements, expansion, process changes etc., - to meet City's needs and the future anticipated NPDES permit requirements,
- Rehabilitation and/or improvements of the existing process units for - reliability, operations flexibility, redundancy, and useful life,
- Improve/optimize the unit processes to enhance their efficiency, and
- Expand the existing process units as necessary; for example, the permitted capacity of the WWTF is 10.5 MGD, there is no needed redundancy available in the secondary clarifiers to take one of the existing 3 clarifiers out of service for maintenance needs.

Three engineering firms submitted proposals:

- Carollo Engineers
- RMC Water and Environment (with Brown and Caldwell as sub-consultant)
- West Yost Associates

The following are the selection criteria used to evaluate proposals.

- Thoroughness of Response to Requested Information
- Firm Qualifications and Experience – Based on Resumes
- Experience, Qualifications, and Organization of the Proposed Team – Based on Project Team review
- Adequacy of the Proposed Approach and Scope of Work
- Schedule and availability
- Staff Estimate, Ability to Provide the Services
- Innovation
- Other Criteria, including use of local sub-consultants, established by Proposal reviewers

A team of four staff members, and a retired wastewater treatment and construction professional reviewed the proposals for technical merit and responsiveness to the RFP. The reviews were performed independently and cost was not considered during the rating process. Individual rating scores are available for review upon request. Based on the proposal reviews, past experience, proposed team to complete the project objective, and final negotiated costs, it was unanimously concluded that RMC Water and Environment would best meet the project objectives. The proposed costs for pre-design for the three firms are listed below in the Table.

Company	Proposed Cost
Carollo Engineers	\$647,100
West Yost and Associates	\$992,224
RMC Water and Environment	\$1,495,000

RMC Water and Environmental included approximately \$500,000 for the preparation of an Environmental Impact Report for the projects, while the other two firms assumed the preparation of an Initial Study/Mitigated Negative Declaration, which costs significantly less. For comparative purposes, Carollo Engineers included \$96,700 for the environmental portion of work. Also, RMC Water and Environment estimated a much greater level of effort and hours to complete the scope of work. RMC Water and Environmental has designed several recent projects at the WWTF and are extremely knowledgeable on the existing operations and condition of the facility. Staff believes that their estimate of hours is reasonable and recommends award of a contract to RMC Water and Environment.

After the completion of proposed pre-design work (anticipated by January 2016), staff will return to the Council with the recommendation(s) related to the phasing of the projects.

Professional Services Agreement is attached in Exhibit A.

Fiscal Impact:

The contract shall not exceed \$1,495,000. Additional 7% contingency will be in the amount of \$105,000. The Contract will be funded through proposed FY 2015-16 Wastewater Capital Improvement Program (CIP) accounts listed below.

Item	Account No.	Amount
New Septage Receiving Facility	981106-65502	\$ 35,000
Secondary Clarifier Improvements	981116-65502	\$ 12,000
New Outfall Relocation (Environmental)	981156-65502	\$550,000
New Outfall Relocation (Engineering support)	981156-65504	\$150,000
Digester Improvements & New Cogeneration System	981175-65502	\$200,000
Barscreen Improvements	981177-65502	\$ 35,000
Dewatering Improvements	981178-65502	\$ 68,000
Electrical & Instrumentation System	981195-65502	\$150,000
Grit Removal Facility	981197-65502	\$ 45,000
Disinfection System Alternatives	981217-65502	\$130,000
Advanced Treatment Evaluation	981218-65502	\$135,000
New Secondary Clarifier	981219-65502	\$ 90,000
Total	-	1,600,000

Alternatives:

Reduce the scope of work or reject the agreement and provide staff direction to delay the proposed work. If the scope of work is reduced, staff recommends that at a minimum the New Secondary Clarifier, New Outfall Relocation (Environmental and required engineering work), Digester Improvements, and Advanced Treatment Evaluation projects be advanced.

Recommendation:

Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA in the amount of \$ 1,495,000 plus \$105,000 contingency to provide engineering services necessary to prepare a pre-design report for the Wastewater Treatment Facility improvements with the finding that it is in the best interest of the City.

Prepared By:

/s/ Mandeep S. Chohan

Mandeep S. Chohan
Senior Engineer

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

City Attorney

/s/ RB

/s/ TH (via e-mail)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and RMC Water and Environment ("Consultant").

RECITALS

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

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

See Attached Scope of Services (Exhibit A)

List of Tasks included under this Agreement from the attached Scope of work:
1.1, 1.2, 2.1, 2.2, 4.1, 4.2, 5.1, 6.1, 6.2, 7.1, 7.2, 8.1, 9.1, 10.1, 11.1, 11.2,
12.1, 12.4, 13.1, 13.2, 13.3, 14.1, 14.3, and 14.5

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **\$1,495,000** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's

invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its

use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any

party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)
10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
 11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
24. DELETED.
25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By *David Richardson*

Steven C. Kroeger
City Manager

David Richardson
Title: *Service President*

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements

Exhibit A

Scope of Services

Exhibit A
Scope of Services

City of Yuba City
Wastewater Treatment Facility Improvements

APPROACH

The City of Yuba City (City) is implementing a Wastewater Treatment Facility Improvement Project (Project) to address aging infrastructure and improve operational efficiency and reliability. RMC Water and Environment (RMC) has been selected to assist the City in implementing process improvements and evaluating alternative discharge options.

The Project will include the pre-design, design and construction support services for several treatment process upgrades and the evaluation of alternative discharge options.

TEAM

RMC and a variety of specialty consultants including Arc Sine Engineering, TJC and Associates, Whitley Burchett and Associates, Brown and Caldwell, DWG (Dan Gay), One Water Solutions (Glen Daigger), Alex Ekster, and specialty environmental subconsultants (BioMaAs, Basin Research, and Hanson Environmental).

The following designations are used throughout the Scope of Work:

- City, which refers to the City of Yuba City
- CONSULTANT, which refers to RMC and incorporates the consultant team, including staff from RMC and its subconsultants.
- PROJECT TEAM, which refers to the City and CONSULTANT

SCOPE OF WORK

This Scope of Work defines the tasks that CONSULTANT will perform in completing the Project: The major task headings are as follows:

- Task 1 Bar Screen Replacement/Addition
- Task 2 Grit Removal Facility Evaluation
- Task 3 HPO Generation System Installation Design
- Task 4 New Secondary Clarifier
- Task 5 Rehabilitation of Existing Clarifiers
- Task 6 Changing Disinfection System
- Task 7 Digester Improvements
- Task 8 New Septic Receiving Station
- Task 9 New Cogeneration System
- Task 10 Digested Sludge Dewatering Facility Rehabilitation/Replacement
- Task 11 Electrical/Instrumentation Evaluation and Improvements
- Task 12 New WWTF Effluent Outfall Diffuser

Task 13 Evaluation of Alternative Discharge Options
Task 14 Project Management

The scope of work for final design is based on the following:

- The City will provide CONSULTANT with all City standards for design and equipment operation and maintenance (e.g. equipment number scheme, control panel color scheme, etc.)
- The City will provide CONSULTANT with a consolidated summary of City comments on all review submittals.
- The City will provide the front end specifications (Divisions 0 and 1) for the project.
- The City will provide information on existing process equipment and processes data
- CONSULTANT will use the City's standard provisions, and City's form for preparation of special and technical provisions. CONSULTANT will revise the special provisions to reflect the project needs and be compatible with the technical provisions. Electronic copies of drawings will not be furnished until drawings are final and conformed. Half size drawings will measure 11" by 17".
- Scope and level of effort are based on assumed project configurations, which may be changed or modified during the pre-design and/or design phase. Significant changes to the assumed project may require modification to the scope and fee.
- Although the scope of work is broken down into subtasks, the fee for each subtask is not an exact estimate. It is anticipated that some subtasks may require more effort and some may require less effort. The CONSULTANT shall have the ability to adjust the budgets within tasks to balance the overall level of effort. The CONSULTANT shall not exceed the total budget for each task without written authorization from the City.
- Where required, site lighting will be minimal and building inside lighting will consist primarily of strip fixtures based on the City's lighting standards. Illumination levels will be designed to meet industry standards for this type of facility.
- Where practical, designs will include integration of process I/O with existing plant PLC(s), and the existing plant SCADA (Supervisory Control and Data Acquisition) system. New PLC(s) will be designed, as required. PLC and SCADA programming will be included in the scope of the construction contractor.

Task 1 Bar Screen Replacement/Addition

The existing climber style bar screens at the wastewater treatment facility were manufactured by WSG and have been in service since 2002. Although the screens have performed adequately, the complicated design and weight of the rake arm mechanism require frequent inspection and complicated repairs/PM, and has led to several maintenance challenges.

1.1 CONDITION ASSESSMENT

Condition assessment will consist of a visual inspection of the existing bar screen equipment and concrete. Material or non-destructive testing is not included. The findings from the condition assessment along with recommended rehabilitation will be documented in a condition assessment TM.

Deliverables:

- One copy – Bar Screen Condition Assessment TM

1.2 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

Newer styles of bar screens such as multi-rake screens have since become more popular and have an established, successful installation history. CONSULTANT will discuss operational needs and challenges with City staff. The alternative evaluation will include an evaluation of screen equipment options, which are compatible with the existing screen channel configuration.

The PROJECT TEAM will work together to select the appropriate screen equipment for the project. Based on the selected equipment, CONSULTANT will develop design criteria, process schematics, facility layouts and a construction cost estimate.

Assumptions:

- City will provide relevant process and O&M information.
- The existing screening conveyor and washer compactor will remain in place; no modifications are required.
- Electrical and instrumentation and control for the new screen equipment will be similar to the existing bar screens.
- The existing odor control system will remain in place; no modifications are required.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to “freeze” the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall screen equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine the equipment layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the screen equipment. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

1.3 DESIGN

This scope assumes that preparation of the design submittals for the new screen equipment will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City.

1.3.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

1.3.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the screen equipment, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95%

submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

1.3.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

1.3.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

1.3.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- **RESPOND TO QUESTIONS/ADDENDUM PREPARATION:** This subtask consists of preparing a bid document addendum package to address revisions to the design of the new screen equipment. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- **PRE-BID CONFERENCE:** This subtask consists of preparing for and conducting with the City a pre-bid conference for the new screen equipment. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- **BID OPENING AND BID REVIEW:** The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new screen equipment. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum.

1.4 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

1.4.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 3 construction meetings.

1.4.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the new secondary clarifier. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 8 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

1.4.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new screen equipment. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 10 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 14 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 14 hours of engineering support to address informal questions/inquiries from the City/Contractor.

1.4.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to two (2) change orders and clarifications.

Under this task, CONSULTANT will perform up to two, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

1.4.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the new screen equipment. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect Contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

1.4.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the new screen equipment. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new screen equipment is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for one (1) day during testing and startup of the new screen equipment.

1.4.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 1 day of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 1 days, and a civil engineer for a half-day site visit.

1.4.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for screening with relevant information on the new screen equipment. The O&M manual will consist primarily of O&M information provided by the screen equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 2 Grit Removal Facility Evaluation

The City currently has an aerated grit system, however compared to other grit removal options, aerated grit systems require more energy to operate and result in larger volumes of air that need to be odor scrubbed. The CONSULTANT will perform a condition assessment and evaluate process options for the City's grit removal facility.

2.1 CONDITION ASSESSMENT

Condition assessment will consist of a visual inspection of the aerated grit and grit washing equipment, and concrete tanks. Material or non-destructive testing is not included. The findings from the condition assessment along with recommended rehabilitation will be documented in a condition assessment TM.

Deliverables:

- One copy – Grit Removal Facility Condition Assessment TM

2.2 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

CONSULTANT will review historical plant operational data related to grit removal operation, including system hydraulics. Based on operational data and previously developed flow projections, CONSULTANT will determine a recommended process and hydraulic loading rates for the grit removal process. The alternative evaluation will include an evaluation of grit removal and grit washing options. Specifically the following grit removal options will be evaluated:

- Mechanical vortex
- Hydraulic vortex (i.e. Headcell)
- Aerated grit

Each equipment option will be evaluated for potential use at Yuba City. It is anticipated the analysis will include the following specific issues:

- Lifecycle cost (including energy consumption and odor control)
- Compatibility of the technology with the City's existing hydraulic profile
- Odor control requirements
- Performance
- Footprint

The PROJECT TEAM will work together to select the appropriate grit removal and washing technology for the project. Based on the selected technology, CONSULTANT will develop design criteria, process schematics, and preliminary facility layouts.

Assumptions:

- City will provide available historical process data for one year in Excel format.
- City will provide information on operation costs associated with electricity rates and odor control.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to "freeze" the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations

- Develop discipline engineering design and operating criteria
- Refine facility site plan and layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the new grit removal facility. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

Task 3 HPO Generation System Installation Design

CONSULTANT will assist the City with upgrading the existing Pressure Swing Adsorption (PSA) oxygenation system. Under a previous contract, CONSULTANT prepared a technical memorandum containing an evaluation of oxygenation system replacement options including a lifecycle cost comparison.

3.1 PROCUREMENT ASSISTANCE/DESIGN

This subtask consists of assisting the City in selecting a recommended alternative for implementation, providing assistance as part of an equipment pre-purchase process and design of the equipment package installation. For the procurement and design level of effort, it was assumed that a Hybrid 10.5 ton per day (TPD) Vacuum Pressure Swing Adsorption (VPSA) or Vacuum Swing Adsorption (VSA) unit along with liquid oxygen (LOX) deliveries would be the selected alternative. It is assumed that existing LOX storage and feed system will be used as is. Improvements or modifications to the LOX system are not included in this scope of work.

CONSULTANT will develop technical specifications and assist the City in pre-purchasing a single 10.5 TPD oxygen generation unit.

The final design of the oxygen generation system will be coordinated with the selected oxygen generation system provider. Services provided include performing engineering analyses, and preparing drawings and specifications representing an initial submittal of process flow diagrams followed by plans and specification at approximately a mid-point, 95% and 100% level of design completion.

This scope assumes that preparation of the design submittals for the oxygen generation system will be developed completely separately from other treatment plant process upgrades. The oxygen generation equipment supplier will be selected prior to the start of the installation design. The installation design will be developed in coordination with the selected oxygen generation equipment provider and will be a standalone biddable construction package.

3.1.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Yard piping plans showing major pipelines
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared

- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

3.1.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the oxygen generation equipment, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

3.1.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications

- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

3.1.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

3.1.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the oxygen generation equipment installation. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- PRE-BID CONFERENCE: This subtask consists of preparing for and conducting with the City a pre-bid conference for the oxygen generation equipment installation. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- BID OPENING AND BID REVIEW: The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the oxygen generation equipment installation. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- CONFORMED DOCUMENTS: The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

3.2 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the City.

3.2.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 4 construction meetings.

3.2.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the oxygen generation equipment installation. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 12 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

3.2.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the oxygen generation equipment installation. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 15 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 16 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each Contractor RFI on the CONSULTANTS's standard RFI response form.
- Up to 16 hours of engineering support to address informal questions/inquiries from the City/Contractor.

3.2.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to two (2) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

3.2.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the oxygen generation equipment installation project. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

3.2.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the oxygen generation equipment installation project. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new oxygen generation facility is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for two (2) days during testing and startup of the new oxygen generation system.

3.2.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 2 days of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 2 days, and a civil engineer for a half-day site visit.

3.2.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for oxygen generation with relevant information on the oxygen generation equipment. The O&M manual will consist primarily of O&M information provided by the oxygen generation equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 4 New Secondary Clarifier

The design of Secondary Clarifier #4 will be developed to match the existing secondary process at the wastewater treatment facility. Services provided include development of a basis of design technical memorandum, performing engineering analyses, and preparing drawings and specifications representing an initial submittal of process flow diagrams followed by plans and specification at approximately a mid-point, 95% and 100% level of design completion.

CONSULTANT will develop civil layouts and drawings as necessary to construct Secondary Clarifier #4. The civil layout will include yard piping alignments and profiles necessary for secondary influent, secondary effluent, return and waste activated sludge, secondary scum and utility water.

CONSULTANT will develop a complete and functional mechanical system for Secondary Clarifier #4. The mechanical system will include clarifier sludge and scum equipment, secondary scum pit and connections to the existing and potentially modifications to the RAS/WAS pump stations. Hydraulic impacts at the existing secondary clarifier influent splitter box will also be considered. The CONSULTANT will provide structural design of a new clarifier tank.

The CONSULTANT will design a motor control center as necessary to operate and power the new secondary clarifier. The CONSULTANT will develop an instrumentation and control system for Secondary Clarifier #4. The new secondary clarifier will be developed to interface with the existing I&C and SCADA systems at the plant. The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City..

The CONSULTANT will review existing survey and geotechnical information. If necessary, additional survey and/or geotechnical information may need to be collected, which is outside this scope of work.

The scope of work for final design is based on the following assumptions:

- The new secondary clarifier will be constructed on an undeveloped (i.e. structure demolition is not required) site at the treatment plant.
- The new secondary clarifier will be powered from the plants existing electrical system and equipment

This task also includes an initial subtask to evaluate alternatives to improve sludge settleability, which could delay the need for Secondary Clarifier #4.

4.1 ALTERNATIVES ANALYSIS

The purpose of the alternatives analysis is to evaluate options to improve sludge settleability in the secondary clarifiers. RMC previously worked with the City to evaluate potential sludge settleability improvements. The City has already implemented several of the simpler improvements. For this alternatives analysis the CONSULTANT will work with the City to further evaluate 1) the use of an anaerobic selector and 2) SVI control using automated SRT and DO control.

4.1.1 ANAEROBIC SELECTOR

Anaerobic selectors have been implemented in numerous wastewater treatment plants to improve sludge settleability by controlling the presence of filamentous organisms. CONSULTANT will work with

the City to evaluate the use of an anaerobic selectors. The evaluation will include site visits to high-purity oxygen treatment plants that have anaerobic selectors (i.e. SFPUC and EBMUD WWTPs). A conceptual process configuration for the anaerobic zone will be developed by the CONSULTANT.

4.1.2 EVALUATION OF SVI CONTROL USING REAL-TIME PROCESS CONTROL SYSTEMS

CONSULTANT will review historical variability of DO, SRT and sludge blanket controls based on a review of historical data. CONSULTANT will perform statistical analysis of SRT, DO, and sludge blanket variability, as well as regression analysis of sludge settleability index (SVI) vs. process control parameters. CONSULTANT will review current methods of SRT, DO and sludge blanket control.

CONSULTANT will perform literature review and will interview staff from at least three West Coast plants (including staff from at least one pure oxygen plant) who operate a real time SRT and DO control system to evaluate performance improvements that have been achieved by using these control systems.

CONSULTANT will provide cost estimate for implementation of SRT, DO and sludge blanket control systems.

Assumptions:

- City will provide historical process database for one year in Excel format.
- City will provide operation and laboratory staff for a 1-2 hours interview.

4.2 BASIS OF DESIGN TM

The primary objective of the basis of design is to present information and to receive feedback sufficient to "freeze" the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine facility site plan and layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of Secondary Clarifier #4. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

For comparison purposes, CONSULTANT will prepare a summary of the benefits, planning level cost estimate, and footprint requirement for a membrane filtration process, which could be used in lieu of new clarifier.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

4.3 SECONDARY CLARIFIER DESIGN

This scope assumes that preparation of the design submittals for secondary clarifier will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

4.3.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Grading, drainage
 - Yard piping plans showing major pipelines
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

4.3.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the new secondary clarifier, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.

- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

4.3.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

4.3.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

4.3.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the new secondary clarifier project. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.

- **PRE-BID CONFERENCE:** This subtask consists of preparing for and conducting with the City a pre-bid conference for the new secondary clarifier project. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- **BID OPENING AND BID REVIEW:** The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new secondary clarifier project. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum.

4.4 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

4.4.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 6 construction meetings.

4.4.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the new secondary clarifier. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 16 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

4.4.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new secondary clarifier installation. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 20 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 24 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 24 hours of engineering support to address informal questions/inquiries from the City/Contractor.

4.4.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to four (4) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

4.4.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the new secondary clarifier project. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect Contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

4.4.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the new secondary clarifier project. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new secondary clarifier is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for two (2) days during testing and startup of the new secondary clarifier.

4.4.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 2 days of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 2 days, and a civil engineer for a half-day site visit.

4.4.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for secondary clarifiers with relevant information on the secondary clarifier equipment. The O&M manual will consist primarily of O&M information provided by the secondary clarifier equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 5 Rehabilitation of Existing Clarifiers (3)

CONSULTANT will assist the City in rehabilitating the three (3) existing secondary clarifiers at the wastewater treatment plant. The rehabilitation scope of work includes condition assessment, design, and engineering services during construction.

5.1 CONDITION ASSESSMENT

Condition assessment will consist of a visual inspection of the existing clarifier mechanism, concrete tank, and launders in each clarifier. Material or non-destructive testing is not included. Only one clarifier can be removed from service at a time, therefore three separate site visits will be required to inspect all three clarifiers. CONSULTANT will review existing splitter box and secondary Clarifier effluent line capacity and recommend improvements if needed. The findings from the condition assessment along with recommended rehabilitation for each clarifier will be documented in a condition assessment TM.

The addition of density current baffles, launder cleaning mechanism and/or covering launders to prohibit algae growth will also be considered as part of the condition assessment evaluation.

Deliverables:

- One copy – Secondary Clarifier Condition Assessment TM

5.2 DESIGN

CONSULTANT will prepare plans and specifications for the recommended clarifier rehabilitation project. It is assumed that rehabilitation would be limited to replacement of select components of the existing mechanism and recoating of the entire mechanisms. Electrical and instrumentation/controls work is not included.

This scope assumes that preparation of the design submittals for secondary clarifier rehabilitation will be developed into a single bid set for all three clarifiers, which will be completely separately from other treatment plant process upgrades.

Assumptions:

- The rehabilitation work will be restricted to allow only one clarifier to be out of service at a time.

5.2.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Mechanical drawings
 - An updated list of drawings remaining to be prepared

- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

5.2.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the recommended clarifier rehabilitation project, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

5.2.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications

- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

5.2.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

5.2.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the secondary clarifier rehabilitation project. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- PRE-BID CONFERENCE: This subtask consists of preparing for and conducting with the City a pre-bid conference for the secondary clarifier rehabilitation project. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- BID OPENING AND BID REVIEW: The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the secondary clarifier rehabilitation project. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
-
- CONFORMED DOCUMENTS: The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

5.3 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

5.3.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 3 construction meetings (1 per clarifier).

5.3.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the recommended clarifier rehabilitation project. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 6 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

5.3.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the recommended clarifier rehabilitation project. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 6 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 12 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 12 hours of engineering support to address informal questions/inquiries from the City/Contractor.

5.3.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to one (1) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

5.3.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for secondary clarifier rehabilitation project. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

5.3.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the secondary clarifier rehabilitation project. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the rehabilitated clarifiers are started-up.

Assumptions:

- The CONSULTANT will provide a resident engineer for three (3) half-days during testing and startup of the rehabilitated secondary clarifiers.
- Construction observation is not included for the clarifier rehabilitation task

Task 6 Changing Disinfection System

The City currently uses chlorine gas for disinfection. Industry best practice has moved away from chlorine gas for safety reasons, and therefore the City is interested in evaluating alternate disinfection processes.

6.1 FEASIBILITY STUDY

The feasibility of changing the City's existing disinfection system from gaseous chlorine to liquid chlorine depends upon how the change would impact the existing overall facility, associated costs of altering existing facilities and equipment to accommodate the change, operations and maintenance training necessitated by the change, potential regulatory and environmental documentation, and the complexity of design and construction.

CONSULTANT will evaluate alternative disinfection options in conjunction with studying the feasibility of a switch in chlorine supply. Potential alternatives to a chlorine disinfection system include ozone, ultraviolet light, ultrafiltration, microfiltration, and reverse osmosis. Key considerations for evaluating alternatives to chlorine include current and future regulatory requirements, energy consumption, potential to eliminate or reduce usage of potentially hazardous chemicals, potential release of toxins to the environment (including chlorination byproducts), impact on ecosystems, impacts on communities including those near the WWTF, financial impacts, worker safety, and long-term goals such as maximizing recycled water as a supplemental source. Disinfection alternatives will be compared by germicidal efficiencies, operations and maintenance considerations, conversion requirements, cost, and key advantages and disadvantages.

6.2 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

After the feasibility study effort is completed, the PROJECT TEAM will work together to select the appropriate disinfection system for the project. Based on the selected technology, CONSULTANT will develop design criteria, process schematics, and facility layouts.

Assumptions:

- City will provide historical process database for one year in Excel format.
- City will provide information on operation costs associated with electricity rates, chemical use and supply costs.

The results of the feasibility study/alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to "freeze" the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine facility site plan and layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of a new disinfection process. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's)

and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

Task 7 Digester Improvements

The existing digesters are in need of rehabilitation from a condition assessment perspective. The existing floating covers are unstable and are a potential safety hazard to plant personnel. The City is also interested in investigating improvements that could lower the operation and maintenance costs of the digesters.

RMC Knowledge and Approach:

Recommendations for digester improvements will address existing operations, maintenance, and compliance issues. Potential improvements include switching to a fixed digester cover and alternative digester mixing systems to increase gas production. RMC will closely integrate its analysis and recommendations with the findings and recommendations for the cogeneration system (Project 9).

7.1 CONDITION ASSESSMENT

CONSULTANT will use the condition assessment study that was previously performed as well as the findings from the electrical assessment performed under Task 11, to evaluate options to reduce operation and maintenance requirements and/or reduce operating costs. Condition assessment will consist of a visual inspection of the exterior of the existing digester and other digestion equipment that was not inspected as part of the previous assessment. Material or non-destructive testing is not included. The findings from the condition assessment along with recommended rehabilitation for digestion process will be documented in a condition assessment TM.

Deliverables:

- One copy – Digester Condition Assessment TM

7.2 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

CONSULTANT will review historical plant operational data related to digestion. Based on operational data and previously developed flow projections, CONSULTANT will determine a recommended solids and hydraulic loading rates for the digestion process. The alternative evaluation will include an evaluation of potential digestion improvements including switching to a fixed digester cover and alternative digester mixing systems to increase gas production. RMC will closely integrate its analysis and recommendations with the findings and recommendations for the cogeneration system Task 9. Recommendations for digester improvements will be primarily focused on addressing existing operations, maintenance, and performance.

The PROJECT TEAM will work together to select the appropriate digester improvements for the project. Based on the selected project, CONSULTANT will develop design criteria, process schematics, and facility layouts.

Assumptions:

- City will provide historical process database for one year in Excel format.
- City will provide information on operation costs associated with electricity rates/use, natural gas rates/use, digester performance, and digester gas production.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to “freeze” the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine facility layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the digestion improvements. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

7.3 DESIGN

The CONSULTANT will design the digestion improvements based on the design concept developed in the basis of design TM. It is assumed that the digester improvements will consist of:

- Replacement of the existing digester covers
- Modifications to the existing mixing system
- Modifications to the existing digester feed, sludge heating, and digester gas piping systems.

CONSULTANT will develop a complete and functional mechanical system for the digestion improvements.

The CONSULTANT will develop an instrumentation and control system for the digestion improvements. The digestion improvements will be developed to interface with the existing I&C and SCADA systems at the plant. The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City..

Assumptions:

- The digestion improvement will be powered from the plants existing electrical system and equipment

This scope assumes that preparation of the design submittals for the digestion improvements will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

7.3.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

7.3.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the digestion improvements, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

7.3.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

7.3.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

7.3.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the new dewatering facility. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- PRE-BID CONFERENCE: This subtask consists of preparing for and conducting with the City a pre-bid conference for the new dewatering facility. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- BID OPENING AND BID REVIEW: The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new dewatering facility. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- CONFORMED DOCUMENTS: The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

7.4 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

7.4.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 4 construction meetings.

7.4.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the digestion improvements. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 20 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

7.4.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new dewatering facility. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 20 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 26 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 26 hours of engineering support to address informal questions/inquiries from the City/Contractor.

7.4.4 ASSIST WITH COs, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to three (3) change orders and clarifications.

Under this task, CONSULTANT will perform up to two, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

7.4.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the digestion improvements. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

7.4.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the digestion improvements. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the digestion improvements are started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for one (1) day during testing and startup of the digestion improvements.

7.4.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to one day of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 1 day, and a civil engineer for a half-day site visit.

7.4.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for digestion with relevant information on the newly installed digestion equipment. The O&M manual will consist primarily of O&M information provided by the digestion equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 8 New Septage Receiving Station

The City is interested in constructing a new septage station that would have a dedicated connection line to the digester and which would have optimized capture and handling of rocks and debris that accompanies this type of load.

8.1 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

CONSULTANT will discuss operational needs and challenges associated with septage receiving with City staff. The alternative evaluation will include an assessment of projected loadings, equipment alternatives, location within the existing process stream, access and egress points for septage trucks, and odor control. Septage receiving equipment is available in packaged and custom systems—the designs of which will be evaluated based on time to empty septage trucks, maximum flow, screenings capacity, connector height, and odor control functions.

The PROJECT TEAM will work together to select the appropriate septage receiving equipment for the project. Based on the selected equipment, CONSULTANT will develop design criteria, process schematics, facility layouts and a construction cost estimate.

Assumptions:

- City will provide relevant process and O&M information.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to “freeze” the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall screen equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine the equipment layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the septage receiving equipment. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

8.2 DESIGN

This scope assumes that preparation of the design submittals for the septage receiving equipment will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City..

8.2.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

8.2.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the septage receiving equipment, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

8.2.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

8.2.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

8.2.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the septage receiving equipment. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- PRE-BID CONFERENCE: This subtask consists of preparing for and conducting with the City a pre-bid conference for the new screen equipment. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- BID OPENING AND BID REVIEW: The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the septage receiving equipment. The CONSULTANT will provide the City with an evaluation of each bidder's ability

to meet the scope, budget and schedule requirements for the project based on bid documents received.

-
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum.

8.3 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

8.3.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 3 construction meetings.

8.3.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the septage receiving equipment. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 8 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

8.3.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the septage receiving equipment. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 10 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 14 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 14 hours of engineering support to address informal questions/inquiries from the City/Contractor.

8.3.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to two (2) change orders and clarifications.

Under this task, CONSULTANT will perform up to two, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

8.3.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the septage receiving equipment. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect Contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

8.3.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the septage receiving equipment. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the septage receiving equipment is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for one (1) day during testing and startup of the septage receiving equipment.

8.3.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 1 day of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 1 days, and a civil engineer for a half-day site visit.

8.3.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for septage receiving with relevant information on the septage equipment. The O&M manual will consist primarily of O&M information provided by the septage equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 9 New Cogeneration System

The City is interested in assessing and potentially implementing a replacement of exiting obsolete cogeneration system that will allow efficient, reliable, and cost-effective use of the digester gas produced at the plant.

Financially viable and reliable cogeneration system alternatives utilizing wastewater treatment plant anaerobic digester gas are limited. Thus, CONSULTANT will evaluate three technologies as part of this study:

- Reciprocating engines using digester gas fuel are used successfully in many wastewater plants in all parts of California. Engine-based cogeneration viability is dependent on the quantity of digester gas available, the availability of natural gas at the site, and air district specific air permit restrictions placed on the project.
- Gas turbines larger than the micro turbine size, in the 300kW size, may be viable depending on the capabilities of the existing digester gas treatment and compression infrastructure at the treatment plant.
- Selling the digester gas to the nearby Calpine power plant and accepting hot water heat from them. Exchange of gas fuel and heat energy with the Calpine plant depends on Calpine's willingness to consider this concept, and whether the plant run schedule (given that the plant is a "peaker" plant) will provide a reliable outlet for the digester gas and a reliable source of heat for the WWTF digesters.

9.1 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

Based on recent experience with unacceptable long term performance of digester gas fueled fuel cells at Dublin San Ramon Services District in Pleasanton CA, fuel cells are not a recommended technology for digester gas use. The base case for digester gas use will be to use the gas in hot water boilers to supply digester heating. Alternatives will be compared to this base case. Each alternative will assume that no additional digester gas storage is added or required as part of the evaluations. CONSULTANT will perform a simple plant heat balance for each digester gas use alternative to confirm that plant heat demand will be met.

Kickoff meeting. CONSULTANT will attend a cogeneration kickoff meeting. In preparation for the kickoff meeting, CONSULTANT will prepare a listing of data, drawings and other information necessary to begin the study (e.g., record drawings, operating data on the digester gas production, O&M Manuals, maintenance system records when available, etc.).

Data Gathering. CONSULTANT will perform a two day site visit at the WWTF to gather additional information about the existing facilities and to document visible changes between the existing documentation and field conditions.

Digester gas collection system modeling. CONSULTANT will develop a simplified gas pressure drop model of the existing digester gas system from the digester domes to the existing equipment in the existing system. This model will be used to determine if there are significant bottlenecks in the existing digester piping that would require replacement for any of the alternatives being considered.

Gas Treatment Evaluation. CONSULTANT will review the size, type, and capacities of the existing digester gas treatment system that removes hydrogen sulfide, water and siloxanes. If new or larger equipment is required, CONSULTANT will recommend the sizes for such new equipment.

Digester Gas Compressor. The existing system compresses both the digester gas and any makeup natural gas. CONSULTANT will determine the approximate horsepower for a digester gas compressor as required by the alternative. For the existing system, natural gas fuel makeup was routed through the compressor and through the rest of the treatment system. It will be more energy efficient and improve digester gas treatment to bypass natural gas around the treatment equipment directly to the end use. Since Calpine next door has a very large natural gas demand, it is very likely the utility has high pressure natural gas available in the street adjacent to the WWTF. CONSULTANT will contact the natural gas supplier regarding the feasibility of providing high pressure natural gas service.

Evaluation of Plant Heat Demands. CONSULTANT will evaluate the plant heat demands for digester heating and other current uses of the heat. Part of the viability of any use of digester gas is determining if an alternative use of the gas provides enough recoverable heat to meet the current and planned heating needs of the WWTF. CONSULTANT's heat demand model will be based on digester construction details for convective heat transfer from the digester tanks to the outside air and for heat to raise sludge feed up to the digester operating temperature.

Evaluation of Reciprocating Engine Cogeneration System. CONSULTANT will obtain data and requirements for available engines from at least two vendors if they exist for the anticipated size range. Current engines are almost ten percent more efficient than a decade ago and fuel blending can be handled by current digital control system that adjust engine parameters automatically if fuel heat content (Btu/SCF) changes. This change in engine performance makes them a leading choice for digester gas based cogeneration. As part of this alternative, CONSULTANT will contact the Feather River Air Quality Management District (FRAQMD) about current air permit requirements for digester gas fueled reciprocating engines. Yuba City is within a part FRAQMD regulated area that is non-attainment for Nitrogen Oxides and PM2.5. This means Best Available Control Technology (BACT) will be the minimum standard for emissions control from any cogeneration source. CONSULTANT will discuss specific control requirements and emissions requirements with the FRAQMD for this and other technologies.

Evaluation of Small Gas Turbines. There are small gas turbines that are in the 300 kW size range compared to the existing abandoned 30 kW micro turbines. This alternative might be viable because it may benefit from reuse of the existing digester gas treatment and compression equipment. Another turbine benefit is that emissions are generally lower than reciprocating engines without catalytic converters.

Evaluate Off-site Digester Gas Use. It may be feasible to sell the digester gas to the nearby Calpine power plant. To meet WWTF heating needs, the Calpine power plant may have excess waste heat that could be utilized in the WWTF for digester heating and building heating. A similar trade of digester gas and heat has been taking place at the Sacramento WWTP in Elk Grove since 1991. Because the Calpine plant is used to provide power in peak demand periods, this alternative may have time of use issues that make it not viable for the WWTF needs. CONSULTANT will contact Calpine to see if there is any interest in such an exchange and to ask about hours of use issues. Deliverable will be a summary of the conversations with Calpine with an opinion on the viability of this alternative.

Each equipment option will be evaluated for potential use at Yuba City. It is anticipated the analysis will include the following specific issues:

- Lifecycle cost (including energy production, pretreatment, maintenance requirements, and heat production)
- Footprint
- Reliability

- Permitting requirements

The PROJECT TEAM will work together to select the appropriate cogeneration technology for the project. Based on the selected technology, CONSULTANT will develop design criteria, process schematics, and facility layouts.

Assumptions:

- City will provide historical process database for five years in Excel format.
- City will provide information on operation costs associated with digester gas production and maintenance costs.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to “freeze” the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine facility site plan and layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the new cogeneration facility. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

9.2 DESIGN

The CONSULTANT will design the new cogeneration facility based on the design concept developed in the basis of design TM. For this purpose of the design scope it is assumed that the reciprocating engine alternative will be selected. If other alternatives are selected, the scope and budget will need modification.

CONSULTANT will develop a complete and functional mechanical system for the cogeneration facility. The mechanical system will include cogeneration equipment, digester gas piping, hot water piping, and digester gas treatment (if required).

The CONSULTANT will develop an instrumentation and control system for the new cogeneration facility. The new cogeneration facility will be developed to interface with the existing I&C and SCADA systems at the plant. The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City..

Assumptions:

- The cogeneration facility will be connected to the plants existing electrical system and equipment

- It is assumed that the cogeneration equipment will be installed with sound enclosures at the same location as the existing microturbine facility. The design of a new cogeneration building or structure is not included in this scope of work.

This scope assumes that preparation of the design submittals for new cogeneration facility will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

9.2.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Grading, drainage
 - Yard piping plans showing major pipelines
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Air permit application package for authority to construct
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

9.2.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the new cogeneration facility, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

9.2.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

9.2.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

9.2.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the new cogeneration facility. The CONSULTANT will also be responsible for receiving, logging, and responding to

questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.

- **PRE-BID CONFERENCE:** This subtask consists of preparing for and conducting with the City a pre-bid conference for the new cogeneration facility. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- **BID OPENING AND BID REVIEW:** The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new cogeneration facility. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

9.3 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

9.3.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 6 construction meetings.

9.3.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the new cogeneration facility. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 28 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

9.3.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new cogeneration facility. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 28 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 34 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 34 hours of engineering support to address informal questions/inquiries from the City/Contractor.

9.3.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to four (4) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

9.3.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the new cogeneration facility. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

9.3.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the new cogeneration facility. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new dewatering facility is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for two (2) days during testing and startup of the new cogeneration facility.

9.3.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 2 days of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 2 days, and a civil engineer for a half-day site visit.

9.3.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for cogeneration with relevant information on the new cogeneration equipment. The O&M manual will consist primarily of O&M information provided by the cogeneration equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 10 Digested Sludge Dewatering Facility Rehabilitation/Replacement

The design of the digested sludge dewatering facility will be developed to provide two dewatering units located within the existing dewatering building at the wastewater treatment facility. Services provided include development of a basis of design technical memorandum, performing engineering analyses, and preparing drawings and specifications representing an initial submittal of process flow diagrams followed by plans and specification at approximately a mid-point, 95% and 100% level of design completion.

The CONSULTANT will review existing survey and geotechnical information. If necessary, additional survey and/or geotechnical information may need to be collected, which is outside this scope of work.

The scope of work for final design is based on the following assumptions:

- The new dewatering facility will be constructed within the dewatering building.
- The new dewatering facility will be powered from the plants existing electrical system and equipment
- No modifications are required to the existing digested sludge pumps or to the polymer feed system. Both systems will be incorporated into the new dewatering facility.
- The existing odor control bed will provide odor control for the new dewatering facility. Expansion of the existing odor control system is not required.

10.1 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

CONSULTANT will review historical plant operational data related to digested sludge dewatering. Based on operational data and previously developed flow projections, CONSULTANT will determine a recommended solids and hydraulic loading rates for the dewatering facility. The alternative evaluation will include an evaluation of dewatering equipment options. Specifically the following dewatering options will be evaluated:

- Screw press (including Fournier Press)
- Belt filter press
- Rotary press
- Centrifuge

The City recently pilot tested various screw press units. If necessary, the CONSULTANT will assist the City in pilot testing rotary press units. Each equipment option will be evaluated for potential use at Yuba City. It is anticipated the analysis will include the following specific issues:

- Lifecycle cost (including energy consumption, cake dryness, and polymer use)
- Compatibility of the technology with the City's planned staffing, i.e. ability to operate unattended during the night if needed
- Odor control requirements
- Footprint
- O&M requirements

The PROJECT TEAM will work together to select the appropriate dewatering technology for the project. Based on the selected technology, CONSULTANT will develop design criteria, process schematics, and facility layouts.

Assumptions:

- City will provide historical process database for one year in Excel format.
- City will provide information on operation costs associated with electricity rates, dewatered sludge disposal, and polymer use.

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to “freeze” the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall treatment process and major equipment recommendations
- Develop discipline engineering design and operating criteria
- Refine facility site plan and layout
- Refine implementation schedule and project staging

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the new dewatering facility. This submittal will also include the process flow diagrams which will form the basis for the Process and Instrumentation Diagrams (P&ID's) and the control system. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

10.2 DESIGN

The CONSULTANT will design the dewatering process based on the design concept developed in the basis of design TM.

CONSULTANT will develop civil layouts and drawings as necessary to install the new dewatering equipment within the existing dewatering building. The civil layout will include yard piping alignments and profiles necessary for digested sludge filtrate, utility water, polymer, and odor control systems.

CONSULTANT will develop a complete and functional mechanical system for the new dewatering facility. The mechanical system will include dewatering equipment and high pressure utility water pumps (if required).

The CONSULTANT will develop an instrumentation and control system for the new dewatering facility. The new dewatering facility will be developed to interface with the existing I&C and SCADA systems at the plant. The instrumentation and control work will also include development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City..

Assumptions:

- The City will provide information on existing process equipment and process (e.g. digested sludge pumps and piping) necessary to incorporate the dewatering facility
- The dewatering facility will be powered from the plants existing electrical system and equipment

This scope assumes that preparation of the design submittals for new dewatering facility will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

10.2.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Grading, drainage
 - Yard piping plans showing major pipelines
 - Mechanical drawings
 - Equipment layouts
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

10.2.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the new dewatering facility, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

10.2.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

10.2.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

10.2.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the new dewatering facility. The CONSULTANT will also be responsible for receiving, logging, and responding to

questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.

- **PRE-BID CONFERENCE:** This subtask consists of preparing for and conducting with the City a pre-bid conference for the new dewatering facility. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- **BID OPENING AND BID REVIEW:** The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new dewatering facility. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

10.3 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

10.3.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 6 construction meetings.

10.3.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the new dewatering facility. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 24 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

10.3.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new dewatering facility. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 24 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 32 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 32 hours of engineering support to address informal questions/inquiries from the City/Contractor.

10.3.4 ASSIST WITH COS, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to four (4) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

10.3.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the new dewatering facility. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

10.3.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the new dewatering facility. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new dewatering facility is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for two (2) days during testing and startup of the new dewatering facility.

10.3.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to 2 days of site visits by the electrical/instrumentation engineer, a one-half day site visit by the structural engineer, and a one-half day site visit by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day, an electrical/instrumentation engineer for up to 2 days, and a civil engineer for a half-day site visit.

10.3.8 OPERATION AND MAINTENANCE (O&M) MANUALS

CONSULTANT will update the City's existing O&M manual for dewatering with relevant information on the new dewatering equipment. The O&M manual will consist primarily of O&M information provided by the dewatering equipment manufacturer, with a brief process description, design criteria, and discussion on operating parameter and process operation.

Deliverables:

- The CONSULTANT will provide an updated O&M manual in PDF and hard copy format in a three-ring binder.

Task 11 Electrical/Instrumentation Evaluation and Improvements

11.1 WWTP CONDITION ASSESSMENT

This task consists of performing an onsite evaluation of the electrical and instrumentation/control equipment at the wastewater treatment facility and preparing findings in a technical memorandum describing recommended improvements, phasing, and budgetary estimates for recommendations.

Workshop: Conduct a workshop to discuss the scope of the plant electrical and I&C evaluation, including specific areas which the City wishes the evaluation to focus on (includes workshop preparation, meeting minutes, and follow-on coordination).

Assemble/Review Facility Drawings/O&M Manuals: Request facility as-built/record drawings and O&M manuals relevant to the electrical/I&C evaluation. Assemble/review documentation.

Field Inspections: Conduct field investigations (including preparation, coordination, and debrief/follow up). Assume 3 people, two sessions at 3, eight hour days each.

11.2 WWTP ALTERNATIVE ANALYSIS/BASIS OF DESIGN TM

Technical Memorandum (TM): Prepare a draft and final TM covering the evaluation findings. The TM will address select topics such as: equipment vintage and usable lifespan (especially for MCCs), plant load evaluations (calculations), standby generator evaluations, SCADA architecture, communications, alarm notification, access and security, redundancies, instruments, signal types/signal interfaces. The TM task includes effort required to develop the following as-is drawings to a conceptual level:

Electrical	Instrumentation
E-1 Legend	I-1 Legend
E-2 One-Line Diagram-1	I-2 BlockDiagram-1
E-3 One-Line Diagram-2	I-3 Block Diagram-2
E-4 One-Line Diagram-3	I-4 P&ID-1
E-5 One-Line Diagram-4	I-5 P&ID-2
E-6 One-Line Diagram-5	I-6 P&ID-3
E-7 One-Line Diagram-6	I-7 P&ID-4
	I-8 P&ID-5
	I-9 P&ID-6
	I-10 P&ID-7
	I-11 P&ID-8

Assumptions:

The following subjects are considered outside the intended scope of this evaluation and are not presently included in this Scope:

- The global subject of operator interfaces, fixed workstations versus wireless access, remote access, and related plant-wide networking.
- Computerized maintenance management discussions, evaluations, and considerations are not included.
- Regulatory compliance, evaluating reporting, instrumentation, and data collection rates and/or signal conditioning.
- Interfaces with other City enterprises/networks.

Workshop: Receive City review comments on draft TM. Conduct a workshop to discuss the draft TM and City review comments (includes workshop preparation, meeting minutes, and follow-on coordination). Submit Final TM. The TM will be written by ArcSine with input from RMC.

Deliverables:

- Workshop Meeting Minutes
- Technical Memorandum – Electrical/I&C Evaluation (draft and final)

Task 12 New WWTF Effluent Outfall Diffuser

The City's existing river outfall is exposed during low flows in the Feather River. The City's discharge permit prohibits discharge to the river during this condition. A new outfall location is needed, if the City continues with river discharge.

12.1 ALTERNATIVES ANALYSIS/ BASIS OF DESIGN TM

This task includes gathering available information, evaluating previous studies and alternatives, and recommending a preferred alternative to carry the design forward. CONSULTANT will review the ESA/PWA Diffuser Relocation – Geomorphic Study and conduct additional analysis to evaluate headcutting, bed stability, sedimentation patterns, stage-discharge relationship (rating curve), and flow duration curves to properly locate the outfall in plan and profile.

The ESA/PWA study only included the area downstream of Shanghai Falls adjacent to the ponds. If upstream locations have not been explored, CONSULTANT will perform a cursory evaluation to assess whether viable locations exist closer to the plant.

The PROJECT TEAM will work together to select the appropriate outfall pipeline alignment and diffuser location for the project. Based on the selected technology, CONSULTANT will develop design criteria, and pipeline alignment.

Assumptions:

- City will provide historical process database for one year in Excel format.
- City will provide information on discharge and current use of the outfall.
- City will contract with dynamic modeling consultant separately

The results of the alternative analysis will be documented in a basis of design TM. The primary objective of the basis of design is to present information and to receive feedback sufficient to "freeze" the major design concepts and configurations. The Basis of Design Technical Memorandum (TM) will:

- Establish the overall outfall configuration and recommendations
- Develop discipline engineering design and criteria
- Refine pipeline alignment
- Pipe material selection
- Refine implementation schedule and project staging
- Establish permitting requirements

CONSULTANT will prepare a basis of design TM that documents key design decisions and assumptions that will be used for detailed design of the outfall. CONSULTANT will evaluate up to two alternatives and append the Basis of Design TM with an Alternatives Analysis section summarizing the options considered and the preferred option to be carried forward in design. For budgeting purposes, it is assumed that all alternatives will be within the area studied in the 2013 Study. CONSULTANT will prepare Preliminary Design plans (11x17) and conceptual cost estimate. No specifications will be provided at this phase of design. Attendance at up to two meetings with the client, to discuss alternatives and findings, has been budgeted. The recommended project elements will be developed to allow the City to approve moving the project to the detailed design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

12.2 DESIGN

Task 2 includes taking the Predesign and performing final design and detailing sufficient to prepare construction documents, including construction specifications and an estimate of construction costs. The CONSULTANT will design the dewatering process based on the design concept developed in the basis of design TM.

CONSULTANT will prepare a detailed design and will assist the City in obtaining permits from regulatory agencies, including temporary permits for the construction of the new outfall and permanent permits for long-term operation. It is anticipated that the following permits/approvals from other agencies are likely to be required to implement the project:

- Clean Water Act Section 404
- DFG Streambed Alteration Agreement
- SWRCB Section 401 Water Quality Certification
- Endangered Species Act compliance
- Section 106 of the National Historic Preservation Act
- Potential Reclamation Board permit, if any work needs to be done within the Feather River Levee footprint

Perform final design of the outfall pipeline from the existing outfall pipeline west of Shanghai Falls (east of the levee) downstream to the diffuser location as identified in the Basis of Design TM. CONSULTANT will develop civil layouts and drawings as necessary to construct the new outfall. The civil layout will include yard piping alignments and profiles. Corrosion control measures will also be included as part of the design.

CONSULTANT will perform a diffuser design study using CORMIX modeling software to meet permitting agency requirements; the CITY will provide NPDES permit requirement information and coordinate with CONSULTANT to develop a diffuser design.

This scope assumes that preparation of the design submittals for the new outfall will be developed completely separately from other treatment plant process upgrades and will be a standalone biddable construction package.

12.2.1 MIDPOINT DESIGN/SUBMITTAL

Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Mid-point Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Grading, drainage
 - Piping plans and profiles
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major items
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

Deliverables:

- 5 copies of the Mid-point drawings – half size
- 5 copies of the Mid-point specifications
- Mid-point design cost estimate and schedule

12.2.2 95% DESIGN/SUBMITTAL

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the new outfall, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.
- 95% Internal Constructability and Quality Review – This review will be completed and the resultant changes will be incorporated into the 95% submittal before it is given to the City for review with the summary of changes made.

Deliverables:

- 5 copies of the 95% drawings – half size
- 5 copies of the 95% specifications
- 95% design cost estimate

12.2.3 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full size drawings and specifications
- Budget estimate in Excel
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

12.2.4 QA/QC

Quality assurance and quality control activities will include detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Technical Review Committee (TRC), will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

12.2.5 BID SERVICES

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- RESPOND TO QUESTIONS/ADDENDUM PREPARATION: This subtask consists of preparing a bid document addendum package to address revisions to the design of the new outfall. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- PRE-BID CONFERENCE: This subtask consists of preparing for and conducting with the City a pre-bid conference for the new outfall. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- BID OPENING AND BID REVIEW: The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new outfall. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
-
- CONFORMED DOCUMENTS: The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum and pre-bid conference attendee log.
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in 'Word' Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

12.3 ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will review submittals, change orders and clarification requests during construction as described in the following sections. The CONSULTANT will receive change orders, RFIs, and other construction related documents and submit responses through a web based construction communication service (e.g. CMDTS), which will be furnished by the CITY.

12.3.1 ATTEND CONSTRUCTION MEETINGS

This subtask consists of preparing for and attending construction meetings, including the preconstruction conference, construction meetings, and special as-needed construction meetings. It is assumed that the CONSULTANT will attend up to 6 construction meetings.

12.3.2 REVIEW SUBMITTALS

This subtask consists of reviewing contractor submittals related to the new dewatering facility. Submittals will be required for all equipment and materials, construction and installation details, calculations, and other fabricated components, and operations and maintenance materials. The CONSULTANT will prepare written engineer's review comments for each submittal/re-submittal. It is assumed that a total of 18 submittals/re-submittals will be reviewed by the CONSULTANT.

Deliverables:

- Written comments for each contractor submittals on CONSULTANT's standard comment form

12.3.3 RESPOND TO REQUESTS FOR INFORMATION

This subtask consists of reviewing and responding to contractor requests for information (RFIs) related to the new outfall. The CONSULTANT will prepare written responses to the RFIs. It is assumed that up to 24 RFIs will require responses by the CONSULTANT.

Outside of the formal RFI process, it is assumed that inquiries will arise by telephone or email. Addressing such informal inquiries will facilitate project construction. Under this task, the CONSULTANT will support the City and address informal inquiries by telephone and/or email. Up to 40 hours of time is assumed for addressing questions from the City/Contractor.

Deliverables:

- Written RFI responses for each contractor RFI on the CONSULTANT's standard RFI response form.
- Up to 40 hours of engineering support to address informal questions/inquiries from the City/Contractor.

12.3.4 ASSIST WITH COs, ISSUE CLARIFICATIONS

This subtask consists of preparing change orders, keeping a log to document all change orders, and other related tasks as needed during the construction process. The CONSULTANT will prepare the change order drawings and cost estimate for all changes/additional work and submit a copy to the City for approval. The contractor will receive the change order design drawings (if required) after the City approval. CONSULTANT will review up to four (4) change orders and clarifications.

Under this task, CONSULTANT will perform up to three, half-day site visits, as needed, to observe construction and/or issues related to change orders/clarifications.

12.3.5 RECORD DRAWINGS

This task consists of the preparation of the final record drawings for the new outfall. Based on information provided by the City and contractor, CONSULTANT will modify the project drawings to reflect contractor's redlined drawings. No verification or field investigation is included in this task.

Deliverables:

- One copy – Record Drawings (Electronic Files in AutoCAD 2010 and Adobe Acrobat format with drawings formatted for half size copying)

12.3.6 ASSIST WITH START-UP AND TESTING

This subtask consists of technical assistance during the initial start-up of the new outfall. Following completion of major construction and site work, CONSULTANT will coordinate with the City and provide guidance and trouble-shooting support when the new outfall is started up.

Assumptions:

- The CONSULTANT will provide a resident engineer for two (2) days during testing and startup of the new outfall.

12.3.7 CONSTRUCTION OBSERVATION

Under this task, CONSULTANT will perform site visits, as needed, to observe construction, assist the City with directing the contractor, and/or resolve issues related to change orders/clarifications. Budget is provided for up to one-half day site visit by the structural engineer, and two (2) day site visits by the civil engineer.

Assumptions:

- The CONSULTANT will provide a structural engineer for up to a half-day and a civil engineer for a two (2) day site visits.

12.4 OUTFALL ENVIRONMENTAL IMPACT REPORT

CONSULTANT, utilizing the services of Hanson Environmental, Basin Research and BioMaAs, will prepare an Environmental Impact Report (EIR) for the proposed project. This task consists of eight subtasks and a set of optional tasks, each of which is described in further detail below. Because it is expected that Yuba City will request SRF funding for the project, this scope includes technical studies necessary for CEQA Plus documentation, including preparation of studies needed for compliance with

Section 7 of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act.

This scope is preliminary and is based on the following assumptions regarding the design of the project. Scope will be reevaluated once the conceptual design of the new outfall is developed. For purposes of estimating level of effort for CEQA documentation it is assumed that:

- The project would include up to 7,500 linear feet of 36-inch pipeline, plus a new outfall and diffuser on the west bank of the Feather River.
- Wetland delineation would cover up to three acres.
- Yuba City would serve as the lead agency for the project and the State Water Resources Control Board Division of Financial Assistance would be a responsible agency.
- Access to areas required for surveys is assumed to be obtained by Yuba City staff.

12.4.1 CEQA STRATEGY AND OVERSIGHT QA/QC

In accordance with the California Environmental Quality Act (CEQA) the recommended project will be evaluated to identify any environmental impacts and necessary/appropriate mitigation measures. This Subtask includes confirmation of project alternatives to be considered in the EIR as well as a strategy meeting with Yuba City staff. The work plan for completion of the environmental document will be finalized, and if necessary, the scope and budget will be adjusted.

For the purposes of this scope, preparation of an EIR is assumed. CEQA does not require inclusion of an Initial Study with the Notice of Preparation (NOP), and we propose attaching a brief discussion of environmental issues to be addressed in the EIR in the NOP in lieu of an Initial Study.

As part of the approach discussion with Yuba City, we will reach an agreement on the alternatives that will be included in the EIR. CEQA requires evaluation of a range of reasonable alternatives to the Project, which would feasibly attain most of the basic objectives of the Project but would avoid or substantially lessen any of the significant effects of the Project. This scope assumes that the EIR will evaluate two Alternatives (the proposed outfall relocation and one other option) and the No Project Alternative. We will work with Yuba City to confirm the alternatives analysis approach. If additional alternatives are required, then this scope and cost may be amended.

CONSULTANT will work collaboratively with Yuba City staff to complete the CEQA process. Our approach includes regular progress meetings/conference calls and opportunities for review and comment before documents are circulated to the public. Task includes ongoing coordination of the CEQA process, including technical oversight and QA/QC of environmental document deliverables.

12.4.2 PREPARE NOTICE OF PREPARATION AND SCOPING; SCOPING MEETING

CONSULTANT will prepare a Project Description that will serve as the basis of the NOP. The Project Description will include a description of the proposed Project components, and alternatives that will be evaluated in the EIR. As indicated above in Subtask 12.4.1, the EIR will address the proposed Project, the No Project Alternative, and one other alternative to the outfall relocation (possibly an alternative location). The Draft NOP will be submitted for review. CONSULTANT will incorporate comments and will provide a screencheck version for review before publishing the NOP. It is assumed that a distribution list will be provided by the City for the NOP.

CONSULTANT will help conduct a public scoping meeting, which we assume will occur near the end of the NOP review period. We suggest a single evening scoping meeting to be conducted in Yuba City.

Subtask 12.4.2 Assumptions and Deliverables:

- A draft and final Project Description will be prepared.
- A draft and final Notice of Preparation/Notice of Intent will be prepared.
- A single public scoping meeting will be held. This meeting will be held in the Yuba City area.
- CONSULTANT will provide presentation and other related meeting materials.

12.4.3 FIELD SURVEYS AND RESOURCE AGENCY CONSULTATION

CONSULTANT will define an Area of Potential Effect (APE) for cultural resources and the study area for biological resources for the pipeline and outfall and will conduct cultural resources field surveys and reconnaissance-level biological field surveys of the Project corridor to identify the potential for presence of sensitive resources. It is anticipated that the SWRCB would complete ESA Section 7 Consultation with U.S. Fish and Wildlife Service (USFWS) and NOAA National Marine Fisheries Service (NMFS) and consultation with the State Historic Preservation Office under Section 106 of the National Historic Preservation Act. This scope of work assumes preparation of Biological Assessments to support Section 7 consultation with USFWS and NMFS and completion of Section 106 Consultation.

12.4.3.1 Historic Properties Survey and Section 106 Consultation

CONSULTANT will complete a Historic Properties Survey Report (HPSR) compliance document that will identify and evaluate the archaeological sensitivity of the project alignment based on a literature search; an archival records review by the North East Information Center of the area within a one-mile radius of the proposed alignment and diffuser; a review of various published compendiums including the National Register of Historic Places and California Register of Historical Resources as well as any local registers/lists; a request to the Native American Heritage Commission (NAHC) for a review of the current Sacred Lands Inventory; and, consultation with local Native American groups recommended by the NAHC or the SWRCB. A surface review of alternative alignments will be completed where possible as the project area is constrained by existing levees along the Feather River, subdivisions and agricultural land. Alignments within existing roads or adjacent to existing pipelines will be not be reviewed. A review of historic topographic maps suggests that flood control efforts over the past 100 years have affected the local topography and the Feather River/channel alignments.

The HPSR will be prepared in a format acceptable to the SWRCB based on previous submissions to the agency. The report will provide: (1) a description of the project's Area of Potential Effects (APE) including a detailed review of ground disturbing project impacts; (2) a presentation of summary background context information; (3) the results of the archival and field research; (4) a discussion of the archaeological sensitivity of the proposed pipeline based on currently available information for the area; (5) the results of Native American consultation and other interested party consultation (if appropriate); (6) draft determination of effect; and, (7) summary with management/mitigation recommendations. Appropriate appendices including the results of Native American consultation and graphics will be attached.

Subtask 12.4.3.1 Assumptions and Deliverables:

- Draft Historic Properties Survey Report, a Final Review Draft and a Final Report will be prepared
- No more than three final copies are anticipated.
- Access to all lands within the APE is assumed to be available

12.4.3.2 Biological Surveys and Section 7 Consultation

Fishery Resources. CONSULTANT will compile information regarding sensitive fish species from fishery research and monitoring reports for the Feather River prepared by Department of Water Resources (DWR), California Department of Fish and Wildlife (CDFW), and others for use in the analysis. Based on the proposed project description we will assess the potential take and adverse modification of critical habitat under both the Federal Endangered Species Act (ESA) and California Endangered Species Act (CESA) for the listed fish species known to occur in the area, which include Central Valley steelhead (ESA listed as threatened) and spring-run Chinook salmon (ESA and CESA listed as threatened) and their critical habitat, green sturgeon (ESA listed as threatened), and Essential Fish Habitat (EFH) for Pacific Salmon, which includes fall-run Chinook salmon. Results of the assessment will be documented in a biological assessment including EFH for NMFS and an Incidental Take Permit (ITP) application for CDFW that will also serve as the foundation for evaluating fishery impacts as part of CEQA compliance.

Preparation of the analysis will involve informal discussions with NMFS and CDFW staffs as well as synthesis of available scientific information on the Feather River fishery community. Potential mechanisms for the proposed project to affect each species and their habitat will be identified in addition to best management practices (BMPs) designed to minimize and avoid adverse impacts. The potential to impact these species will be assessed based on factors such as the seasonal timing of construction, construction methods, BMPs, long-term maintenance of the outfall, and water quality characteristics of the discharge. In the event that potential take of spring-run Chinook salmon or adverse modification to their habitat is identified mitigation measures intended to meet the no-net-loss criteria under CESA will be developed. We will also prepare the fisheries analysis for inclusion into the CEQA document as part of the project. A draft of the documents will be provided to representatives of Yuba City and the SWRCB for review and comment. After completing the initial draft review and revisions a revised draft of the biological assessment and ITP application will be provided to NMFS and CDFW for their review and comment prior to formal submittal.

Terrestrial Biological Resources. Prior to field work, CONSULTANT will conduct a desktop analysis including a database search of the California Natural Diversity Data Base (CNDDB), California Native Plants Society's online Inventory of Rare, Threatened and Endangered Plants, and the United States Fish and Wildlife Service species lists in order to determine the potential occurrence of special-status plants, animals, and vegetation communities. United States Geological Survey (USGS) topographic maps, soil surveys, hydric soil list, and the National Wetland Inventory maps shall also be reviewed as aquatic resources, including riparian areas, wetlands, and many other aquatic vegetation communities are considered sensitive biological resources and normally fall under the jurisdiction of several regulatory agencies. Two biologists will conduct a reconnaissance survey of the study area: one wildlife biologist and one plant biologist/wetlands expert. A wetland field investigation will be conducted in concurrently with the biological reconnaissance survey. The two biologists will prepare a draft Biological Resources Assessment with a list of potential sensitive biological resources that may occur within or adjacent to the study area. Potential environmental constraints will be identified and recommendations to avoid or minimize potential impacts to environmental resources will be included in the draft. CONSULTANT will respond to one round of client comments before preparing a final draft.

Subtask 12.4.3.2 Assumptions and Deliverables:

- Yuba City will arrange access to lands within the study area. For reconnaissance level surveys, lands adjacent to portion of the alignment in public rights-of-way will be surveyed from fence lines. If access is not available to private parcels not adjacent to public rights-of-way, aerial photos will be used to assess the potential for sensitive habitats and special status species to occur. It is assumed that most of the study area is accessible at least by foot, including portion

of the banks of the river where Ordinary High Water data can be recorded and riparian wetlands can be mapped.

- Protocol-level focused surveys for special status species are not included in the scope.
- Draft Biological Resources Assessment Report will be prepared
- Final Biological Resources Assessment Report will be prepared

12.4.3.3 Wetlands Delineation

A formal wetland delineation will be conducted in the proposed project area to determine the extent of Waters of the United States that are regulated by the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act. The site investigation will be conducted according to the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987) and the revised procedures in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (U.S. Army Corps of Engineers 2008). Sample points and potential jurisdictional features will be recorded in the field with a Global Positioning System (GPS) and mapped on an aerial photograph. The Ordinary High Water Mark along the Feather River will be recorded in the field with a GPS and mapped on site topographic maps. The limits of the California Department of Fish and Wildlife's jurisdiction will also be delineated.

An initial wetland field investigation will be conducted by two biologists concurrently with a biological reconnaissance survey. The delineation scope of work includes two additional 12 hour field investigations by two biologists to complete the delineation field investigations.

A report of the results will be prepared in accordance with the Corps' standards for preliminary jurisdictional determinations. It will include a site location map, a map of potential jurisdictional features with a scale of at least 1 inch equals 200 feet, and Corps wetland determination data forms.

Subtask 12.4.3.3 Assumptions and Deliverables:

- Up to 3 acres of wetland area will be delineated
- Draft Wetland Delineation and Preliminary Jurisdictional Determination Report and Map will be prepared

12.4.4 PREPARE ADMINISTRATIVE DRAFT EIR

At the end of the NOP review period, CONSULTANT will review comments received and determine if additional review and analysis is required to address agency or public comments. A conference call will be held to summarize our evaluation of comments, and, if necessary, discuss the approach to address public and agency concerns. Typically, comments received during the scoping period are addressed in the environmental document. If requirements for additional analyses are identified during scoping, a revised Work Plan will be prepared, and scope and budget will be adjusted as necessary.

In preparing the administrative draft EIR, for each issue area, CONSULTANT will describe the existing environmental setting, state impact significance criteria, describe the impacts of the proposed Project, assess their significance, and develop feasible mitigation measures as applicable to eliminate or reduce identified impacts. Any cumulative and unavoidable impacts will be identified. CONSULTANT will use the thresholds found in Appendix G of the CEQA Guidelines and consider any other local environmental administrative procedures when preparing the impacts analysis.

The Administrative Draft EIR will include results of the field surveys conducted in Subtask 12.4.3. Approach for each issue area is described below

- Aesthetics – CONSULTANT will document that the proposed pipeline and outfall would not change the aesthetics of the project area.

- Agriculture – CONSULTANT will describe any short-term impacts to agriculture during construction of the pipeline.
- Air Quality – CONSULTANT will develop information necessary to address air quality conformity. Air quality impacts are assumed to be associated with short-term construction emissions, and CONSULTANT will calculate emissions using CalEEMod, based on expected equipment use.
- Biological Resources – CONSULTANT will present the results of the biological and wetlands field surveys conducted in Subtask 5.3. Existing setting will be described, impacts evaluated, and mitigation measures proposed to avoid or minimize impacts on species and habitats of concern will be proposed.
- Cultural Resources – CONSULTANT will present the results of the cultural resources field surveys conducted in Subtask 5.3. Any historic resources present in the Project area will be identified and measures for minimizing impacts will be presented.
- Geology and Soils – CONSULTANT will discuss geology and soils constraints and present standard design measures that would be incorporated in Project design to address geotechnical constraints.
- Greenhouse Gas (GHG) Emissions – CONSULTANT will use Information from the air quality analysis to evaluate construction-period GHG impacts.
- Hazards and Hazardous Materials – CONSULTANT will determine if the Project facilities are near any hazardous materials sites listed pursuant to Government Code Section 65962.5. Standard measures to address use of hazardous materials during construction will be described.
- Hydrology and Water Quality – CONSULTANT will report the results of hydrology and water quality analyses performed as part of preliminary engineering.
- Land Use and Planning – CONSULTANT will describe existing land use and zoning designations at Project facility sites. Proposed outfall is expected to be compatible with existing land uses in the vicinity.
- Noise – CONSULTANT will describe typical noise levels associated with construction of facilities and operation of the outfall. Because of the lack of sensitive receptors in the vicinity of the outfall, noise impacts are not expected to be significant.
- Population and Housing – the Project would not displace people or housing, and CONSULTANT will document that water supply generated by the Project would not accommodate population growth.
- Public Services and Utilities – CONSULTANT will verify that the Project would not require expansion of public service facilities or utilities.
- Recreation – CONSULTANT will document that the Project would not increase use of existing recreational facilities
- Transportation – CONSULTANT will describe short-term traffic impacts associated with construction and explain how preparation of a traffic management plan would minimize the effects of construction.
- Cumulative Impacts – based on information provided by Yuba City, CONSULTANT will determine whether there is a potential for cumulative impacts.

Subtask 12.4.4 Assumptions and Deliverables:

- One conference call will be conducted to address comments received on the NOP.
- An electronic Administrative Draft EIR will be prepared.
- Yuba City staff will identify any other reasonably foreseeable project that should be evaluated as part of the cumulative impacts analysis.

12.4.5 PREPARE SCREENCHECK DRAFT EIR

Upon receipt of comments on the Administrative Draft EIR, CONSULTANT will conduct a conference call to review comments and discuss the approach for revising the document. A Screencheck Draft EIR will be prepared, incorporating necessary revisions and refinements based upon the comments received on the Administrative Draft EIR. CONSULTANT will ensure that all comments are addressed thoroughly. The Screencheck Draft EIR will be submitted for review and comment.

Subtask 12.4.5 Assumptions and Deliverables:

- One conference call will be conducted to address Administrative Draft EIR comments received.
- An electronic Screencheck Draft EIR will be prepared

12.4.6 PREPARE PUBLIC DRAFT EIR

Upon receipt of comments on the Screencheck Draft EIR, CONSULTANT will make final revisions to the document. A Public Draft EIR will be prepared, incorporating necessary revisions and refinements based upon the comments received on the Administrative Draft EIR. The Public Draft EIR will be submitted for review and comment.

Subtask 12.4.6 Assumptions and Deliverables:

- Comments on the Screencheck are expected to be minor, and are not anticipated to require additional analysis.
- An electronic Public Draft EIR will be prepared, ready for posting on lead and responsible agency websites.

12.4.7 COORDINATION OF PUBLIC REVIEW OF DRAFT EIR

As part of Subtask 12.4.7, CONSULTANT will prepare a final Notice of Completion (NOC) for filing at the State Clearinghouse along with 15 copies of the Public Draft EIR on CD format. It is assumed that a distribution list for the EIR will be provided. Rather than distributing hard copies of the EIR to the entire distribution list, for the purposes of this scope, we recommend sending only the notice (Notice of Availability) to the public with information about how to obtain a copy of the Draft EIR. Four hard copies of the Public Draft EIR will be produced for viewing at public venues such as local libraries and city offices.

In addition, CONSULTANT will prepare the Notice of Availability for publication in a local newspaper of record to comply with CEQA and NEPA requirements. It is assumed that Yuba City will be responsible for newspaper publication.

CONSULTANT will help coordinate a public meeting to answer questions about the Draft EIR. One team staff will participate at the meeting to answer questions and record comments on the EIR. We assume that the lead and/or responsible agencies will coordinate the event and give the presentation at the meeting. The review period for the public Draft EIR is assumed to be 45 days to meet CEQA and NEPA requirements for public review.

Subtask 12.4.7 Assumptions and Deliverables:

- One team member will attend the public review meeting
- Notices of Completion and Availability will be prepared
- Lead agency will be responsible for publishing Notice of Availability in a local newspaper.

- Fifteen (15) electronic copies (on CD) and six (6) hard copies of the public draft EIR will be prepared.
- Public meeting materials, consisting of a powerpoint presentation, will be prepared by CONSULTANT.
- Scope does not include retaining a court reporter to prepare a verbatim transcript of the meeting.
- The lead and/or responsible parties will be responsible for distributing the Notice of Availability to the public, and that hard copies of the Public Draft EIR will not be distributed.

12.4.8 PREPARE FINAL EIR AND ASSOCIATED DOCUMENTS

CONSULTANT will review comments received during public review of the EIR and will develop responses. Editorial changes to the EIR will be made as appropriate within the allotted budget for preparation of responses. CONSULTANT will meet at the close of the comment period to identify and develop approaches for key issues raised, develop a comment database to facilitate tracking and ensure an efficient response effort, and use master responses to tackle those topics of greatest interest to local agencies and the surrounding community. If the quantity or complexity of comments requires a level of effort in excess of that assumed in this scope and budget, a scope/budget amendment may be needed.

An Administrative Final EIR will be prepared that includes: 1) All letters received on the Draft EIR and summaries of all substantive comments made on the Draft EIR at public meeting; 2) responses to each comment; and 3) text revisions to the Draft EIR shown in errata format. The Administrative Final EIR will also contain the Mitigation Monitoring and Reporting Program (MMRP), which will consolidate all required and recommended mitigation measures into an appendix to the Final EIR. Key components of the mitigation monitoring program will include tangible (i.e., quantifiable) performance objectives for all identified mitigations, identification of appropriately timed monitoring, identification of agency or staff responsible for monitoring, and mitigation or measures to be implemented should the performance objectives not be met. The First Administrative Final EIR will be submitted for review.

Upon receipt of comments, CONSULTANT will hold a conference call, as needed, to review comments and discuss the approach for revising the document. A Screencheck Final EIR will be prepared, incorporating necessary revisions and refinements based upon comments received on the Administrative Draft EIR. CONSULTANT will ensure that all comments are addressed thoroughly. Following completion of the Final EIR, the Final EIR and MMRP will be submitted to the lead/responsible agencies for publication. Findings and, if necessary, a Statement of Overriding Considerations (SOC) will also be prepared. CONSULTANT will attend the certification hearing and will be prepared to answer questions during the meeting.

Subtask 12.4.8 Assumptions and Deliverables:

- An electronic Administrative Final EIR and Draft MMRP will be prepared.
- An electronic Screencheck Final EIR will be prepared.
- An electronic Final EIR and Final MMRP will be prepared; four (4) hard copies and Fifteen (15) electronic copies (on CD) will be produced.
- Any changes to the Draft EIR will be made in errata format; the revised Draft EIR would not be republished in its entirety.
- Findings and SOC will be prepared, if needed.
- CONSULTANT will attend a Certification Hearing, if required.

Task 13 Evaluation of Alternative Discharge Options

The primary objective of the evaluation of alternative discharge options is to evaluate alternative discharge options to maximize the benefit from the WWTP effluent, avoid relocating the existing outfall diffuser, and minimize or eliminate impacts resulting from discharge to the Feather River.

13.1 DEVELOP LONG-TERM DISPOSAL AND REUSE GOALS/REQUIREMENTS

CONSULTANT will hold a workshop with the City to establish long-term disposal and reuse, goals and requirements. As part of the workshop, the PROJECT TEAM will discuss and consider potential impacts to treatment plant resulting from anticipated future NPDES permit requirements associated with continued discharge to the Feather River. The potential water supply benefits from a recycled water project will also be discussed during the workshop.

This subtask will quantify the long-term goals for reducing discharge to the Feather River (e.g. zero discharge, wet weather discharge only, etc.) and will be used to help develop reuse and alternative discharge options.

13.2 DEVELOP REUSE AND ALTERNATE DISCHARGE OPTIONS

The focus of this subtask will be on developing a water supply and/or recycled water project that would use a significant portion of the wastewater treatment plant effluent. The City's previous recycled water study will be used as a basis for evaluating and identify reuse opportunities. The CONSULTANT will also initiate discussions with the US Bureau of Reclamation (USBR) with regard to supplying recycled water to Sutter National Wildlife Refuge (SNWR), which is located approximately 8 miles west of the City's wastewater treatment plant. The purpose of the discussion will be to confirm the USBR interest in a joint water supply/reuse project with the City. In addition, the CONSULTANT will work with USBR and City to establish water supply/reuse requirements, specifically:

- Demand: quantity and timing
- Existing water quality in the SNWR
- Potential water quality requirements for recycled water supplied by the City:
 - Nutrient limits (ammonia, total nitrogen, phosphorus)
 - Turbidity and/or total suspended solids requirements
 - Limits, if any for heavy metals or constituents of emerging concern

13.3 ALTERNATIVE ANALYSIS/BASIS OF DESIGN TM

The primary objective of the basis of design TM is to present information and to receive feedback sufficient to "freeze" the major alternative discharge concepts and configurations. The Basis of Design TM will:

- Document the alternative discharge and reuse goals and requirements
- Define the selected project including preliminary layouts and design criteria
- Outline required environmental documentation and permitting requirements
- Outline next steps
- Establish implementation schedule

CONSULTANT will prepare a basis of design TM that documents key decisions and assumptions that will be used for the selected discharge and reuse project. The recommended project elements will be developed to allow the City to approve moving the project to the implementation/design phase.

A draft TM shall be submitted followed by a Final TM based on comments received from the City.

Deliverables:

- 5 copies of the Draft Basis of Design TM
- 5 copies of the Final Basis of Design TM

Task 14 Project Management

CONSULTANT will be responsible for managing the overall project to completion of the final design. The purpose of this task is to establish and maintain effective project management and communication for the project for a period of up to 42 months.

14.1 PROJECT ADMINISTRATION FOR PREDESIGN (TASKS: 1.1, 1.2, 2, 4.1, 4.2, 4.1, 6, 7.1, 7.2, 8.1, 9.1, 10.1, 11, 12.1, 12.4 AND 13)

CONSULTANT will provide project management as required to lead and coordinate project team, communicate information, perform the work, produce deliverables, and to report and control project costs and schedule performance. Schedule, status reports, and budget updates will be provided monthly. Monthly project status reports will be used to communicate progress on the project, upcoming work activities, and to identify and resolve project issues. The predesign phase project administration task is estimated to last for a duration of 12 months.

Project Plan

A Project Work Plan will be prepared and distributed to all project personnel. The Work Plan will include the following:

- Project Purpose and Objectives
- This Scope of Work
- Organization Chart. The roles and responsibilities of the PROJECT TEAM will be presented.
- Project Directory. The contact information (address, phone, email) will be identified for each entity and individual listed on the Organization Chart
- Project Schedule. The schedule will be updated monthly and submitted to the City as part of the Monthly Report package
- Quality Assurance and Quality Control Plan describing the overall QA/QC measures for the project; identifying the procedures purpose, if applicable, and the assignment of responsibilities for quality assurance and control for work products
- Table showing projected project expenses by month and by subtask

Monthly Progress Reports

CONSULTANT will furnish monthly progress reports to the City to keep the City informed regarding the project work progress, issues, and financial status. These reports will include:

- Progress Report - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, project decision log, and work scheduled for the next reporting period.
- Cost Report - A report that shows the current period and accumulated expenditures to date by subtask, the approved not to exceed fee, the estimated cost of completion, and a comparison of the latter two to show variation. The planned expenses will be provided for comparison.
- Schedule Summary - The summary will include a description of known or possible impacts on the schedule, a presentation of deliverable submittal dates and a one-month table of upcoming events (e.g., meetings and deliverables). The schedule summary will be updated monthly.
- Invoices - Invoices by task, down to the subtask level (e.g. Subtask 2.1), but not down to sub-subtask level (e.g. sub-subtask 2.1.1, etc.) and by individual

CONSULTANT will prepare and manage subconsultant contracts. CONSULTANT will manage subconsultant activities and conduct monthly teleconference meetings among subconsultants to maintain communication and coordination throughout the duration of the project.

Assumptions:

- CONSULTANT will manage the subconsultants that comprise the CONSULTANT team
- CONSULTANT will prepare 12 progress reports.

Deliverables:

- Project Work Plan (electronic pdf copy)
- Monthly progress report (electronic pdf copy)

14.2 PROJECT ADMINISTRATION FOR DESIGN (TASKS: 1.3, 1.4, 3, 4.3, 4.4, 5.2, 5.3, 7.3, 7.4, 8.2, 8.3, 9.2, 9.3 10.2, 10.3, 12.2, AND 12.3)

CONSULTANT will provide the same services outlined in Subtask 14.1. The predesign phase project administration task is estimated to last for a duration of 24 months, after Subtask 14.1 is complete.

Assumptions:

- CONSULTANT will manage the subconsultants that comprise the CONSULTANT team
- CONSULTANT will prepare 24 progress reports.

Deliverables:

- Project Work Plan (electronic pdf copy)
- Monthly progress report (electronic pdf copy)

14.3 PROJECT COMMUNICATIONS FOR PREDESIGN (TASKS: 1.1, 1.2, 2, 4.1, 4.2, 4.1, 6, 7.1, 7.2, 8.1, 9.1, 10.1, 11, 12.1, 12.4 AND 13)

CONSULTANT will prepare for and conduct project meetings with the City. The meetings will be held at the City's offices. CONSULTANT will present a summary of current work activities, and discuss outstanding or upcoming project issues with the City. Other participants may be invited by the City or CONSULTANT (with the City's pre-approval) to attend these meetings when appropriate. CONSULTANT will also prepare for and give up to one (1) presentation to external parties (City Council, etc.).

Informal communication with City will take place on as needed basis.

Assumptions:

- Up to two meetings are assumed for the budget estimate
- Selected representatives from all PROJECT TEAM members will attend the meetings

Deliverables:

- Agenda, Preparation Materials, and Minutes for Project Meetings

14.4 PROJECT COMMUNICATIONS FOR DESIGN (TASKS: 1.3, 1.4, 3, 4.3, 4.4, 5.2, 5.3, 7.3, 7.4, 8.2, 8.3, 9.2, 9.3 10.2, 10.3, 12.2, AND 12.3)

CONSULTANT will prepare for and conduct project meetings with the City. The meetings will be held at the City's offices. CONSULTANT will present a summary of current work activities, and discuss outstanding or upcoming project issues with the City. Other participants may be invited by the City or CONSULTANT (with the City's pre-approval) to attend these meetings when appropriate. Informal communication with City will take place on as needed basis.

Assumptions:

- Up to four meetings are assumed for the budget estimate
- Selected representatives from all PROJECT TEAM members will attend the meetings

Deliverables:

- Agenda, Preparation Materials, and Minutes for Project Meetings

14.5 FUNDING SUPPORT

As part of the design task CONSULTANT will support the City in applying for Clean Water State Revolving Fund (CWSRF) loans. It is assumed that the City will take the lead in preparing the application(s) and the CONSULTANT will provide relevant technical information for each design project as appropriate.

Related to the work performed as part of Task 13, CONSULTANT will review and identify potentially sources of funding available for a potential recycled water/water supply project. Findings from the review of funding opportunities will be document in the TM developed as part of Task 13.

Due to the uncertainty related to the extent of support required for the CWSRF application process, the level of effort for this task was assumed to be 175 hours.

Assumptions:

- City will take the lead in preparing the CWSRF application
- CONSULTANT's level of effort is assumed to be 175 hours

Additional Services

If authorized, in writing, CONSULTANT may provide additional services under Task 1 through 14. Level of effort and fee for additional services will be negotiated at the time that the services are requested.

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2015
To: Honorable Mayor & Members of the City Council
From: Finance
Presentation By: Robin Bertagna, CPA, Finance Director

Summary

Subject: Adoption of the City of Yuba City's Fiscal Year 2015-2016 Operating and Capital Budgets and Fiscal Year 2015-2016 Appropriations Limit

Recommendation:

1. Adopt a resolution approving the proposed Fiscal Year 2015-2016 Operating Budget. The proposed All Funds Budget Summary for Fiscal Year 2015-2016 is attached.
2. Adopt a resolution approving the Fiscal Year 2015-2016 Capital Improvement Program. Project Summaries by Funding Source are attached to the resolution.
3. Adopt a resolution approving the City's Appropriations Limit for Fiscal Year 2015-16.

Fiscal Impact: Adoption of these documents sets forth the City's financial plan for the next twelve months.

Purpose:

To formally adopt policy document authorizing implementation of fiscal priorities during FY 2015-16.

Background:

The City Council held a budget workshop on May 26th to review the proposed operating budget and capital improvement program. At that time, the Finance Director provided an overview of the upcoming year and presented assumptions, charts, and changes from prior years that were included in the proposed budget. The City Council and public asked questions and made comments with regard to the proposed operating budget. In addition, City Council was provided an overview of the proposed projects provided for in the City's Capital Improvement Project budget. City Council did not request any changes to the proposed budget at the budget workshop.

Analysis:

In accordance with the provisions of the City's Fiscal Policy, direction is to ensure that as of June 30, 2015, the General Fund has a fund balance of no less than 15% of FY 2015-16 General Fund expenditures (Section 2). The 15% fund balance shall include both the balance available in the City's Economic Stabilization Reserve Fund and the Unassigned General Fund Balance.

In accordance with the provisions of the City's Budget Policy, direction is to ensure that as of June 30, 2015, the Water Fund and the Wastewater Fund have a 90 day working capital balance. Working capital beyond the 90 day requirement will be transferred to the respective Capital Improvement Program Fund to fund future rehabilitation and replacement projects for the Utility (Section 3).

The budget resolution reconfirms that the City Council members will continue to defer all but \$500 per month in compensation until such time as employee compensation reductions are restored (Section 4).

Fiscal Impact:

Adoption of an operating budget and a capital improvement program budget that prioritizes the needs of the community.

Alternatives:

Make changes to the budget as proposed.

Recommendation:

The required resolutions have been prepared and are attached for Council consideration.

Attachments:

- 1) *Resolution approving the proposed Fiscal Year 2015-2016 Operating Budget*
- 2) *Resolution approving the proposed Fiscal Year 2015-2016 Capital Improvement Program Budget*
- 3) *Resolution approving the City's Appropriations Limit for Fiscal Year 2015-16.*

Prepared By:

/s/ Robin Bertagna

Robin Bertagna, CPA
Finance Director

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

City Attorney

/s/ TH (via e-mail)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF YUBA CITY ADOPTING THE CITY'S OPERATING
BUDGET FOR FISCAL YEAR 2015-2016**

WHEREAS, a proposed operating budget for the City of Yuba City for the fiscal year commencing July 1, 2015 and ending June 30, 2016 was submitted to the City Council by the City Manager on May 22, 2015 in accordance with Section 2-2.02 of the Municipal Code; and,

WHEREAS, a special City Council workshop on the proposed FY 2015-2016 Operating Budget ("proposed annual budget") was held on May 26, 2015; and,

WHEREAS, the Council desires to make certain year-end transfers in the current fiscal year to establish reserves and anticipate certain expenditures that are incorporated in the proposed annual budget; and,

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. The proposed annual budget is adopted as the annual budget for the City of Yuba City for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

Section 2. The Finance Director is directed to ensure that as of June 30, 2015, the general fund has a reserve fund balance no less than 15% of FY 15-16 General Fund expenditures in accordance with the provisions of the City's Fiscal Policy.

Section 3. The Finance Director is directed to ensure that as of June 30, 2015, the Water and Wastewater operating funds have a 90 day reserve fund balance in accordance with the provisions of the City's Budget Policy.

Section 4. Pursuant to California Code Section 36516, Municipal Code Section 2-1.07 was amended in January 2008 to increase the City Council compensation from \$500 per month to \$600 per month. Due to fiscal constraints, implementation of the increase was not implemented and council members will continue to defer all but \$500 per month in compensation until such time as employee compensation reductions are restored.

Section 5. The Finance Director is authorized to make other such revisions, individual appropriation line-item changes, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution, and in full accordance to the direction provided by the City Council up until the adoption of the resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 2nd day of June, 2015 by the following vote:

Ayes:

Noes:

Absent:

John Dukes, Mayor

Attest:

Terrel Locke, City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF YUBA CITY ADOPTING THE CITY'S CAPITAL
IMPROVEMENT PROGRAM BUDGET FOR FISCAL
YEAR 2015-2016**

WHEREAS, a proposed capital improvement program budget for the City of Yuba City for the fiscal year commencing July 1, 2015 and ending June 30, 2016 was submitted to the City Council by the City Manager on May 22, 2015 in accordance with Section 2-2.02 of the Municipal Code; and,

WHEREAS, a special City Council workshop on the proposed FY 2015-2016 Capital Improvement Program Budget ("proposed CIP budget") was held on May 26, 2015; and,

WHEREAS, City Council reviewed and discussed projects proposed in the FY 2015-2016 Capital Improvement Program Budget during the budget workshop on May 26, 2015; and,

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. The proposed annual CIP budget is adopted for the City of Yuba City for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

Section 2. The Draft Capital Improvement Budget was provided to the Planning Commission for review and comment on May 22, 2015. The Planning Commission approved the findings of consistency with the General Plan at their regularly scheduled May 27, 2015 meeting.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 2nd day of June, 2015 by the following vote:

Ayes:

Noes:

Absent:

John Dukes, Mayor

Attest:

Terrel Locke, City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUBA CITY DETERMINING AND ESTABLISHING THE CITY'S
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016**

WHEREAS, on November 6, 1979, the voters of the State of California approved an initiative measure which added Article XIII B to the California Constitution; and,

WHEREAS, said constitutional provision imposes a limitation upon certain annual appropriations of state and local public entities; and,

WHEREAS, pursuant to said new constitutional provision, the State Legislature amended the Government Code by adding thereto Division 9 to Title I of said Code (§7900 et seq.); and,

WHEREAS, California Government Code Section 7910 requires the governing body of each local jurisdiction to establish its appropriations limit by resolution; and,

WHEREAS, pursuant to said code section, the documentation provided by the Finance Director upon which the determination and establishment of this resolution is based has been and is on file with and available for public inspection in the office of the City Clerk for fifteen (15) days prior to the date of adoption of this resolution.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. Pursuant to Government Code §7910 the appropriations limit for Fiscal Year 2015-2016 is determined to be and shall be the sum of \$157,984,318.

Section 2. The limitation established by the above paragraph includes only "appropriations subject to limitation," as said phrase is defined by Section 9 of Article XIII B of the California Constitution is the sum of \$28,281,716.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 2nd day of June, 2015 by the following vote:

Ayes:

Noes:

Absent:

Attest:

John Dukes, Mayor

Terrel Locke, City Clerk

All Funds Budget Summary

FY 2015-2016

Fund Description	Estimated Beg. Balance 6/30/2015	Projected Revenues	Total Appropriations	Projected Ending Balance 6/30/2016
General Fund	\$ 4,530,069	\$ 37,246,000	\$ 37,422,219	\$ 4,353,850
Special Revenue Funds				
CDBG Program	60,300	578,286	566,286	72,300
CDBG Housing RLF	24,500	3,500	3,500	24,500
HOME Program Income	90,500	112,540	111,800	91,240
Streets & Roads	1,084,800	1,602,350	2,072,900	614,250
Transportation Development Act	1,259,500	1,553,600	1,234,000	1,579,100
Traffic Safety	281,700	217,800	150,000	349,500
Suspended Traffic Offender	144,300	116,400	75,000	185,700
Development Impact Fees	14,516,500	1,509,700	1,807,200	14,219,000
Fire Mitigation Impact Fees	1,250	13	-	1,263
Landscape Assessments	874,400	673,148	677,658	869,890
Residential Street Lighting	117,200	121,672	132,988	105,884
DOE Energy Conservation	92,700	20,900	20,000	93,600
Recology Rate Stabilization	495,200	350,000	-	845,200
Total Special Revenue Funds	19,042,850	6,859,909	6,851,332	19,051,427
Enterprise Funds				
Surface Water Operating	6,778,500	10,414,131	9,518,587	7,674,044
Water Capital	213,000	2,100,100	1,519,119	793,981
Water - SRF Loans	567,800	650,000	495,363	722,437
Wastewater Operating	3,657,800	12,516,303	11,090,296	5,083,807
Wastewater Capital	1,132,100	477,000	968,949	640,151
Total Enterprise Funds	12,349,200	26,157,534	23,592,314	14,914,420
Internal Service Funds				
Employee Benefits	534,300	3,351,700	3,352,600	533,400
Dental/Vision	300,600	578,500	500,000	379,100
Disability Program	51,600	35,900	30,000	57,500
General Liability	413,600	694,600	744,616	363,584
Workers Comp Insurance	1,399,600	1,056,800	1,305,000	1,151,400
Vehicle Maintenance	264,200	769,050	802,177	231,073
Vehicle Replacement	7,366,100	989,963	195,000	8,161,063
Technology Replacement	2,591,800	537,800	609,145	2,520,455
Total Internal Service	12,921,800	8,014,313	7,538,538	13,397,575
Total	\$ 48,843,919	\$ 78,277,756	\$ 75,404,403	\$ 51,717,272

City of Yuba City
List of Capital Improvement Program Projects
General Fund with Current Funding
FY 2015-2016

Fund 301 - General	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
901001 Fire Station Improvements	FD	*	\$ 300,000	\$ 200,000	\$ 500,000
901023 City Hall Improvements	PW		4,000	50,000	54,000
901028 Improvements to Buildings and Grounds	PW		4,000	200,000	204,000
901072 Property Abatement	DS		79,000	50,000	129,000
901079 Public Safety Comms/Dispatch System Imp	IT		55,000	-	55,000
901080 General Plan Implementation	DS		194,000	300,000	494,000
901127 Capital Replacement Program--Gauche Aq. Pk.	CS		43,000	35,000	78,000
901164 Chamber of Commerce Funding	ED		35,000	-	35,000
901188 Stormwater Management Program	PW	*	6,000	66,000	72,000
901189 Police Department Improvements	PW		125,000	-	125,000
901207 Future Park Development	CS	*	-	349,000	349,000
901208 City Hall Parking Improvements	PW	*	-	25,000	25,000
901209 Union Pacific Railroad Property Acquisition	PW		-	140,000	140,000
Total			\$ 845,000	\$ 1,415,000	\$ 2,260,000

Notes:

* Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Transportation Development Act Programs with Current Funding
FY 2015-2016

Fund 305 - Transportation Development Act	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
911024 Striping and Marking	PW	*	\$ -	\$ 100,000	\$ 100,000
911027 Traffic Signals	PW	*	-	150,000	150,000
911051 Road Rehabilitation	PW	*	-	300,000	300,000
911152 Bogue Road Rehabilitation	PW	*	-	56,000	56,000
911153 Garden Highway Improvements - Winship to Lincoln	PW	*	-	200,000	200,000
911154 Garden Highway Rehabilitation	PW	*	322,000	-	322,000
911168 Butte Hse Rd Cl. II Bike Ln-Madison to Royo Ranchero	PW	*	-	7,000	7,000
911169 Bicycle Master Plan Implementation	PW		-	25,000	25,000
911188 Stormwater Management Program	PW	*	-	66,000	66,000
911190 Pavement Management System	PW		-	25,000	25,000
911199 Franklin Road Pedestrian Improvements	PW	*	-	20,000	20,000
911202 ADA Public Facilities Sidewalk Improvements	PW	*	-	90,000	90,000
911210 Blevin Road Improvements	PW		-	150,000	150,000
911211 El Margarita Road Improvements	PW	*	-	45,000	45,000
Total			\$ 322,000	\$ 1,234,000	\$ 1,556,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Streets & Roads Fund with Current Funding
FY 2015-2016

Fund 303 - Streets & Roads Fund	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
921024 Striping and Marking	PW	*	\$ 4,000	\$ -	\$ 4,000
921025 Drainage Improvements	PW	*	50,000	-	50,000
921027 Traffic Signals	PW	*	173,000	-	173,000
921051 Road Rehabilitation	PW	*	885,000	-	885,000
921084 Fifth Street Bridge Replacement--Technical Studies	PW	*	-	489,000	489,000
921139 Second Street Underground Utility District	PW		293,000	-	293,000
921152 Bogue Road Rehabilitation	PW	*	201,000	-	201,000
921153 Garden Highway Improvements--Winship to Lincoln	PW	*	150,000	-	150,000
921167 SR-20 Median Improvement Project	PW	*	187,000	-	187,000
921168 Butte Hse Rd Cl. II Bike Ln-Madison to Royo Ranchero	PW	*	10,000	-	10,000
921169 Bicycle Master Plan Implementation	PW		25,000	-	25,000
921170 Bike Lane Striping Upgrades-Right Turn Conflicts	PW	*	37,000	-	37,000
921188 Stormwater Management Program	PW	*	5,000	-	5,000
921199 Franklin Road Pedestrian Improvements	PW	*	10,000	-	10,000
921202 ADA Public Facilities Sidewalk Improvements	PW	*	4,000	-	4,000
901216 Garden Highway Gateway Maintenance	CS		-	73,000	73,000
Total			\$ 2,034,000	\$ 562,000	\$ 2,596,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Development Impact Fee Fund with Current Funding
FY 2015-2016

Fund 304 - Development Impact Fees	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
931027 Traffic Signals	PW	*	\$ 400,000	\$ -	\$ 400,000
931084 Fifth Street Bridge Replacement	PW	*	25,000	-	25,000
931128 Walton Ave Improvements/Bogue Rd to Franklin Rd	PW		985,000	-	985,000
931153 Garden Highway Improvements--Winship to Lincoln	PW	*	251,000	-	251,000
931166 Feather River Parkway Project Phase II	CS	*	106,000	-	106,000
931172 Expansion of Park Amenities	CS		20,000	-	20,000
931187 Bridge Street Widening	PW		423,000	305,000	728,000
931193 Oji Way Extension ROW	PW		218,000	-	218,000
931200 Lincoln Road Extension	PW		300,000	-	300,000
931201 State Route 99 Widening	PW		255,000	-	255,000
931207 Future Park Development	CS	*	-	248,000	248,000
931208 City Hall Parking Improvements	PW	*	-	75,000	75,000
931211 El Margarita Road Improvements	PW	*	-	175,000	175,000
931214 City-Wide Traffic Model Update	PW		-	200,000	200,000
Total			\$ 2,983,000	\$ 1,003,000	\$ 3,986,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Community Development Block Grant Programs with Current Funding
FY 2015-2016

Fund 205 - CDBG	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
961202 ADA Public Facilities Sidewalk Improvements	PW	*	\$ 176,000	\$ 210,000	\$ 386,000
Total			\$ 176,000	\$ 210,000	\$ 386,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Water Fund with Current Funding
FY 2015-2016

Fund 517 - Water	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
971042 Water Meter Installation	PW		\$ 32,000	\$ 20,000	\$ 52,000
971092 Water Line Ext. Proj. & Distr. Piping Enhanc.	PW		421,000	-	421,000
971093 Replacement and Major Maint. of Water Lines	PW		333,000	-	333,000
971094 Replace Water Service or Water Meter	PW		451,000	-	451,000
971095 Fire Hydrant Relocation and Repair	PW		11,000	30,000	41,000
971096 Recoating Water Storage Reservoirs	PW		400,000	400,000	800,000
971145 Groundwater Well Abandonments	PW		282,000	-	282,000
971153 Garden Highway Impr--Winship to Lincoln	PW	*	60,000	-	60,000
971158 Proposition 84 Waterline Extension	PW	*	100,000	-	100,000
971161 Low Lift Pump Station Security Improvements	PW		527,000	-	527,000
971174 Water Rate Study	PW		14,000	-	14,000
971188 Stormwater Management Program	PW	*	4,000	44,000	48,000
971191 Second Groundwater Well/Aquifer Storage Recovery	PW		100,000	1,300,000	1,400,000
971192 Backwash Recovery	PW		350,000	250,000	600,000
971208 City Hall Parking Improvements	PW	*	-	25,000	25,000
971215 Water Treatment Facility Security Improvements	PW		-	75,000	75,000
Total			\$ 3,085,000	\$ 2,144,000	\$ 5,229,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Wastewater Fund with Current Funding
FY 2015-2016

Fund 528 - Sewer	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
981103 Recurring Plant Projects	PW		\$ 120,000	\$ 150,000	\$ 270,000
981104 Recurring Collection/Rehab System Projects	PW		111,000	210,000	321,000
981105 Lift Station Improvements	PW		165,000	150,000	315,000
981106 New Septage Receiving Facility	PW		-	150,000	150,000
981116 Secondary Clarifier Improvements	PW		271,000	60,000	331,000
981153 Garden Highway Impr--Winship to Lincoln	PW	*	40,000	-	40,000
981155 Stonegate Treatment Works Demolition	PW		25,000	-	25,000
981156 New Outfall and River Levee Crossing Replace	PW		1,000,000	500,000	1,500,000
981175 Digester Impr and New Cogeneration System	PW		200,000	400,000	600,000
981177 Barscreen Rehab/Replacement/Addition at WWTF	PW		100,000	50,000	150,000
981178 Digested Sludge Dewatering System Impr	PW		100,000	350,000	450,000
981179 Oxygen Generation Sys. & Disinfection Sys. Impr.	PW	*	80,000	-	80,000
981183 Future Wastewater Collection System Exp. Ph. I	PW		500,000	-	500,000
981188 Stormwater Management Program	PW	*	4,000	44,000	48,000
981195 Electrical & Instr Sys Eval and Improvements	PW		150,000	-	150,000
981196 Rehabilitation of the West Chlorine Contact Basin	PW		650,000	-	650,000
981197 Grit Removal Facility	PW		30,000	20,000	50,000
981198 Wastewater Rate Study	PW		13,000	-	13,000
981208 City Hall Parking Improvements	PW	*	-	25,000	25,000
Disinfection System Alternative Evaluation & Replacement	PW		-	150,000	150,000
Advanced Trtmnt & Water Recycling Options/Opp Eval	PW		-	170,000	170,000
Secondary Clarifier No. 4	PW		-	400,000	400,000
Total			\$ 3,559,000	\$ 2,829,000	\$ 6,388,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

**City of Yuba City
List of Capital Improvement Program Projects
Other Programs with Current Funding
FY 2015-2016**

Fund XXX - Other Funded	Dept.	Note	Estimated Carryover Balance	Proposed 2015-2016 Approp.	Total Project Funds
921024 Striping and Markings ⁹	PW	*	\$ 53,000	\$ -	\$ 53,000
921084 Fifth Street Bridge Replacement - Tech Studies ¹	PW	*	5,798,000	562,000	6,360,000
921152 Bogue Road Rehabilitation ⁴	PW	*	433,000	-	433,000
921162 King Avenue Safe Routes to School ⁵	PW		-	33,000	33,000
921168 Butte Hse Rd Class II Bike Lanes-Madison to Royo Ranchero ⁶	PW	*	170,000	-	170,000
921170 Bike Lane Striping Upgrades -Right Turn Conflicts ⁷	PW	*	116,000	-	116,000
931153 Garden Highway Improvements-Winship to Lincoln ⁸	PW	*	680,000	-	680,000
931154 Garden Highway Rehabilitation ^{4, 8}	PW	*	833,000	-	833,000
931165 Highway 20 Design Study ¹²	PW		109,000	-	109,000
941166 Feather River Parkway Phase II ²	CS	*	1,536,000	-	1,536,000
941167 SR-20 Median Improvement Project ¹²	PW		-	100,000	100,000
971158 Proposition 84 Waterline Extension ³	PW	*	2,414,000	-	2,414,000
921180 Consolidated Streetlight Distr-Acq. and Conversion ¹⁰	PW		795,000	-	795,000
921199 Franklin Road Pedestrian Improvements ¹¹	PW		200,000	158,000	358,000
921213 Residential Road Rehabilitation ¹³	PW	*	-	100,000	100,000
Total			\$ 13,137,000	\$ 953,000	\$ 14,090,000

Notes:

- * Multiple funding sources exist for this project. See individual project sheet for breakdown.
- 1 Funded partly through HBP, RSTP, Demo HPP, and local funds
- 2 Funded by Proposition 84 grant funds
- 3 Funded through CDPH Prop 84 funding program
- 4 Funded through Regional Surface Transportation Program (RSTP)
- 5 Funded partly through Safe Routes to School grant
- 6 Funded through Bicycle Transportation Account
- 7 Funded partly through Highway Safety Improvement Program (HSIP)
- 8 Funded partly through Congestion Mitigation and Air Quality Program (CMAQ)
- 9 Funded partly through Feather River Air Quality Management District grant (FRAQMD)
- 10 Funded through Consolidated Streetlight District Funds
- 11 Funded through Active Transportation Program grant
- 12 Funded through SACOG reimbursements
- 13 Funded through Recology Yuba Sutter rates

CITY OF YUBA CITY
BUSINESS FROM THE CITY COUNCIL

Date: June 2, 2015
To: Honorable Members of the City Council
From: City Council Screening Committee
Report By: John Dukes, Mayor

Summary

Subject: Appointments to City of Yuba City Youth Commission
Recommendation: Approve the City Council Screening Committee Recommendations for Appointments to the Youth Commission
Fiscal Impact: None.

Purpose:

To fill vacancies on the Yuba City Boards and Commissions.

Background:

On Thursday, May 28th, the City Council Screening Committee, consisting of Mayor Dukes and Vice-Mayor Buckland, held interviews for five positions and one alternate position on the Youth Commission.

The following appointments are being recommended:

Name	Term
Colin Minard	07/01/15 – 06/30/17
Jessica Flores	07/01/15 – 06/30/17
Preya Gill	07/01/15 – 06/30/17
Genevieve Hagen	07/01/15 – 06/30/17
Nick Lavy	07/01/15 – 06/30/17
Kanvarbir Gill (Alternate)	07/01/15 – 06/30/17
Harrison Cheim (Alternate)	07/01/15 – 06/30/17

Recommendation:

Approve the City Council Screening Committee Recommendations for Appointments

CITY OF YUBA CITY

City Council Reports

- Councilmember Cleveland
- Councilmember Didbal
- Councilmember Gill
- Vice Mayor Buckland
- Mayor Dukes

Adjournment