AGENDA

JULY 19, 2022

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

MAYOR	• Dave Shaw
VICE MAYOR	• Wade Kirchner
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Grace Espindola
COUNCILMEMBER	• Shon Harris
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

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
CITY COUNCIL - CITY OF YUBA CITY
JULY 19, 2022
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

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.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_H5saU5eZTVmoFRjhCTGINw. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

__ Mayor Shaw
__ Vice Mayor Kirchner
__ Councilmember Boomgaarden
__ Councilmember Espindola
__ Councilmember Harris

Invocation/Inspiration

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Public Communication

1. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

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 request specific items to be discussed or removed from the Consent Calendar for individual action.

2. Minutes from July 5, 2022 meeting

Recommendation: Approve mintues from July 5, 2022 meeting

3. Purchase of an AP 300 Sprayground for Gauche Aquatic Park (GAP)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; and approving the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 Sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of $326,333, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement with WhiteWater West Industries Ltd. of Richmond, British Columbia

4. Faith Court Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with Faith, LLC, a California Limited Liability Company providing for public improvements associated with the Faith Court Subdivision Map, approving the Faith Court Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located south of Monroe Road and approximately 800 feet east of Royo Ranchero Drive)

5. Small Wireless Telecommunications Facilities within the City's Right-of-Way

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City adding Chapter 8 Wireless Telecommunications Facilities in the Public Right of Way to Title 6 of the Yuba City Municipal Code by title only and waive the second reading

6. California Senate Bill 1205 Compliance Report for State-Mandated Annual Fire Inspections

Recommendation: Adopt a Resolution acknowledging receipt of the Yuba City Fire Department’s annual inspections report and recognizing the Department’s level of compliance with California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4

7. Sam Brannan Restroom Replacement Project Award

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; awarding a construction contract to Public Restroom Company in the amount of $234,096 through Sourcewell Contract No. 081721-PRM, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement for the Sam Brannan Restroom Replacement project

8. Fire Local 3793 Side Letter

Recommendation: Adopt a Resolution approving a Side Letter with Fire Local

3793, effective January 29, 2022, regarding sick leave and overtime calculations through December 31, 2022

9. Designation of Voting Delegates for the League of California Cities Annual Conference in September 2022

Recommendation: Designate Mayor Dave Shaw to serve as the Voting Delegate for the 2022 League of California Cities Annual Conference in September 2022, and designate Vice Mayor Kirchner and Councilmember Harris to serve as first and second alternates, respectively

10. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

Recommendation: A. Adopt a Resolution Approving Engineer's Reports and Declaring Intention to Levy for Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

B. Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for Fiscal Year (FY) 2022-23

11. Yuba City Landscape Maintenance District No.1 (Stabler Lane/Garden Highway Area) Resolution of Intent

Recommendation: A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
- Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1

B. Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for FY 22/23

12. Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent

Recommendation: A. Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6
- Resolution of Intention to Order Improvements and Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for Fiscal Year (FY) 2022-23 , Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6

Business Items

13. Community Sponsorship Requests

Recommendation: Consider the Sponsorship Requests from the Alliance for Hispanic Advancement and Yuba Sutter Arts & Culture, and if approved:

A. Adopt a Resolution to approve a monetary Sponsorship request from the Alliance for Hispanic Advancement (AHA) of up to $6,000.00 to advance Hispanic heritage in our local communities through community action, educational enhancement, and economic development

B. Adopt a Resolution to approve a monetary Sponsorship request from the Yuba Sutter Arts & Culture of up to $10,000.00 for the support of a Mural Marathon and Utility Box Mini Mural event in Yuba City

14. Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Final Design Amendment

Recommendation: Adopt a Resolution to award Amendment No. 5 to the Professional Services Agreement with CH2M Hill Engineers, Inc. to complete Final Design activities for the Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project, including new scope of work tasks identified from the design, permitting, and easement acquisition activities, and authorize the City Manager to execute the amendment following approval as to form by the City Attorney, with the finding that it is in the best interest of the City

15. 2022 Community Development Block Grant Annual Action Plan and 2021 Action Plan Amendment

Recommendation: A. Conduct a Public Hearing to receive comments on the CDBG 2022 Annual Action Plan and the 2021 Action Plan Substantial Amendment and after consideration

B. Adopt a Resolution approving the proposed CDBG 2022 Annual Action Plan and 2021 Action Plan Substantial Amendment and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing

Future Agenda Items

16. Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris

- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

17. City Manager's Report

18. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment

Public Communication

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

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least *24 hours* prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, 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:

Jackie Sillman, City Clerk
cityclerk@yubacity.net

Agenda Item **2**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from July 5, 2022 meeting
Recommendation: Approve mintues from July 5, 2022 meeting
Fiscal Impact: None

Attachments:

1. 07-05-2022 - Regular Meeting Minutes (DRAFT)

Prepared By:
Judy Sanchez
Executive Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (draft)
CITY COUNCIL – CITY OF YUBA CITY
REGULAR MEETING – JULY 5, 2022
6:00 P.M. REGULAR MEETING: COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:02 PM

Roll Call:

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden and Espindola

Absent: Councilmember Harris

Invocation/Inspiration

Pastor Jim Anderson, retired - Cornerstone Church Yuba City

Pledge of Allegiance to the Flag

Doug Libby, Deputy Director of Development Services

Agenda Modifications/Approval of Agenda

- Consent items 13 & 14 (Lighting and Landscape Maintenance Districts) were voted on separately
- Staff has provided revised attachments for items Consent items 9 & 11 (First Level Managers Agreement & Mid-Managers Agreement/Salary Schedule). The website was updated hard copies have been made available in the lobby.

Ceremonial Presentations

1. Beale AFB Commander, Colonel Church Introduction and Proclamation

Colonel Church, Commander of Beale AFB, received the proclamation

2. Sexual Assault Awareness Month

Melissa Sanchez, Counselor/Advocate from Casa de Esperanza, received the proclamation

3. July is Parks and Recreation Month

Brad McIntire, Community Services Director and the City's Parks & Recreation staff received the proclamation

Public Communication

4. Appearance of Interested Citizens

The following spoke:
Piara Johl
Raji Tumber
Sukhraj Pamma
Balbin Sohal
Jim Whiteaker

Consent Calendar

No public comments received for Consent Calendar items 5-14

Councilmember Espindola moved to approve items 5-12 including updated attachments/salary schedule for Items 9 and 11; Vice Mayor Kirchner seconded the motion.

The motion was passed with a unanimous vote

5. Minutes from the June 21, 2022 meeting

Approve the minutes from the June 21, 2022 meeting

6. National Opioid Settlement Payment Election

Adopt **Resolution No. 22-095** authorizing the City Manager to opt out of direct payment per the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for both the Janssen and Distributor Settlements

7. Traffic Signal Maintenance Contract Award

A. Adopt **Resolution No. 22-096** awarding a Service Agreement for traffic signal maintenance to St. Francis Electric, LLC of San Leandro, CA in the amount of $58,400 with the finding that it is in the best interest of the City

B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period

8. Executive Service Contract Terms

A. Adopt **Resolution No. 22-097** authorizing the City Manager to amend the Executive Service Employment Agreements

B. Adopt **Resolution No. 22-097** authorizing the Finance Director to amend the salary schedule

C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater

D. Authorize the Finance Director to transfer funds from unallocated General Fund 301

in the amount of $112,600

9. First Level Managers Memorandum of Understanding (MOU)

Adopt **Resolution No. 22-098**:

A. Approving a three-year Memorandum of Understanding with the First Level Managers group

B. Authorizing the Finance Director to amend the salary schedule

C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater

D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of $253,600

10. Public Employees Union, Local 1 Side Letters

A. Adopt **Resolution No. 22-099** approving a side letters with the Public Employees Union, Local 1

B. Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance

C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of $311,100

11. Mid Managers Memorandum of Understanding (MOU)

The Resolution was attached to the staff report and all documents were in support of the resolution. **Resolution No. 22-100**

A. Approving a three year Memorandum of Understanding with the Mid Managers group

B. Approving unrepresented Confidentials' salary increases

C. Authorizing the Finance Director to amend the salary schedule

D. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater

E. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of $428,200

12. Residential Street Light Maintenance District Annual Levy Initiation

Adopt **Resolution No. 22-101** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

Motion was approved with four votes; Councilmember Harris was absent

13. Lighting and Landscape Maintenance District No. 1 FY 2022-23 Annual Levy Initiation

Mayor Boomgaarden recused himself

Vice Mayor Kirchner moved and Councilmember Espindola seconded the motion to:

Adopt **Resolution No. 22-102** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972

The motion was passed with 3 votes; Councilmember Harris was absent

14. Lighting and Landscape Maintenance District Nos. 2-6 FY 2022-23 Annual Levy Initiation

Mayor Shaw recused himself

Councilmember Espindola moved and Vice Mayor Kirchner seconded the motion to:

Adopt **Resolution No. 22-103** describing improvements and ordering the Engineer of Work to file reports with regard to Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6, to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972

The motion was passed with 3 votes; Councilmember Harris was absent

Business Items

15. Second Groundwater Well – Award for Construction of Below Ground Facilities

No public comments received

Councilmember Espindola moved and Vice Mayor Kirchner seconded the motion to:

Adopt **Resolution No. 22-104** which takes the following actions:

A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of $929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project

The motion was passed with a unanimous vote

Future Agenda Items

16. Future Agenda Items

No suggestions

Reports and Communications

17. City Manager's Report

18. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment

The meeting was adjourned in memory of:

- Hiro Yamada, long time City employee
- Cotton Rosser, local rodeo legend and *King of the Cowboys*

Mayor Shaw adjourned the Regular Meeting of the City Council at 7:26 PM

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

/js

Agenda Item **3**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Community Services Department

Presentation By: Rob Condrey, Parks and Grounds Superintendent

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Summary

Subject: Purchase of an AP 300 Sprayground for Gauche Aquatic Park (GAP)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; and approving the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 Sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of $326,333, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement with WhiteWater West Industries Ltd. of Richmond, British Columbia

Fiscal Impact: Total - $326,333
Account No. 901284 (Zero-Depth Entry Water Feature Project) - $305,952
Account No. 901127 (Capital Replacement Project - GAP) - $20,381

Purpose:

To remove and replace the existing failing water feature in the zero-depth entry pool, ensuring a safe, fun, and fully-functional aquatic facility for the community.

Council's Strategic Goal:

The replacement of the sprayground at Gauche Aquatic Park addresses the City Council's Strategic Goal of Infrastructure and Quality of Life. Replacement of the exhausted sprayground will maintain the park's usability and reduce the need for staff maintenance.

Background:

The WhiteWater AP 300 Sprayground is located in the zero-depth entry pool at Gauche Aquatic Park. It is the original equipment and was installed in 2007. The sprayground will come to the end of its serviceable life span at the end of the 2022 season due to corrosion from chlorine in the pool water. Corrosion has affected most of the structure’s footings and hand railing.

Analysis:

Staff reviewed multiple options for the replacement of the existing structure, including providing new

models and replacing the existing model with the exact model which is currently in use. After review, it was determined that the most cost and time-efficient option would be performing a sole-source purchase of the exact same model and self-performing the demolition and installation.

Purchasing the same model that is already in use will ensure that no plumbing or foundation modifications will be necessary. Further, staff self-performing the construction will negate any costs that would be experienced through the use of a contractor.

Fiscal Impact:

The purchase will be funded through CIP Account Number 1284 (Zero-Depth Entry Water Feature Project) and CIP Account Number 1127 (Capital Replacement Project - GAP). The funds in CIP Account 1284 include $177,952 that the City of Yuba City received through the 2018 Parks Bond Act Per Capita Grant Program, and $128,000 that City Council approved in the CIP Budget. Based on the quote from Whitewater West Industries, Ltd. of Richmond, British Columbia (see Exhibit A, Attachment 1), the cost of the new structure is $326,333. Additional costs will be incurred through staff time for the removal and replacement of the structure.

Environmental Determination:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the removal and replacement of the existing sprayground within city facilities is defined as a minor altercation, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

1. Direct staff to conduct a formal bid process, which will cause project delays and increased costs.
2. Do not approve the purchase from WhiteWater West Industries Ltd. and close down that component of the pool for the 2023 season.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; and approving the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 Sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of $326,333, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement with WhiteWater West Industries Ltd. of Richmond, British Columbia

Attachments:

1. Resolution
2. Current Sprayground
3. Proposed New Sprayground

Prepared By:	Submitted By:
Maddy Laffond	Diana Langley
Community Services Administrative Assistant	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION; AND APPROVING THE SOLE-SOURCE PURCHASE OF LIFEFLOOR TILES AND THE MANUFACTURING OF AN AP 300 SPRAYGROUND TO WHITEWATER WEST INDUSTRIES LTD. OF RICHMOND, BRITISH COLUMBIA IN THE AMOUNT OF $326,333, WITH THE FINDING THAT IS IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WHITEWATER WEST INDUSTRIES, LTD. OF BRITISH COLUMBIA

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications integral to existing infrastructure, staff has significant training and experience with the equipment, and it is solely available from the manufacturer; and

WHEREAS, the current Sprayground is 15 years old and has exhausted its life expectancy; and

WHEREAS, the City desires to approve the sole-source purchase of lifeloor tiles and the manufacturing of an AP 300 sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia and lifefloor tiles in the amount of $326,333.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

Section 1. The City Council finds that the recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as the removal and replacement of the existing sprayground within city facilities is defined as a minor altercation, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Section 3. The City Council of Yuba City awards the purchase of lifefloor tiles and the manufacturing of one AP 300 sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of $326,333, with the finding that it is in the best interest of the City. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.

Section 4. The Resolution shall take effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):
A. Exhibit A – Agreement (Quote attached)

EXHIBIT A

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of July 2022 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and **WhiteWater West Industries Ltd.,** hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

See Exhibit B - WhiteWater West Industries Ltd. Quote Ref No. 44407-6

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY **A MUNICIPAL CORPORATION**	**WhiteWater West Industries Ltd.**
Diana Langley City Manager	By:
	Title:
	Print:
	License No.:
	Address: 180-6651 Fraserwood Pl Richmond, BC V6W 1J3

Attachments: Exhibit A – Terms and Conditions
Exhibit B – WhiteWater West Industries Ltd. Quote Ref No. 44407-6
Exhibit C – Insurance Requirements

EXHIBIT A
TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

EXHIBIT B

Gauche Park Aquatic - AP Replacement

City of Yuba City

Yuba City, CA, USA

44407-6

July 11, 2022

WHITEWATER®

EST. 1980

This document contains a formal quotation valid for 45 days from the date issued. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available.

Parties 1
Specific Terms and Conditions 2
1. Abbreviated Scope of Work 2
2. Delivery, Transfer of Risk and Ownership of the Equipment 3
3. Purchase Price 4
4. Payment Terms 4
5. Estimated Schedule of Delivery and Completion 5
General Terms and Conditions 6
Execution and Acceptance 12
Appendix 1 Detailed Design & Engineering Services - Specifications 13
Appendix 2 Equipment Supply Services - Specifications 16
Appendix 3 On-Site Services - Specifications 23
Appendix 4 Indicative Preliminary Design included 25
Appendix 5 Preliminary Schedule 29
Appendix 6 Purchase Price Breakdown 31
Appendix 7 Insurance 32

The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Parties

This contract is made on the latest date of signing by both parties, between:

The seller, WhiteWater West Industries Ltd. (WhiteWater)
With registered office at:

180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC1238701 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0002.

Formal notices to be addressed to the attention of:
Luc Benac, Commercial Manager (luc.benac@WhiteWaterwest.com)

AND

The purchaser, _____ (Purchaser)

With registered office at:

_____

_____

_____

A _____ corporation with incorporation number

and

a resident of for income tax purpose with registration number _____.

Formal notices to be addressed to the attention of:
_____, (_____ @_____)

Site Address at:

_____

_____

_____

END OF SECTION

Specific Terms and Conditions

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the following Products and Services:

PRODUCTS	As per drawing
AquaPlay AP-300TB (in Primary Colours with client's logo on tipping bucket)	44407 SK-4; AP Theming V1 – Feb 3, 2022
Optional: Life Floor on AP unit	n/a
Optional: Life Floor under AP unit	44407 SK-6B

ON-SITE SERVICES		Number of man-days	Notes
☑	Installation of Life Floor	Not Specified	Prevailing Wages [1]
☐	Installation of AquaPlay	n/a	Excluded.
☑	Installation Advisory	10	based on a seven day workweek[1]
☑	Ride Commissioning	Included	based on a seven day workweek[1]

For further information please refer to Appendices for Specifications.

Notes:

[1] Duration and price are based on a seven-day workweek and assume continuous working conditions without major interruption. In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.

2. Delivery, Transfer of Risk and Ownership of the Equipment

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2020) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2020)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- Purchased is responsible for unloading the equipment on site except that when WhiteWater is responsible for the installation of the equipment, WhiteWater will unload the equipment as part of keeping the chain of custody.
- WhiteWater is responsible for export and import clearance as a non-resident Importer Of Record, but Purchaser must provide to WhiteWater is Employer Identification Number registered with US Customs and Border Protection (WhiteWater can help if such filing is required for Purchaser)
- WhiteWater is responsible for insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser

Named Place of Destination is: **Yuba City, CA, USA**

Detention
Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Purchase Price

Subject to the terms of this Contract, the Purchaser hereby orders and purchases from the supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

$305,713 USD

A breakdown of which is attached in the Appendix 6 Purchase Price Breakdown.

Sales Tax
The Purchase Price is exclusive of any sales tax (if allowed by State Law).
When applicable the following sale / use taxes are in addition to the Purchase Price amount:

$20,620 USD

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT	30% =	**$97,900**
SHIPMENT PAYMENT Prior to and as a condition of loading the Equipment for shipping.	60% =	**$195,800**
FINAL PAYMENT Upon issuance of Certificate of Commissioning *(as per General Terms and Conditions - Completion)*	10% =	**$32,633**
TOTAL		**$326,333**

Banking information to be presented under separate cover after execution of the contract.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **date to be determined**, the targeted date for commissioning of the equipment is **to be determined**.

Purchaser's initial _____

1. Engineering
All the following deliverables need to be received within 5 business days (or as indicated on the schedule annexed) or schedule will be delayed:

- Executed Contract
- Deposit Payment
- Critical Startup Information as detailed in Appendix "Critical Startup Information" required to start performance of the work

To maintain the project schedule, the Purchaser agrees to provide all necessary approvals for design, theming and equipment colors in a timely manner.

2. Manufacturing
To start upon completion of Engineering and upon receipt of the following items from the Purchaser (where applicable):

- Milestone payment or issuance of the letter of credit
- Signed authorization to proceed from the Purchaser
- 3rd party design acceptance

3. Shipping
Loading of the equipment to start upon receipt of milestone payment, unless secured by a letter of credit.

4. Installation Advisory Services or Installation of Equipment (if applicable)
To start upon notification of site readiness and accessibility to our employees.

~

Any delay to contract initiation (i.e. contract execution and deposit payment) or any changes to milestone dates by Purchaser will cause corresponding delays to the delivery schedule. In addition, significant changes might also affect the duration of the various tasks. For further information please refer to the preliminary schedule included in Appendix Preliminary Schedule.

END OF SECTION

1. Indemnification

a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) harmless from any claims, demands, causes of action or costs, including attorney fees, which:

- *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR*
- *arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or warnings/instructions accompanying WhiteWater's equipment.*

However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.

b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment*.

c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:*

i. *in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;*
ii. *in connection with the supervision of users of the WhiteWater's equipment;*
iii. *any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;*
iv. *any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;*

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

d. **Notices** - Indemnitee shall notify Indemnitor of any claim or lawsuit which Indemnitee will assert Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnitee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnitee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnitee in accordance with this provision. Failure to provide such notice in the preceding sentence shall not void the indemnity provision unless Indemnitor can prove that Indemnitee's failure to so notify Indemnitor materially impaired Indemnitor' S ability to defend any claim arising from such facts.

e. **Obligation to Report Incidents** - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. Installation Project Period: Insurance

i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to $10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.

Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the Installation Project Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.

Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the Installation Project Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.

ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of $1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

b. Post Installation Period: Insurance

i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability of no less than $5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2020) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Delays or Suspension by Purchaser

a. Purchaser acknowledges that WhiteWater has exclusively set aside production capacity for the purpose of manufacturing goods according to the agreed Project Schedule and that any delays by Purchaser in taking delivery would create irreparable harm. If the project is delayed as a result of Purchaser not meeting schedule milestones, then the project schedule will be adjusted accordingly. When Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers is the sole cause of the delay and delay is not caused by an event of Force Majeure, WhiteWater shall be entitled to liquidated damages in the sum at the daily rate of $1,000.00, beginning fourteen (14) days from written notice given by WhiteWater, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

b. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible

c. Separate and apart from the costs set forth above, should WhiteWater be required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.

d. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

5. Delays by WhiteWater

a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.

b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of $1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

6. Impossibility/Impracticability.

When a party is excused of his or her responsibilities because performance has been made excessively burdensome— impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

7. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits of for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

8. Termination

a. The Purchaser acknowledges that once an order is placed with WhiteWater, considerable expense is incurred by WhiteWater to provide the Design Services, and manufacturing the equipment and accordingly, this Contract may not be terminated by the Purchaser unless following sub-clauses (b) and (c) below:

b. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.

c. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the

property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.

d. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

9. Completion

a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Commissioning and Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.

b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for Installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.

c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Total Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

10. Correction Period and Express Limited Warranties

a. Correction Period. For a period of twelve (12) months from the date of Commissioning, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material, workmanship, or design outcome; provided the Equipment has been paid in full, installed according to and in full compliance with engineering drawings and used in accordance with the Operation and Maintenance Manuals. The operator is required to report in writing any alleged defect within ten (10) days of its appearance, or the correction might be at the sole cost of the operator or the operator might become responsible for the additional cost of repair resulting for letting the issue unreported and unresolved for a longer period. Act of God, damages from extreme weather, intentional physical damages and damages from impacts are not covered and all other warranties expressed or implied are rejected unless noted herein. In no case shall WhiteWater be liable for any consequential damages.

b. Express Limited Warranties. Correction Period covers peeling, cracking, blistering, and or delamination, under conditions of normal use, which are the result of improper surface preparation or manufacturing by WhiteWater. The following warranties are offered in regard of fiberglass reinforced panels.

- Replacement or repair for parts installed according to engineering drawings that have structurally failed within three (3) years of installation, unless such failure is at a result of installation crews constraining straight sections (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings).
- Resurfacing or repair for parts that are subject to any severe latent defect in clearcoat and/or gelcoat within three (3) years of installation, unless the operator cannot provide reasonable records showing that operation and maintenance have been performed in compliance with the Operations and Maintenance Manual.

These warranties are subject to guidance, limitations and requirements outlined in the relevant sections of the Operations & Maintenance Manual.

11. Change Orders

a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.

b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.

c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

12. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

13. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

14. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

15. Safety

WhiteWater' s employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

16. Assignment

a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.

b. The Purchaser may not assign the contract without the written consent of WhiteWater.

17. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

18. Taxes

Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees

and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

19. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

20. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

21. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

22. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Execution and Acceptance

This contract is made on the latest date of signing by both parties. By execution of this document, the SELLER and the PURCHASER have reviewed and agree to all terms and conditions, including Appendices referenced and attached that are made part of this contract. The parties acknowledge that these documents unless otherwise expressed herein represents the full extent of the agreement.

SELLER: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

PURCHASER:

SIGNATURE

NAME

TITLE

DATE

Appendix 1 **Detailed Design & Engineering Services - Specifications**

Design (Engineering) Services	Seller	Purchaser	Reference
Product Configuration	■		SPEC-DS
Above grade start towers	■		SPEC-DS
Local Engineering Overseal	■		SPEC-DS
Site Specific Information		■	PRD
Permits		■	PRD
Detail design of electrical, pools and/or pool mechanicals		■	

DS

SPEC-DS
Specification – Design Services

In consultation with the Purchaser, design consultants and general contractors as required, WhiteWater agrees to provide digital copies of engineering drawings as follows[1]:

1. Product Configuration
   1.1 Waterslides & Wet Interactive Play (AquaPlay)
      1.1.1 Slide path design showing fiberglass waterslide parts, x, y, and z coordinates, and grades.
      1.1.2 Structural support system for fiberglass waterslide (columns, arms & yokes).
      1.1.3 Emergency egress towers, platforms and stairways, including detailed framing and connections (when applicable).
      1.1.4 Start Towers, platforms and stairways, including detailed framing and connections (if applicable).
      1.1.5 Foundation design[2] for slide supports, towers and play structures.
      1.1.6 High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.
      1.1.7 Design of concrete shutdown lane slabs (when applicable).
      1.1.8 Basic design of pool geometry, inclusive of minimum required shape and depths (when applicable).
      1.1.9 Electrical schematics for all in-ride electrical power and control systems (when applicable).
      1.1.10 All PLC programming for the ride safety systems (when applicable).
      1.1.11 Assembly drawings for fiberglass waterslide, steel supports and towers (if applicable).
      1.1.12 Layout plans showing all critical dimensional requirements for the pool or slab. (Interactive Play structures only)

[1]WhiteWater will provide a subset of the documents listed to support Purchaser's submissions for permits and licenses required by the local jurisdiction. Documents will be provided in advance if required by schedule.

[2]WWI engineering scope for foundation design is limited to subsurface soil conditions that can satisfactorily allow the use of conventional concrete footings. Supporting grades

and site preparation shall be capable of providing an allowable bearing pressure of at least 1500 psf (75kPa). Should local subsurface condition require deep foundations (e.g. piling, caissons), the foundations shall be designed by an engineer engaged by the Purchaser to the forces provided by WWI Engineering and the parameters presented in the geotechnical report.

2. Overseal
   2.1 To hire a professional engineer licensed in the jurisdiction of the project to review the drawing and calculation package and provide overseal.

PRD Purchaser Requirements – Design & Engineering (PRD)

The Purchaser hereby commits to provide WhiteWater the following information or approvals in English language, and is responsible for the accuracy of the information provided:

Plans and Survey

General

The Purchaser agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Purchaser warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format. 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure. The following details are required:

Defined elevations

1. Site coordinate system, including global origin point
2. Site boundaries and limiting envelopes
3. Existing or planned utilities and easements that need to be considered during the design phase
4. Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment.

For all indoor projects, the following additional information is required:

1. Building plans with elevations and cross sections in 3D CAD and PDF
2. Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces
3. Foundation and roof design in area(s) where WhiteWater attractions are located

For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:

1. Final pool plan (where applicable)
   a. Deck plan and elevations
   b. Water levels
   c. Pool wall cross sections at WhiteWater product interfaces
2. Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment.
3. When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed.

For all projects that include AquaPlay products in WhiteWater's scope of supply, the following additional information is required:

1. Pool layout including contours, cross section and flat area under the WhiteWater supplied equipment

Geotechnical & Climatic

The Purchaser is responsible to provide

1. Soils testing and a geotechnical report for the purpose of foundation design.
2. All climatic information necessary to perform detailed design for the equipment supply included in this contract. This includes seismic, wind and snow loading information.

Building Permits and Licenses

1. All submissions to secure building permits and licenses are the responsibility of the Purchaser.
2. The Purchaser shall obtain all building permits and licenses to allow WhiteWater to complete its obligations, including, without limitation, any obligation to install the equipment.

Appendix 2 **Equipment Supply Services - Specifications**

Equipment Supply—AquaPlay™	Seller	Client	Reference
Fiberglass waterslides	■		AP
AquaPlay™ structure	■		AP
Life Floor with Installation	■		LF
Safety signage		■	
Foundation embed items—anchor bolts	■		
Foundation embed items—reinforcing steel		■	
Pool Mechanical—pumps, valves, piping, filters, fittings etc.		■	
Slide mechanical—pumps, valves, piping, fittings etc.		■	
Electrical		■	

AP

SPEC-AP
Specification—AquaPlay™

AquaPlay™ products are suitable for installation in aquatic facilities and public play areas. The product is specifically designed for use by children and adults and is to be manufactured by an aquatic play design and engineering company with at least ten years' experience.

1. Description:

    1.1 AquaPlay™ is a multi-level aquatic play structure that includes Standpipes, Cross Pipes, Guardrails Interactive water features, passive water features, Roof/Shade components and/or a Tipping Bucket. The structural members of the AquaPlay™ products are water conveying for a highly interactive experience for all play types.

    1.2 The proposed AP structure is a designed model from our product library. AquaPlay models include and/or consider the following: Fixed layout of standpipes, location of stub ups, slides in configuration of already designed model, layout of Interactive Toys, Tipping Bucket, and Foundation Requirements per model. Any deviation from the Product outlined above, or from the requirements listed in section 7. *Product Requirements* will result in additional engineering time, impact schedule, and may result in a subsequent impact on price.

2. Product Category
    2.1 AMUSEMENT PARK STRUCTURES AND EQUIPMENT
    2.2 WATER SLIDES
    2.3 AQUATIC PARK FACILITIES

3. References (Standard Compliance)
    3.1 ASTM International Standards
        3.1.1 ASTM F2461 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Aquatic Play Equipment.
        3.1.2 ASTM 1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
    3.2 European Standards
        3.2.1 EN 1176 Playground Equipment and Surfacing – Part 1 – General Safety Requirement.
        3.2.2 EN 1069-1 Water Slides Safety Requirements and Test Methods.
        3.2.3 EN13451-3:2011+A3:2016 Swimming Pool Equipment. Additional specific safety requirements and test methods for inlets and outlets and water/air-based water leisure features.
    3.3 Chinese Standards
        3.3.1 GB18168 Specification for Water Amusement Equipment Category (PRC National Standard).

    3.4 Australian Standards

3.4.1 AS 4685 Playground Equipment and Surfacing.

4. Quality Management System

All suppliers are expected to perform work under a quality management system that conforms with the requirements of ISO 9001, as evidenced by and subject to review of one or more of the following:

a. Certification to ISO 9001
b. Quality manual and other pertinent documented information
c. Control of business processes and sub-suppliers focused on conformity of products & services

Reference document - MAN0001003 WWI Supplier Quality Manual

5. Product Delivery, Storage and Handling

5.1 All AquaPlay™ product and associated equipment must be properly packaged and secured per packaging requirements while in transport to project site. Proper care should be given during loading and unloading of the product with photo documentation upon loading and securing material in place within the transportation vehicle.

5.2 At the site, the AquaPlay™ products and associated equipment are to be stored in safe, dry and free from exposure to abrasive surfaces in a secure location to prevent from harm or theft of the equipment.

6. Materials

6.1 Structural Frame:

6.1.1 The Unit shall be designed to accommodate loads on deck areas for 100 pounds per square foot vertical live load and ASTM F2461 and for 100 mph wind load in accordance with good design practice.

6.1.2 Materials: All steel is new and conforms to ASTM designation as per the design drawings. Main piping of the structure is minimum schedule 40 steel pipe, or as per design drawings or equivalent substitution material.

6.1.3 Fabrication: All steel is fabricated in certified shops under Canadian Welding Bureau standard 2.1, CSA W47.1. or American Welding Standards

6.1.4 Finish: All steel is provided hot dipped galvanized as per ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coating on Iron and Steel products in accordance with ASTM385/A385M Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip), and shop painted per section 11 below.

6.1.5 Level of Fabrication: All steel is provided for bolt-up assembly. All fasteners conform to ASTM F593/F594, F879, and A325 or as per design drawings. and are supplied.

6.1.6 All parts not required to be structural may be fabricated from material as specified per design drawings

6.2 Anchor bolts & embedded parts:

6.2.1 All anchor bolts complete with templates, washers and nuts are provided except where specifies otherwise. Concrete imbed plates are included if required.

6.3 Manifold System

6.3.1 The play system has an integrated manifold system for regulating the water flows and pressures to the water effects. The manifold is constructed of PVC, steel or fiberglass and utilizes suitable valves, or material as per design drawings

6.3.2 The manifold system is accessible for adjustment and each valve will be permanently labeled as to the location it controls.

6.4 Hardware

6.4.1 Primary structural fasteners (bolts, nuts, washers and screws) are stainless steel or galvanized. Secondary fasteners are stainless steel where required (slides and skirting). Unfinished plain steel hardware is not permitted for use.

6.5 Fiberglass Decks and Stairs

6.5.1 All fiberglass decks and stairs are shall have non-slip finish on exposed traffic surfaces. All corners are rounded with no exposed square edges allowed. Each Deck component is structurally capable of supporting a minimum load of 489 kg/m² (100 lb./ft²).

6.6 Slides

6.6.1 Fiberglass Slides are high quality fiberglass according to Whitewater's specifications. The Waterslides will be manufactured in accordance with ISO 9001 Quality Assurance Standards. Body of flume is a minimum 3/16" thickness. Joint flanges are a minimum ¼" thick. Premium quality isophthalic resins are used throughout. Interior of waterslide has a minimum .020

inches thick gelcoat. Exterior of slides are protected by a flood coat of gelcoat or urethane coating.

6.6.2 Drilling: All flanges are pre-drilled.

6.6.3 Fasteners: All fasteners as required for flume to flume connections. Fasteners are stainless steel type 304.

6.6.4 Caulking: All caulking necessary for flume to flume connections. Caulking is a polyurethane "Sikaflex 201", brand or equivalent.

6.7 Crawl Tunnels (if applicable)

6.7.1 The tunnel body is minimum 610 mm (24") diameter, fabricated from fiberglass or molded polyethylene.

6.8 Side Panels

6.8.1 All areas below platforms and stairs less than 1.8 m (6') high are blocked off from the public access with solid panels or Netting. All panels are finished with ultra-violet resistant finish.

6.9 Valves

6.9.1 Main operating valves: All Butterfly valves are of stainless steel and EPDM seat.

6.9.2 Wheels have a soft surface finish.

6.9.3 All Ball Valves are PVC, Steel or Equal.

6.9.4 All rope pull operated valves are self-closing with stainless steel or brass bodies and/or operating parts. The valves as well as the supply pipes are capable to withstanding a 79 kg (175 lb) live load.

6.10 Water Guns

6.10.1 All water guns are manufactured with trigger or handle operated mechanisms to control water flow. This mechanism is enclosed within galvanized steel body.

6.10.2 The water gun is mounted on a base that will allow the gun to be aimed by the user. The water gun is mounted so that the gun discharge is at minimum 1.8 m (6') from ground level.

6.11 Finishing

6.11.1 All exposed galvanized metal and exterior PVC components are first prepped then primed with two coats of catalyzed epoxy primer then painted with two coats of catalyzed polyurethane topcoat that is chemical and ultraviolet resistant. This topcoat provides a high gloss finish that is extremely hard and damage resistant. FRP components may alternately use High Quality Gelcoat.

6.11.2 Touchup: Touch up finish paint (if applicable) and touch up paint for cold galvanizing is provided. All repairs to galvanized surface shall be carried out in accordance with ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

7. Product Requirement

7.1.1 The customer is to provide elevation surveys for sloped areas or areas not at a constant elevation.

7.1.2 Water depth is typical 0" – 12" with a maximum of 12"

7.1.3 Safety clearance around the perimeter of the AquaPlay™ product must be 6' or greater, matching the safety zone shown in the plan drawing, per ASTM requirements.

7.1.4 The surface areas of concrete slab under the footprints of AquaPlay standpipes escutcheon cap, column base plates, slide supports, and shutdown lanes shall be flat, levelled, and at constant elevation for the installation and function of the WWI components. Regions outside the specified areas can be contoured, with maximum 2% slope, to drain as required by the pool design and the local codes or standards. Trenches, pits, abrupt elevation changes, etc., in concrete slab shall be positioned away from WWI components to avoid supporting zone encroachment. For planning purpose, the extents of supporting zone shall be at least two times of the slab thickness from the edge of the WWI component's footprint unless otherwise stated on WWI drawings. Note: drawing shall be provided as part of the contract that specifies these areas.

7.1.5 Requirements to thickness and details of the reinforced concrete slab supporting the structure shall be confirmed with the construction drawings issued by WWI. For new concrete slab, concrete material shall possess minimum 28-days compressive strength of 30 MPa (4.35 ksi), and reinforcing steel shall be deformed rebar with minimum yield strength of 400 MPa (60 ksi). For preliminary planning purpose, minimum thickness of the concrete slab shall be 200 mm (8") inches for models AP50 through AP300, 200 mm (8") for models AP350 through AP750 and shall be 250 mm (10") for models AP1050 or larger.

7.1.6 Slab-on-grade supporting the structure shall be constructed over compacted sub-base soil (or fill) with minimum net allowable bearing capacity of 95 kPa (2000 psf). Settlement of slab

at any location shall not exceed 25 mm (1 inch), and differential settlement between any two locations shall not exceed 1:500 (vertical: horizontal). The client shall retain a geotechnical engineer to design, to review, and to approve the sub-base preparation. Frost-protection to slab-on-grade shall be the responsibility of the client's engineers.

7.1.7 Suspended supporting structures shall be designed by the client's structural engineer with the layout and loadings of the structure provided by Whitewater West Industries.

7.1.8 Safety clearance around the perimeter of the AquaPlay must be 6' or greater, matching the safety zone shown in the plan drawing, as per ASTM requirements.

7.1.9 Water depth up to 12" max in the areas detailed by WWI, this is in the minimum recommended reinforced flat slab

7.1.10 Theming must follow the approved layout represented in the thematic rendering of the AquaPlay model or the theme map provided. Any deviation will be considered a custom structure unless otherwise approved.

7.1.11 Use of RAL paint colors as per color guide

7.1.12 The AquaPlay structure is not intended to be used as a "building" for shelter or long-term occupancy. It shall be designed to withstand its self-weight, imposed live load from patrons, climatic loads, and seismic effects as required by the latest standard and the relevant Structural Design Codes applicable at the project site location; whichever is more stringent. The design will be conducted in general accordance with acceptable design practices for the principles of life safety under severe natural events.

i. Typical AquaPlay models are designed up to basic snow load of 10 psf (0.5 kPa), the basic design wind speed shall be in accordance with the wind speed specified by the local building code, in the absence of a specified local building code, basic design wind speed shall be 130 mph (58 m/s) [3-second peak gust], or quasi-static lateral earthquake force of 60% seismic weight as per ASCE 7 16 If any of these criteria is exceeded, custom design of the AquaPlay unit would be required.

ii. Geographic exclusions for typical AquaPlay models include but are not limited to the following regions: West Coast of North America, Florida, Arctic Circle region, West Coast of South America, Hawaiian Islands, Mariana Islands, Caribbean Countries, Madagascar, Sri Lanka, Iran, Pakistan, Bangladesh, Myanmar (Burma), Fiji, Philippines, Indonesia, Taiwan, Japan, Korea, New Zealand, and all coastal regions. In the regions of exclusion outside Canada and USA, official site specific climatic and seismic data shall be provided to WWI for structural review. Note: The customer is to provide elevation surveys for sloped areas or areas not at a constant elevation.

8. Manufacturer

8.1 The contractor shall install the following AquaPlay™ products as intended by the manufacturer Whitewater West Industries. 180-6651 Fraserwood Pl, Richmond, British Columbia, Canada V6W 1J3. (604) 273 1068. www.whitewaterwest.com.

LF

SPEC-LF
Specification – Life Floor™

Life Floor is a closed cell foam-rubber tile specifically engineered for use in aquatic environments. It is a modular safety surface that provides traction and cushioning to prevent slip-and-fall and abrasion injuries. Life Floor is installed on stairs, platforms, pool decks, splash pads, zero depth entries, restroom facilities, and underneath structures to enhance the safety and overall aesthetic appearance of any area where it is installed.

1. system description

1.1 Material:
Life Floor™ is a factory-molded surface composed of EVAtrax™, an ethyl vinyl acetate copolymer.

1.2 Thickness and Weight:
3/8" standard: 2lb or 0.9kg: 7/8": 4.4lbs or 2kg

1.3 Shock Attenuation (ASTM F1292) – 3/8" meets 1' critical fall height; 7/8" meets 4' critical fall height;
1 ¼" meets 6' critical fall height

1.4 Gmax - Less than 200.

1.5 Head Injury Criteria - Less than 1000.

1.6 Flammability (ASTM E648) – Class 1

1.7 Toxic Characteristic Leaching Procedure (TCLP) (RCRA) by Method 3010 – Pass.

2. delivery, storage & handling
   - 2.1 General: Comply with Division 1 Product Requirement Section.
   - 2.2 Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
   - 2.3 Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 20 degrees F (-7 degrees C) and a maximum temperature of 100 degrees F (38 degrees C).
3. project/site conditions
   - 3.1 Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in rain.
4. warranty

   WhiteWater shall transfer directly to the Buyer the warranty provided by our exclusive manufacturer LifeFloor.
   - 4.1 Warranty Period:
     - 4.1.1 Life Floor warrants all 7/8" and 3/8" thick Life Floor for a term of five (5) years from the date of delivery except as below.
     - 4.1.2 Life Floor warrants all 3/16" thick Life Floor tiles for a term of three (3) years from the date of delivery except as below.
     - 4.1.3 Life Floor warrants all above Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products.
   - 4.2 Limitation of Warranty:

     Warranty does not cover color changes of any kind.
   - 4.3 Limitations to the warranty period include areas of extreme traffic, very high/extreme UV exposure, and extreme chemical exposure.
     - 4.3.1 Extreme traffic defined by areas with annual traffic of 250,000 users or greater.
     - 4.3.2 "Extreme" or "Very High" UV exposure as defined by the World Health Organization is more than 90 days of daytime in the "extreme" or "very high" category with a UV Index of 10 or higher within a 365 day period.
   - 4.4 Installation Warranty is one (1) year from the date of completion.

5. Preliminary works and installation: The Preparation Procedures and application to be carried out as per Manufacturer's Instructions and under appropriate atmospheric and working conditions (no dust, sand, etc.). Verify that the substrate was allowed to cure (meaning chemically neutral, not only dry) as per Manufacturer's Instruction. The area has to be secured and / or fenced day and night to avoid walking across the surface before it is cured. Surrounding areas to be protected against stains from binder or material mix. Minimum of 72 hours curing before use with chlorinated water. (subject to atmospheric conditions)

6. Installation to be carried out and supervised by factory trained staff / contractor only.
   - 6.1 The areas to be included: the floor areas around and under the multi-level play structure identified on the submitted drawing.
   - 6.2 Installation to include cleaning, rolling to ensure proper tile adhesion, and final quality control check of new Life Floor™ tile installation with site Supervisor.

7. Resurfacing Conditions:
   - 7.1 Site and Material Condition: Indoor Installation
     - 7.1.1 Approved Interior Substrates: Properly prepared concrete (on-grade, below-grade, or above-grade, APA underlayment, metal, cementitious terrazzo, and ceramic floors;
     - 7.1.2 Maintain a consistent temperature of room, subfloor, tile, and adhesive for at least 24 hours prior to installation and 24 hours after installation. Ideal temperatures are a min. of 65 degrees F, and max. of 85 degrees F.
     - 7.1.3 Allow tile to acclimate to temperature for 24 hours prior to installation.

   - 7.2 Site and Material Condition: Outdoor Installation
     - 7.2.1 Approved Exterior Substrates: Properly prepared concrete (on-grade, below-grade, above-grade).
     - 7.2.2 Store Life Floor™ tiles in a cool, dry location out of direct sunlight and moisture.

7.2.3 Avoid installing tiles during significant changes in temperature (more than 20 degrees F in 8 hours).

7.2.4 Protect the installation from rain. If this is not possible, the tiles should NOT be installed at this time.

7.3 Surface Preparation:

7.3.1 Ensure that the concrete, metal, wood, tile, or fiberglass substrate is level or uniformly sloped since surface variations will be telegraphed through to the rubber tile surface.

7.4 Concrete Requirements:

7.4.1 Concrete must conform to ACI 302 standards, be dry, fully cured (28 days), a minimum density of 100 lbs per ft^3 as well as having a compressive strength greater than 3000 psi for residential installations and 4350 psi for commercial installations.

7.4.2 The substrate must be dry, structurally sound, and dimensionally stable. It should be free of any substance or condition that may reduce or prevent the adhesive bond to substrate. This includes, but is not limited to, concrete sealers, curing agents, dirt, wax, tar, paint, and loose toppings. If present, these agents must be mechanically removed. The use of solvents (with the exception of acetone), adhesive remover or acid etching is not recommended.

7.4.3 Concrete porosity should be noted. It is always a good practice to perform bond tests before large scale installations. Excessively absorbent (porous) or rough concrete surfaces can cause an increase in adhesive usage. Surface grinding can be used to smooth an excessively porous or rough surface.

7.4.4 New concrete surfaces prepared for Life Floor should have a troweled smooth finish to be diamond ground before install. If needed mechanical shot-blasting can be used to roughen an excessively smooth surface. Overtrowled slabs are not acceptable.

7.4.5 Substrate should be sloped properly towards drains to allow for proper drainage. Refer to the Model Aquatic Health Code (MAHC) for sloping requirements for your application and facility.

7.4.6 Concrete surface prep: Remove protrusions, bumps and ridges by grinding or chipping. Repair, fill & level cracks, holes, depressions, rough or chipped areas of substrate. Slab to have a light broom finish (hand troweled finish, or power finish. Not a burned power, troweled finish) when tile is installed.

7.4.7 If planning on recessing slabs to accommodate for the 3/8" tile depth, then you should target a ¼" max recess. This will help avoid raised drains, floor jets, and adjacent surfaces once Life Floor is installed. On-site installers can grind concrete down around these areas to balance out the height if needed, but raising the level of the concrete is more costly.

Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.

7.5 Floor Preparation:

7.5.1 The substrate needs to be cleaned from all dirt and debris.

7.5.2 The substrate needs to be dry with a relative humidity of less than 90 %. Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.

7.5.3 The substrate must be well intact (ie: not crumbling or chipping up). If the substrate is not intact then grinding or skim coating the floor may be required.

7.5.4 The substrate should be relatively smooth. A light broom finish surface is ideal. Very rough surfaces with high and low areas may not allow for enough surface area to come in contact with the substrate and could negatively affect the adhesion.

7.5.5 Ensure the substrate properly drains

7.5.6 Failure to properly prepare the substrate will affect the adhesion and may result in installation failure.

7.6 Includes:

- Weather permitting; project to be completed in approximately *(To Be Determined <estimated 550 hours>)* weeks when the attraction is out of operation utilizing a 7-day work week.

TO BE PROVIDED BY OTHERS/EXCLUSIONS

a. Modifications if any to the pool.
b. Temporary utilities. Fresh water supply for our use within 30 yards of waterslide work area. Dumpster.
c. Special inspections, notices, steel fabrication inspections, concrete/steel material testing, soils testing.

d. To perform submissions to building authorities and obtain necessary building permits.
e. To obtain all licenses, permits and bonding, if required and make all submissions as required by local authorities.
f. To provide all 3rd party inspections as required by local authorities.
g. It is understood that sufficient resources and access will be supplied to WhiteWater to complete the work in the specified duration.
h. To provide continuous access for workers for the duration of the term of the contract, and if technicians or work crews must make additional trips due to unforeseen delays the costs for return trips are reimbursable at actual cost.
i. To provide pool, slide and play structure water drainage as required for continuous work flow.
j. Where a specific number of days are provided for in a quotation, it is assumed to include for two days of travel so actual on-site days will be adjusted accordingly.
k. To provide 240 x 60 amps and 120 x 30 amp electrical supplies at convenient locations within 100 ft. of work area throughout the job site to enable crews to perform the work.
l. To provide adequate access to the site and locations of actual work for trucks, cranes, forklifts man lifts, scaffold and other equipment necessary to perform the work.
m. To provide adequate area for equipment and for storage of the equipment, convenient to the site and close to the final position of the equipment.
n. To provide adequate protection for the equipment against paint over-spray, debris, concrete spatter or misuse by other trades during the completion of the project.
o. To provide adequate security to protect the construction materials, tools and equipment during the project.
p. Dispose of all waste materials.
q. The owner agrees to grant additional time to the schedule at no cost to WhiteWater for delays due to inclement weather, equipment malfunctions, shipping delays or other schedule impacts beyond the control of WhiteWater or the owner.
r. Purchaser agrees to allow WhiteWater to utilize photos and statements to promote and market at its discretion
s. Any other expenses not specifically defined in WhiteWater's obligations.
t. Substrate repairs and leveling is NOT included; if required, Change Work Order will be issued.
u. Whitewater shall not be held responsible for any damage to underground services that have not been identified prior to works commencement.
v. Any costs associated with locating, removing or rerouting any existing services.

NOTE: It is agreed that WhiteWater West Ind. shall be permitted to process our work without interruption or delay. The purchaser herby agrees that WhiteWater West Ind. will be reimbursed in full for all costs associated with any delays. These reimbursable include, but are not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

Appendix 3 **On-Site Services - Specifications**

On-Site Services	Seller	Purchaser	Reference
Installation of WhiteWater supplied equipment		■	
Installation Advisory Services of WhiteWater designed equipment	■		IAS
Items that are the responsibility of the Purchaser or their Agents		■	PRC
Commissioning services	■		CS

IAS

SPEC-IAS
Specification – Installation Advisory Service

WhiteWater agrees to provide one (1) Install Advisor to advise others in the installation of the WhiteWater supplied equipment, as follows:

1. To ensure the work will be performed in accordance with WhiteWater's engineering drawings and specifications
2. Follow commonly accepted principles of good workmanship
3. Providing an initial inventory of all WhiteWater supplied materials delivered to the site
4. Advising the client's installation contractor on best installation practices specific to our supplied products
5. Advise the owner if the equipment is not being installed as per WhiteWater's engineering drawings and specifications and industry standards
6. Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule
7. Advise the installation contractor on the sequencing of work to ensure the most expeditious install of materials
8. Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between owner and WhiteWater
9. The following conditions apply to the specified duration of man days included in the contract:
   - 9.1 Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration.
   - 9.2 In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.
   - 9.3 If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of $1000 USD/day, plus actual expenses (local transportation, lodging, meals).
   - 9.4 If the Install Advisor must leave the project site for reasons caused by the Purchaser or others, then all costs for return trips are reimbursable by the Purchaser.
10. To provide and pay for travel to the project site, local travel, lodging and meals for the Installation Advisor for the duration specified herein.

The Purchaser agrees to provide to WhiteWater at its own cost, the following:

1. Labour, materials, and equipment required to complete the installation of WhiteWater supplied equipment. It is understood that sufficient qualified resources will be supplied to complete the work within the specified duration of the Installation Advisory Services.
2. A qualified foreman responsible for providing the means and methods of assembling complex steel and fiberglass structures and directing the crew.

PRC Purchaser Requirements – Construction (PRC)

The Purchaser agrees to provide at its own cost, the following (but not limited to):

1. Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.
2. All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.
3. Building and sealing of building wall penetrations or enclosures, if required.
4. All slabs on grade for shutdown lanes and / or pool decks.
5. Detailed design and construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc.
6. The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.
7. All concrete work on tower platforms, stairways and walkways
8. Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.
9. Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel or tower steel.
10. Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment.
11. Adequate water and electrical supplied within reasonable access to the work area for construction activities.
12. Adequate toilet facilities within reasonable access to the work area.
13. Adequate waste disposal containers.
14. All buildings, mechanical rooms, change rooms etc. as required for the project.
15. Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.
16. Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.
17. Any other expenses not specifically defined in WhiteWater's obligations.

CS SPEC-CS Specification – Commissioning Services

WhiteWater agrees to:

1. Test the WhiteWater supplied equipment.
2. Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.
3. Provide basic training for operation and maintenance of WhiteWater supplied equipment.

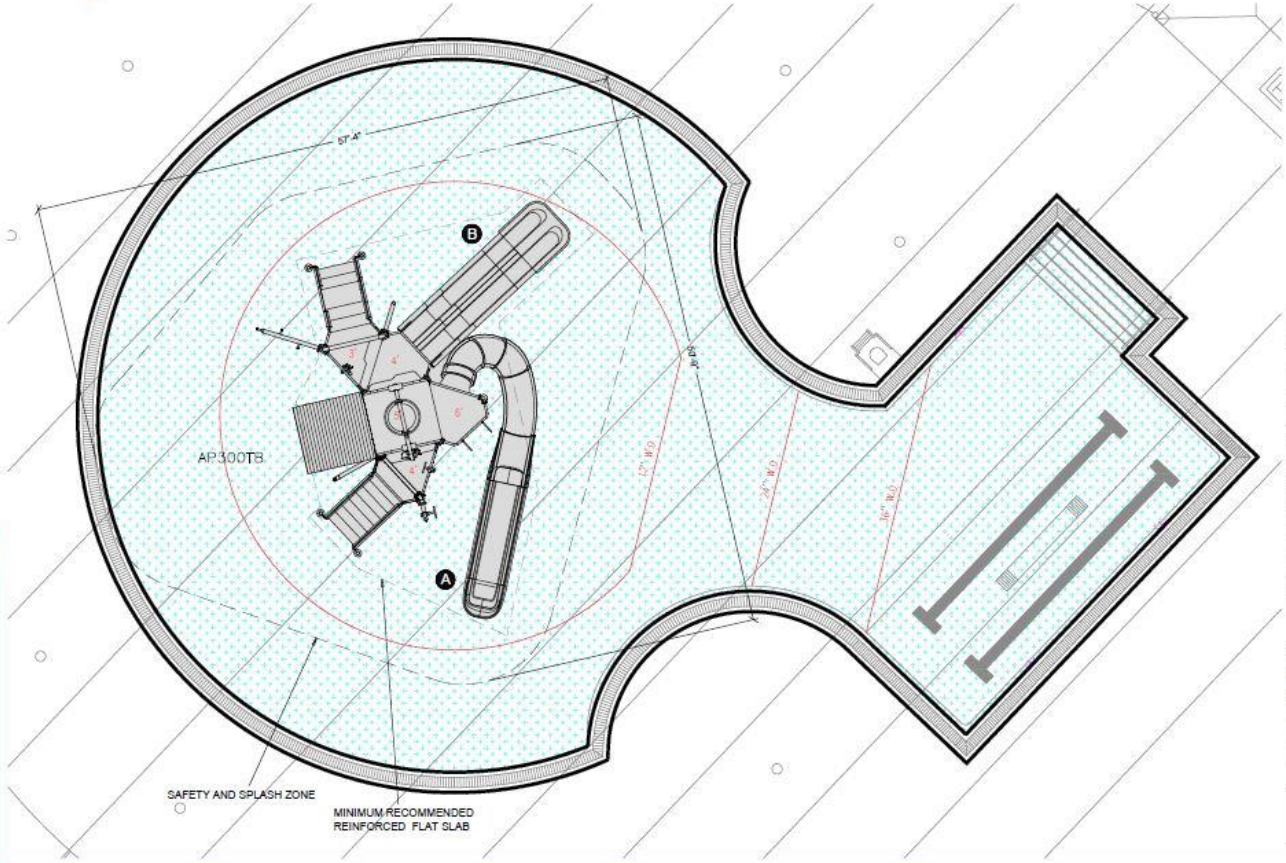
The Purchaser agrees that:

1. All mechanical systems and structures required to operate the ride will be complete
2. All electrical systems required to power and control the ride will be operable
3. At its expense, purchaser will make available in advance of testing, filtered and treated water compliant to NSPI industry standard (3 PPM chlorine levels) and following the requirements in the PHTA (Pool & Hot Tub Alliance) Certified Pool Operator manual.
4. If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.

Appendix 4 **Indicative Preliminary Design included**

Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.

Gauche Park Aquatic - AP Replacement
Yuba City, California, United States



Features	Qty
Arching / Down Jets (9 jets)	2 (18)
* Bubbler Jets	1 (4)
* Hose Jets	2
* Arching Jets (9 jets)	1 (9)
* Peacock Arching Jets (9 jets)	1(9)
* Pipe Falls	1
* Pull Ropes	3
Tipping Bucket (600L)	1
* Tipping Cone	1
Umbrella Jets	1
* Water Guns	1
Water Slides	2
Total Play Features	**17**
Total Features Including Jets	**52**
* Indicates Interactive Features	

		LENGTH(ft)	HEIGHT(ft)	VEHICLE
A	AquaTube	35.0	6.0	Body Slide
B	Mini Multi-Lane	19.7x2	4.0	Kids

MAXIMUM WATER DEPTH : 12"
SLIDE PATH MODEL ID : AP300TB
PROJECT ENVIRONMENT : OUTDOOR

AQUAPLAY STANDARD
MODEL AP300TB PLAN VIEW

44407 SK-4

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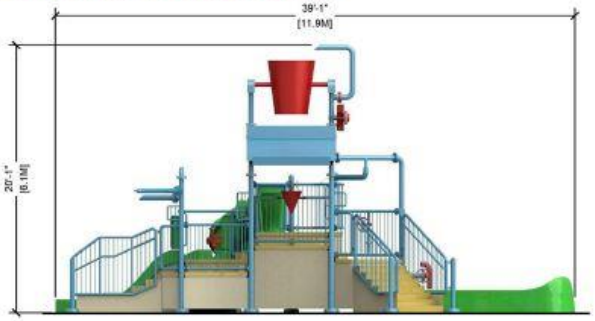
Model: AP300TB
Date: May 28, 2021
Designer: H.B.
Drafter: K.L.
Scale: 1"=10'-0"
Page: 1 OF 2

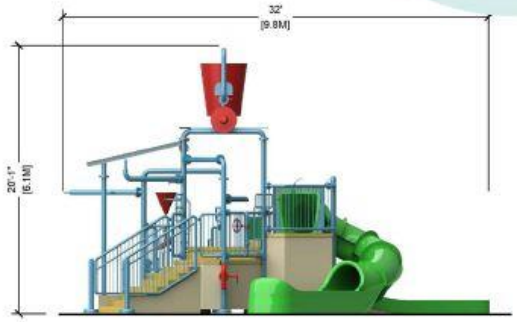
SCALE 1"=10'
0 10 20 FEET

WHITEWATER. EST. 1980

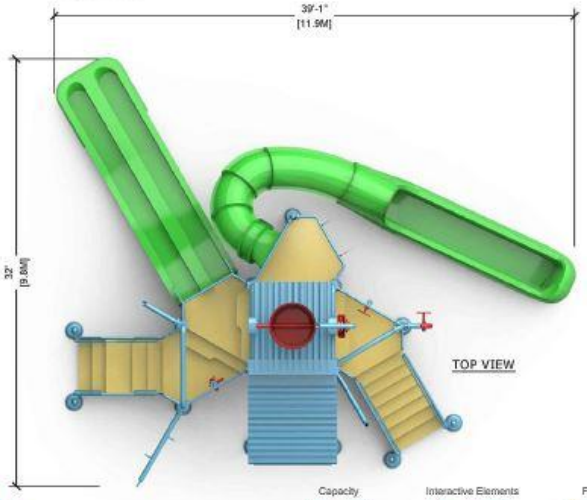
Gauche Park Aquatic - AP Replacement
Yuba City, California, United States



FRONT VIEW



SIDE VIEW



TOP VIEW

ISO VIEW

Capacity: 140 Instantaneous

Interactive Elements: 53

Footprint: 1,320 ft² 119.79 m²

Pump Number	Pump Requirement	Suction Pipe	Discharge Pipe	Main Drain v<1.5ft/s, opening>40%	Stub-up Size and Qty
1	800 gpm (50.0 L/S) x 35 ft (10.7 m) x 10 hp (7.5 kw)	8" (200)	6" (150)	18" x 18" (450 x 450) x 2 grates	6" (150) x 1 pipes

Approx. Pool Area		Unit Size (LxWxH)		Elevated Play Area		Instantaneous Capacity			Approx. Weight		Shipping Volume
(sq. ft)	(sq. m)	(ft)	(m)	(sq. ft)	(sq. m)	Pool	Structure	Total	(lbs)	(kg)	No. of containers
2215	206	40 x 33 x 20	12.1 x 9.9 x 6.1	194	18	111	29	140	9047	4104	1

44407 SK-4

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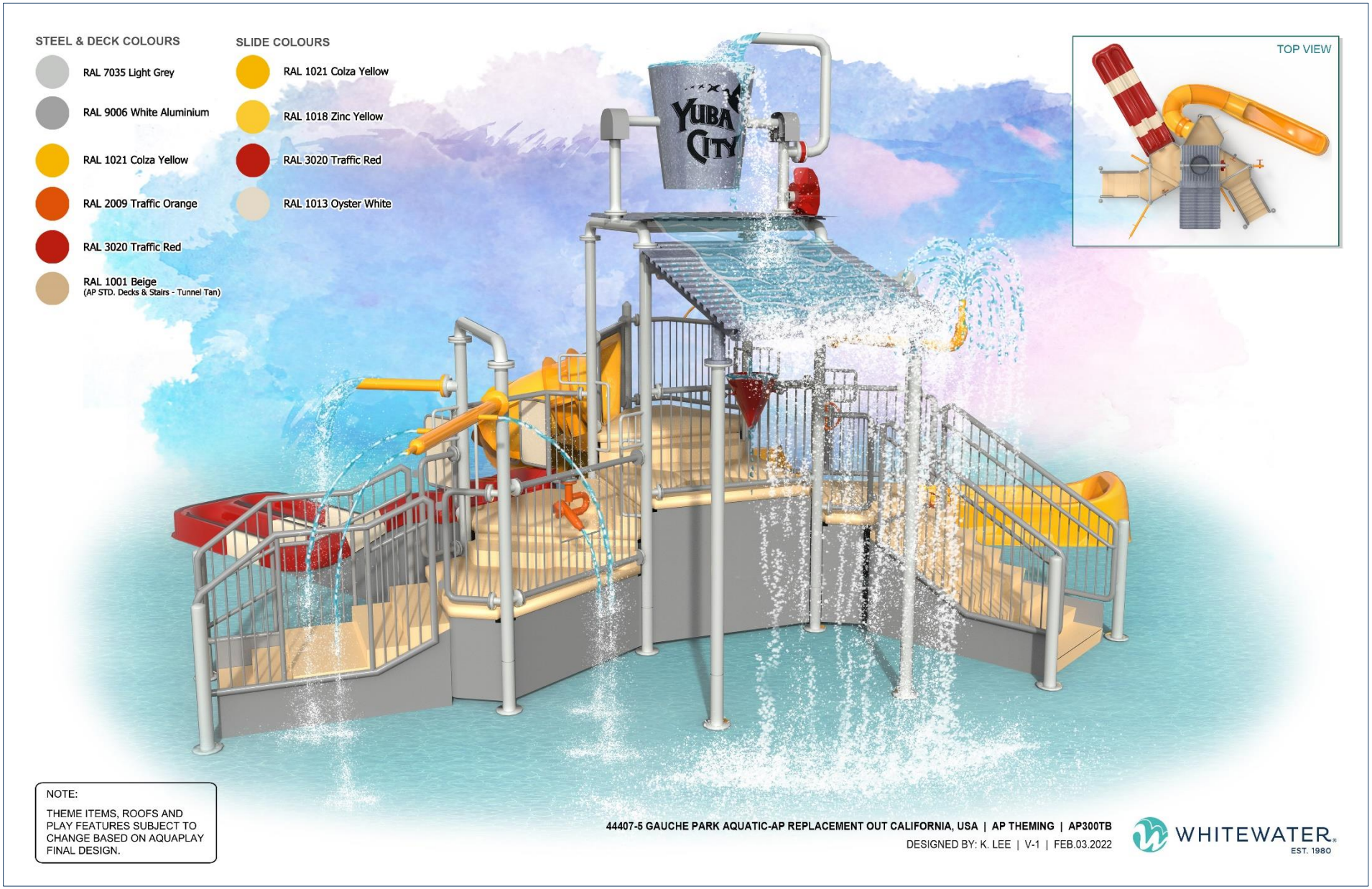
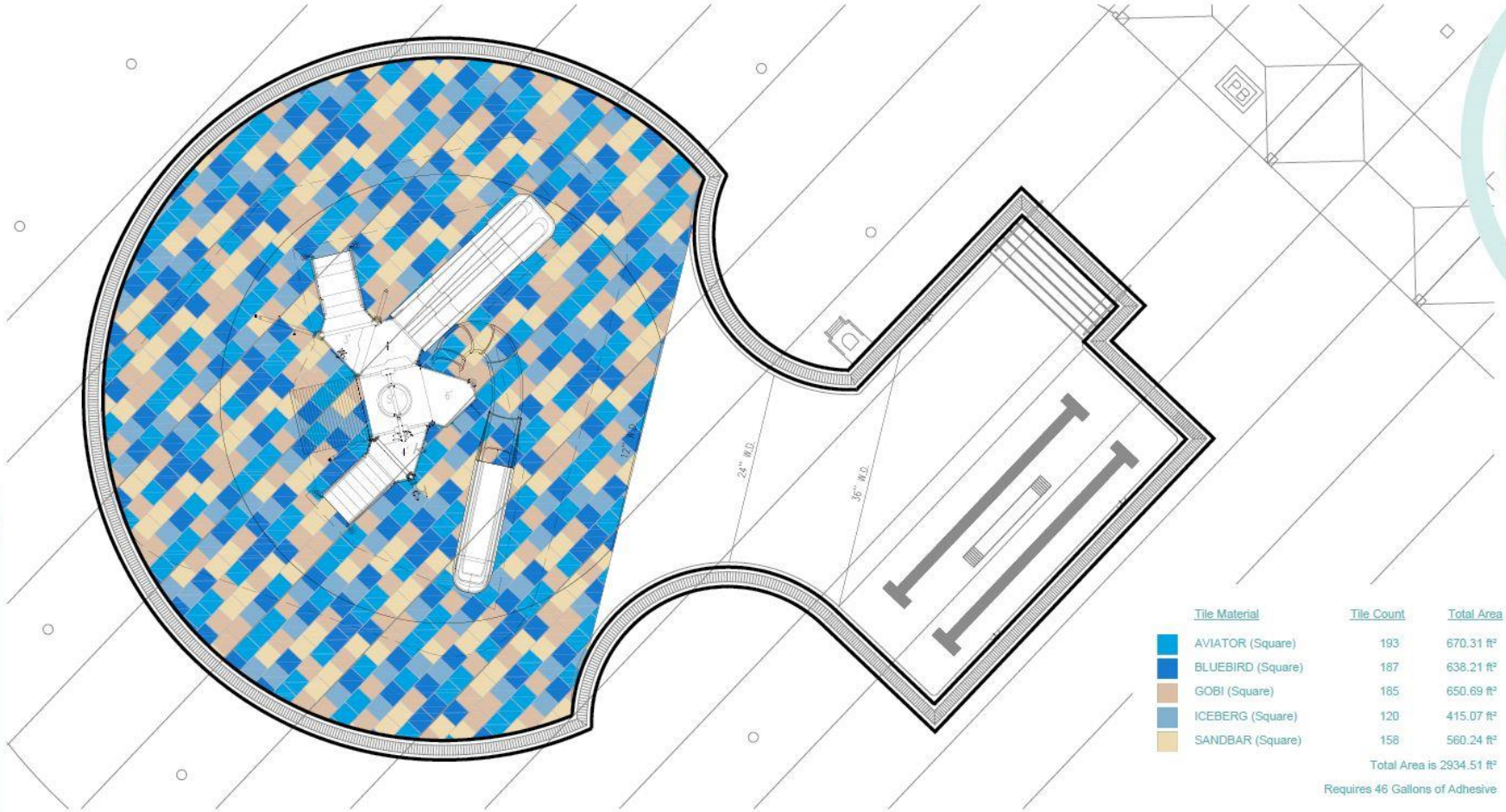
Model: AP300TB
Date: May 26, 2021
Designer: H.B.
Drafter: K.L.
Scale:
Page: 2 OF 2

WHITEWATER. EST. 1980


STEEL & DECK COLOURS
RAL 7035 Light Grey
RAL 9006 White Aluminium
RAL 1021 Colza Yellow
RAL 2009 Traffic Orange
RAL 3020 Traffic Red
RAL 1001 Beige
(AP STD. Decks & Stairs - Tunnel Tan)
SLIDE COLOURS
RAL 1021 Colza Yellow
RAL 1018 Zinc Yellow
RAL 3020 Traffic Red
RAL 1013 Oyster White
YUBA CITY
TOP VIEW
NOTE:
THEME ITEMS, ROOFS AND PLAY FEATURES SUBJECT TO CHANGE BASED ON AQUAPLAY FINAL DESIGN.
44407-5 GAUCHE PARK AQUATIC-AP REPLACEMENT OUT CALIFORNIA, USA | AP THEMING | AP300TB
DESIGNED BY: K. LEE | V-1 | FEB.03.2022
WHITEWATER
EST. 1980

Gauche Park Aquatic - AP Replacement
Yuba City, California, United States



Tile Material	Tile Count	Total Area
AVIATOR (Square)	193	670.31 ft²
BLUEBIRD (Square)	187	638.21 ft²
GOBI (Square)	185	650.69 ft²
ICEBERG (Square)	120	415.07 ft²
SANDBAR (Square)	158	560.24 ft²

Total Area is 2934.51 ft²

Requires 46 Gallons of Adhesive

44407 SK-6B

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Model:	LIFEFLOOR	Drafter:	K.L.
Date:	Feb 03, 2022	Scale:	1"=10'-0"
Designer:	K.L.	Page:	1 OF 1

The costs for Life Floor are based on the layout and materials needed to complete this design. Changes in colour, size, or layout could result in a change in cost.

SCALE 1"=10'
0 10 20 FEET

WHITEWATER. EST. 1980

Appendix 5 **Preliminary Schedule**

PROJECT NUMBER: **44407-6**	PROJECT NAME: **Gauche Park Aquatic - AP Replacement**	PROJECT LOCATION: **Yuba City, CA, USA**	BELOW INFO REQUIRED BY: **TBD**

The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Purchaser's initial _____

1.	**GENERAL REQUIREMENTS (all projects)**
Item	Requirement
a.	Clearly Defined Scope (some examples of information needed are in bullet point below) ▪ Client-approved Statement of Work (what we are contractually obligated to provide/supply) ▪ Final client approved SK drawings ▪ Defined project design code(s) ▪ Defined 3rd party review (if a review is required, who will conduct it & to what standard) ▪ Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) ▪ Client specific design requirements ▪ Customization requested by client
b.	CAD site layout with the following: ▪ Defined elevations ▪ Site coordinate system ▪ Site Boundaries and limiting envelopes ▪ Utilities and easements needing to be taken into account
c.	Geotechnical Report (soils report)
d.	Climatic report (seismic/wind/climate)
e.	Approved theming design
NOTES	

2.	**PROJECTS INVOLVING POOLS**
Item	Requirement
a.	Final pool plan (when pools are a part of the project) ▪ Deck Plan ▪ Deck elevations ▪ Water levels ▪ Pool layout ▪ Pool Wall cross sections at WWI product interfaces

3.	**PROJECT INVOLVING AQUAPLAY**
Item	Requirement
a.	Pool layout including contours, cross section and flat area under the attraction.

Purchaser has reviewed the Work Schedule Purchaser's initial _____

Schedule is to follow.

Appendix 6 **Purchase Price Breakdown**

Pricing Table		
AquaPlay AP-300TB (SK-4)		
DESIGN SERVICES (ENGINEERING)	**AMOUNT**	
Design	$10,292	
SUBTOTAL		**$10,292**
EQUIPMENT SUPPLY	**AMOUNT**	
AquaPlay (with Theming)	$143,025	
Engineer's Design Review and Site Survey	$16,315	
Freight	$10,111	
SUBTOTAL		**$169,451**
ON-SITE SERVICES	**AMOUNT**	
Installation Advisory	$11,185	
SUBTOTAL		**$11,185**
	Aqua Play TOTAL	**$190,928**
	Life Floor on AP unit with installation TOTAL	**$9,763**
	Life Floor under AP unit (SK-6B) with installation TOTAL	**$105,022**
GRAND TOTAL	**USD**	**$305,713**

*Prices above are exclusive of all sales taxes.

Appendix 7 **Insurance**

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating A.M. Best Co and Standard & Poor's)

Policy aggregate limits.

- General Aggregate $2,000,000
- Products and Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $2,000,000
- Damage to Rented Premises $2,000,000
- Each Occurrence $2,000,000
- Medical Expense Limit – Each Person $10,000
- Medical Expense Limit – Each Accident $25,000
- Non-Owned Automobile Liability $2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the Insured's products.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation ..... Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident $1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee $1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit $1,000,000
- US Longshoreman and Harbor Workers' Compensation Act $1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate $8,000,000
- Each Occurrence $8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

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

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

PRODUCER

BFL CANADA Insurance Services Inc.
Suite 200 - 1177 West Hastings Street
Vancouver, BC V6E 2K3

CONTACT NAME: George Lagaditis
PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316
E-MAIL ADDRESS: glagaditis@bflcanada.ca

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	
INSURER B : Arch Insurance Canada Ltd.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Whitewater West Industries Ltd.
a/o Whitewater West Industries Inc. a/o FlowRider Inc.
180-6651 Fraserwood Place
Richmond, BC V6W 1J3

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB1-B71-170574-011 / 1000122366-15	11/30/2021	11/30/2022	EACH OCCURRENCE	$2,000,000 USD
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$2,000,000 USD
							PRODUCTS - COMP/OP AGG	$2,000,000 USD
							Non-Owned Automobile Liability	$2,000,000 USD
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000047349-15	11/30/2021	11/30/2022	EACH OCCURRENCE	$5,000,000 USD
							AGGREGATE	$5,000,000 USD
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability (Per Occurence)			UFP 0060828-04	11/30/2021	11/30/2022	$3,000,000 USD	Each Occurrence and in the Aggregate in Excess of the underlying Umbrella Liability Limits

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

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
BFL CANADA Insurance Services Inc.

Per: G. Lagaditis

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ACORD 25 (2014/01) **The ACORD name and logo are registered marks of ACORD**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	**As required by written contract or written agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	**As required by written contract or written agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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Liberty Mutual. INSURANCE

Endorsement No. 36

WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Notwithstanding Condition 15. **Subrogation of SECTION VIII – CONDITIONS**, the Insurer waives any right of recovery that it may have against any indemnitee of the "Insured" under the terms of an "insured contract" for payments the Insurer makes for injury or damage arising out of the "Insured's" operations or the "Insured's work".

2. This Endorsement only applies to a person or organization with whom/which the "Insured" has executed an "insured contract" prior to the happening of an "occurrence".

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020
Date

Update: 01.12

1 | 1

Commercial General Liability Policy

Liberty Mutual Insurance Company

Liberty Mutual. INSURANCE

Endorsement No. 23

NON-OWNED AUTOMOBILE

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

This policy provides coverage for loss or damage arising out of the use or operation of any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", and resulting from "bodily injury" or "property damage" provided always that the Insurer will not be liable:

(a) for any liability which arises out of the use or operation of any "automobile" while personally driven by the "Insured" if the "Insured" is an individual, or

(b) *for liability imposed upon or assumed by the "Insured" under any Worker's Compensation Statute or for assessment by any Worker's Compensation Board, except, claims arising out of the liability imposed upon the "Insured" at common law as extended by statute for injuries to employees of the "Insured". This exclusion shall not apply to claims arising out of any liability assumed by the "Insured" under contract;

*not applicable in the province of Ontario.

(c) for loss or damage to property carried in or upon an "automobile" personally driven by any "Insured" or to any property owned or rented by, or in the care, custody or control of any such person; or

(d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

(i.) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and

(ii.) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER

The "Insured" will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

Liberty Mutual. INSURANCE

GENERAL PROVISIONS AND DEFINITIONS

1. **ADDITIONAL INSUREDS**
The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

(a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
(b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or, in part by or licensed in the name of such additional insured person.

2. **HIRED AUTOMOBILES**
The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. **TWO OR MORE AUTOMOBILES**
When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020
Date

Update: 01.12

Liberty Mutual. INSURANCE

Endorsement No. 25

POLLUTION EXCLUSION
LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Exclusion 16. **Pollution Liability** of **SECTION VI – EXCLUSIONS** is deleted in its entirety.

2. This insurance does not apply to:

   (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants":

   (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Insured";

   (ii) at or from any premises, site or location which is or was at any time used by or for any "Insured" or others for the handling, storage, disposal, processing or treatment of "waste";

   (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as "waste" by or for any "Insured" or any person or organization for whom any "Insured" may be legally responsible; or

   (iv) at or from any premises, site or location on which any "Insured", contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations:

   a. if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "Insured", contractor or subcontractor; or

   b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants"; and

   (b) any loss, cost or expense arising out of any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants", unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.

3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to "bodily injury" or "property damage" caused by:

(a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or

(b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
(ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
(iii) is reported to the Insurer within 120 hours of being detected; and
(iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".

4. As used in this Endorsement:

(a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste"; and

(b) "waste" includes materials to be recycled, reconditioned or reclaimed.

5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";

(b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and

(c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence".

Policy Period Aggregate Limit:	$2,000,000
Deductible:	$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020
Date

Update: 01.12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

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

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

PRODUCER		
Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116	CONTACT NAME: Hillary Parker PHONE (A/C, No, Ext): (403) 663-2807 FAX (A/C, No): E-MAIL ADDRESS: hillary.parker@libertymutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Insurance Company of Wausau	
INSURED	INSURER B:	
Whitewater West Industries Inc. a/o Whitewater West Industries Ltd.; a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC-B71-170574-031	11/30/2021	11/30/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers Compensation includes coverage for all states of the USA, excluding Monopolistic states.

Employers Liability includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states.)

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: H Parker

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of $50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-029 Effective Date Premium $

Issued to Whitewater West Industries Inc.

WC 00 03 13
Ed. 04/01/1984

© 1983 National Council on Compensation Insurance.

Liberty Mutual. INSURANCE

SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- **Coverage: Commercial General Liability**

Insurer:	Liberty Mutual Insurance Company
Policy Number:	1000122366-14
Policy Period:	11/30/2020 to 11/30/2021
Limits:	
Each Occurrence:	USD $2,000,000
General Aggregate - Other than Products/Completed Ops:	USD $5,000,000
Products/Completed Operations Aggregate:	USD $2,000,000
Personal Injury & Advertising Injury:	USD $2,000,000
Employee Benefits:	USD $2,000,000
Tenants Legal Liability:	USD $2,000,000
Non-Owned Automobile Liability:	USD $2,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	AD9861
Policy Period:	5/16/2020 to 5/16/2021
Limits:	
Third Party Liability:	CAD $3,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	02789V
Policy Period:	11/8/2020 to 11/8/2021
Limits:	
Third Party Liability:	CAD $2,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	06816X
Policy Period:	11/15/2020 to 11/15/2021
Limits:	
Third Party Liability:	CAD $5,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia

Policy Number:	19006X
Policy Period:	11/20/2020 to 11/20/2021
Limits:	
Third Party Liability:	CAD $5,000,000

- **Coverage: Foreign Employer's Liability (United States of America)**

Insurer:	Employers Insurance Company of Wausau
Policy Number:	WCC-B71-170574-020
Policy Period:	7/31/2020 to 7/31/2021
Limits:	
Each Accident:	USD $1,000,000
Aggregate - Disease:	USD $1,000,000
Each Employee - Disease:	USD $1,000,000
Description:	US-EL Liberty Mutual Insurance.

- **Coverage: Foreign Employer's Liability**

Insurer:	Chubb Insurance Company of Canada
Policy Number:	ADV6453023
Policy Period:	11/30/2020 to 11/30/2021
Limits:	
	Bodily Injury by Accident:
	CAD $1,000,000 Each Accident
	Bodily Injury by Disease:
	CAD $1,000,000 Each Employee
	Bodily Injury by Disease:
	CAD $1,000,000 Policy Limit

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

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PRODUCER

BFL CANADA Insurance Services Inc.
Suite 200 - 1177 West Hastings Street
Vancouver, BC V6E 2K3

CONTACT NAME: George Lagaditis
PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316
E-MAIL ADDRESS: glagaditis@bflcanada.ca

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Whitewater West Industries Ltd.
a/o Whitewater West Industries Inc. a/o FlowRider Inc.
180-6651 Fraserwood Place
Richmond, BC V6W 1J3

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Claims Made)			PLVAAAW95R009	11/30/2021	11/30/2022	Each Covered Incident Aggregate Limit	$2,000,000 USD $2,000,000 USD

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

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
BFL CANADA Insurance Services Inc.

Per: G. Lagaditis

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WHITEWATER®

EST. 1980

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Middle East Office (Dubai)
+971 (0) 4 422 9318

Europe Office (Munich)
+49 89 904 2282 30

EXHIBIT C
INSURANCE REQUIREMENTS FOR MOST CONTRACTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability: C**overing any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG

20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

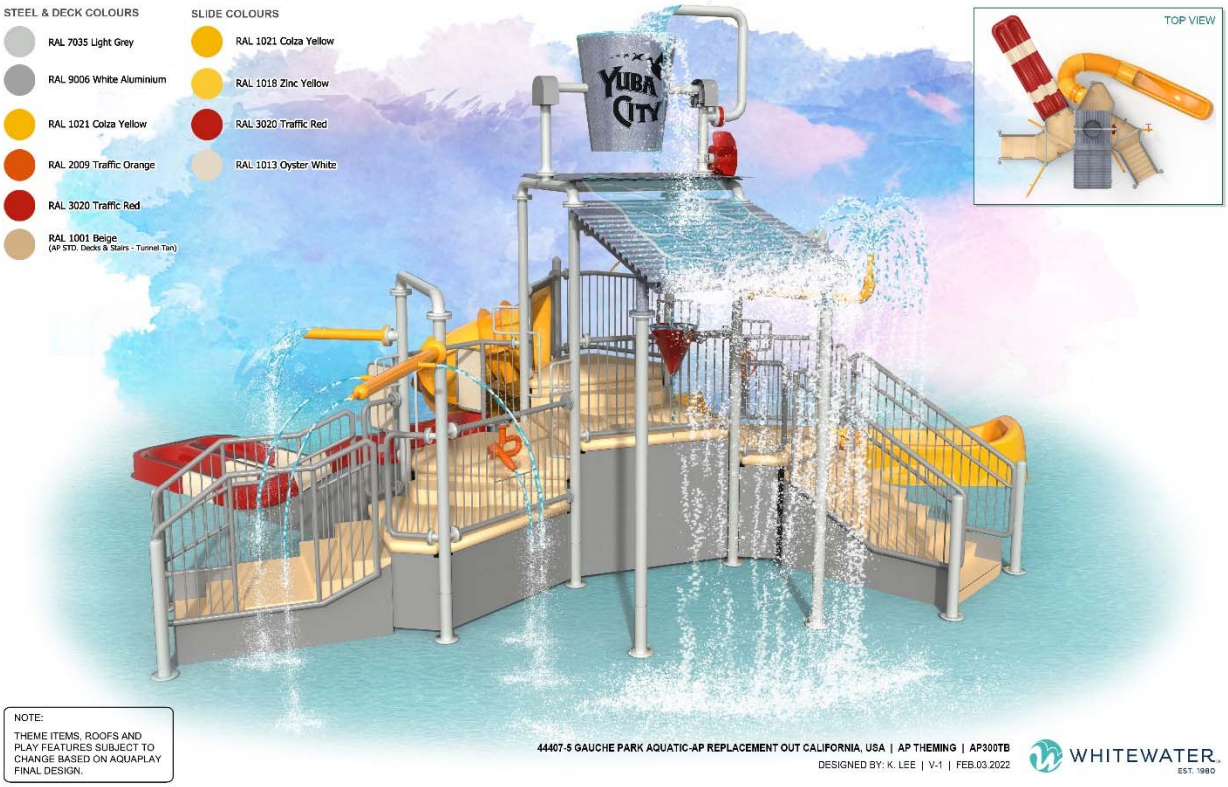
Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: *Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

ATTACHMENT 2

ATTACHMENT 3


STEEL & DECK COLOURS
RAL 7035 Light Grey
RAL 9006 White Aluminium
RAL 1021 Colza Yellow
RAL 2009 Traffic Orange
RAL 3020 Traffic Red
RAL 1001 Beige
(AP STD. Decks & Stairs - Tunnel Tan)
SLIDE COLOURS
RAL 1021 Colza Yellow
RAL 1018 Zinc Yellow
RAL 3020 Traffic Red
RAL 1013 Oyster White
YUBA CITY
TOP VIEW
NOTE:
THEME ITEMS, ROOFS AND PLAY FEATURES SUBJECT TO CHANGE BASED ON AQUAPLAY FINAL DESIGN.
44407-5 GAUCHE PARK AQUATIC-AP REPLACEMENT OUT CALIFORNIA, USA | AP THEMING | AP300TB
DESIGNED BY: K. LEE | V-1 | FEB.03.2022
WHITEWATER
EST. 1980

Agenda Item **4**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

---

Summary

Subject: Faith Court Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with Faith, LLC, a California Limited Liability Company providing for public improvements associated with the Faith Court Subdivision Map, approving the Faith Court Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located south of Monroe Road and approximately 800 feet east of Royo Ranchero Drive)

Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

---

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Faith Court Subdivision development.

Council's Strategic Goal:

Executing a subdivision agreement, approving a final map, and accepting dedications does not directly meet one of the Council's Strategic Goals. These actions are necessary to comply with the Subdivision Map Act and City policy to facilitate the private development project.

Background:

On March 24, 2021, the Planning Commission approved Tentative Map SM 20-01, Faith Court Subdivision, to subdivide 4.0 acres into 17 single family residential parcels located south of Monroe Road and east of Royo Ranchero Drive (Attachments 2 and 3). The proposed lot sizes range from 7,032 square feet to 18,537 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on March 24, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on Attachment 3. Road dedications include portions of the right-of-way of Monroe Road, and a small northerly portion of the right-of-way of Faith Court, which is a cul-de-sac.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees totaling $45,069.25.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Faith Court Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with Faith, LLC, a California Limited Liability Company, providing for public improvements associated with the Faith Court Subdivision Map, approving the Faith Court Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located south of Monroe Road and approximately 800 feet east of Royo Ranchero Drive).

Attachments:

1. Resolution - Faith Court Subdivision (Subdivision Agreement and Final Map Approval)
2. Location Map Faith Court

Prepared By:	Submitted By:
Kevin Bradford	Diana Langley
Deputy Public Works Director – Engineering	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A SUBDIVISION AGREEMENT WITH FAITH, LLC FOR THE FAITH COURT SUBDIVISION, APPROVING THE FAITH COURT SUBDIVISION FINAL MAP SUBDIVIDING LAND INTO 17 PARCELS TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL BUILDINGS, AND ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN THEREON

WHEREAS, Faith, LLC, a California Limited Liability Company ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Faith Court Subdivision" ("final map"), pursuant to approved Tentative Map for Faith Court Subdivision ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with subdivider, approve the final map, and accept all dedications thereunder.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with Faith, LLC, a California Limited Liability Company attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.

b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.

c. The final map is in conformance with the General Plan and any applicable specific plan(s).

d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit “A” – Subdivision Agreement
Exhibit “B” – Final Map (Faith Court, City of Yuba City)

EXHIBIT “A”

WHEN RECORDED MAIL TO:

City Clerk
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF FAITH COURT SUBDIVISION
(Regarding Tentative Map No. 20-01, Faith Court Subdivision)

THIS AGREEMENT is made this _____ day of _____ 2022, by and between the **City of Yuba City,** a general law city, hereinafter referred to as "City," and **Faith, LLC, a California Limited Liability Company**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

> Lots 1 through 17 and Parcel A, inclusive, of the Final Map of Faith Court Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 20-01 dated March 24, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed

and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:

a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.

b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-04, dated March 24, 2021 attached as Exhibit A and incorporated by reference.

c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by

Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Faith Court Subdivision (City Drawing No. 5419-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-04, dated March 24, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance.

Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the

City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of $395,131.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of $395,131.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of $197,565.50 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of $39,513.10 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty

of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs “a” and “b” of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City’s Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury and $1,000,000 aggregate for products and completed operations, and $1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a

minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements

shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their

respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 20-01 dated March 24, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statue or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

****

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

By:_____
Diana Langley, City Manager

ATTEST

By:_____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By:_____
Shannon L. Chaffin,
City Attorney

SUBDIVIDER

Faith, LLC, a California
Limited Liability Company

By:_____
Kurt G. Hilbers

Dated:_____

*(*Attach Notary Acknowledgments*)

Attachments:

Exhibit A: Planning Commission Resolution No. PC 21-04 – Conditions of Approval
Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

PLANNING COMMISIION RESOLUTION NO. PC 21-04

CONDITIONS OF APPROVAL

PLANNING COMMISSION RESOLUTION NO. PC21-04

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) APPROVING TENTATIVE SUBDIVISION MAP (TSM) 20-01, FAITH COURT SUBDIVISION, CREATING 17 SINGLE-FAMILY RESIDENTIAL PARCELS ON 4.0 ACRES, LOCATED ON THE SOUTH SIDE OF MONROE ROAD, APPROXIMATELY 800 FEET EAST OF ROYO RANCHERO DRIVE (ASSESSOR'S PARCEL NUMBERS 62-042-001 THROUGH 010 & 012).

WHEREAS, the City received a Tentative Subdivision Map (TSM) application for this property to subdivide the approximately 4.0-acre property. TSM 20-01 would create 17 single-family residential lots. The new single-family residential lots will be provided full City services.

WHEREAS, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, the Planning Commission reviewed related Environmental Assessment 20-01 considering a Mitigated Negative Declaration (MND) prepared for the project, which provided mitigations to reduce significant impacts to less than significant; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision was consistent with the General Plan and Zoning Regulations; and

WHEREAS, the City published a legal notice and a public hearing notice was mailed to each property owner within at least 300 feet of the project site in compliance with State law concerning the Planning Commission's consideration on March 24, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 24, 2021 and considered all of the project and environmental information presented by staff, public testimony and all of the background information.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Yuba City resolves and orders as follows:

Environmental finding: The Planning Commission finds that an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, the Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment will occur. The specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration. With project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.

Subdivision Findings: None of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project:

1. The proposed tentative subdivision map is not consistent with the applicable general plan and specific plan.
2. The design and improvement of the tentative subdivision map is not consistent with applicable general and specific plans or adopted City standards.
3. That the site is not physically suited for the density of development.
4. That the site is not physically suited for the type of development.
5. That the design of the subdivision map or likely improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.
7. None of the findings in Section 6-9.601 of the Municipal Code is satisfied; or
8. That the design of the subdivision map or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Evidence for the Subdivision Findings:

1. The proposed 17 lots on 4.0 acres are designated in the General Plan as LDR which provides for a gross residential density range of 2 to 8 residences per acre. The density for this tentative map is 4.25 residences per acre, which is well within the General Plan density range standard. There are also no General Plan level streets directly impacted by this subdivision nor will the 17 new residences adversely impact the level of service for any General Plan streets. Therefore, there are no inconsistencies with the Circulation Element. The proposed 17 new residences are consistent with the Housing Element's call for more housing. The project is not within a specific plan.

2. As discussed in part 1. above, this residential land division meets all General Plan consistency requirements. The project is conditioned to meet all City development and improvement standards including water, wastewater and stormwater drainage systems, street cross-sections, streetscape landscaping, and parks. Each new lot exceeds the minimum lot size requirements of the R-1 Zone District.

3. The site is flat and has all City services available to it or, in the case of stormwater drainage, the system will be designed and constructed to connect to a larger drainage system operated by the Sutter County Water Agency that serves the greater area. The environmental document prepared for the project did not find any inadequacies of the property that would provide concerns for the development of the property.

4. The area where the proposed residential land division is located is designated by the General Plan for single-family residential development. As previously discussed, all City services will be brought to the property.

5. Based on the mitigated negative declaration prepared for this project, the project will not create any significant environmental impacts.

6. Every new lot will be connected to City water, wastewater and storm drainage systems, which will avoid public health problems.

7. The project satisfies the following findings:

   (a) The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

8. There are no known existing easements that will be adversely affected by this subdivision. The subdivision will be gated and served by private streets. The City will retain an easement within the subdivision for the City owned water line.

AND, BE IT FURTHER RESOLVED, that the Planning Commission, based on Environmental Assessment 20-01 and the list of identified mitigation measures, the Commission determines the project will not have a significant impact on the environment and adopts a Mitigated Negative Declaration for the project as well as the associated Mitigation Monitoring Program, and approves Tentative Subdivision Map 20-01, Faith Court Subdivision, as shown in **Exhibit A**, subject to the conditions of approval and mitigation measures as provided in **Exhibit B**.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on March 24, 2021, by Commissioner Doscher who moved its adoption, which motion was seconded by Commissioner Adams and carried by the following vote:

Ayes: COMMISSIONER DOSCHER, COMMISSIONER ADAMS, VICE CHAIRWOMAN SILLMAN, CHAIRWOMAN BLAKE

Noes:

Absent: COMMISSIONER BROOKMAN, COMMISSIONER DALE

Recused: COMMISSIONER SHAFFER

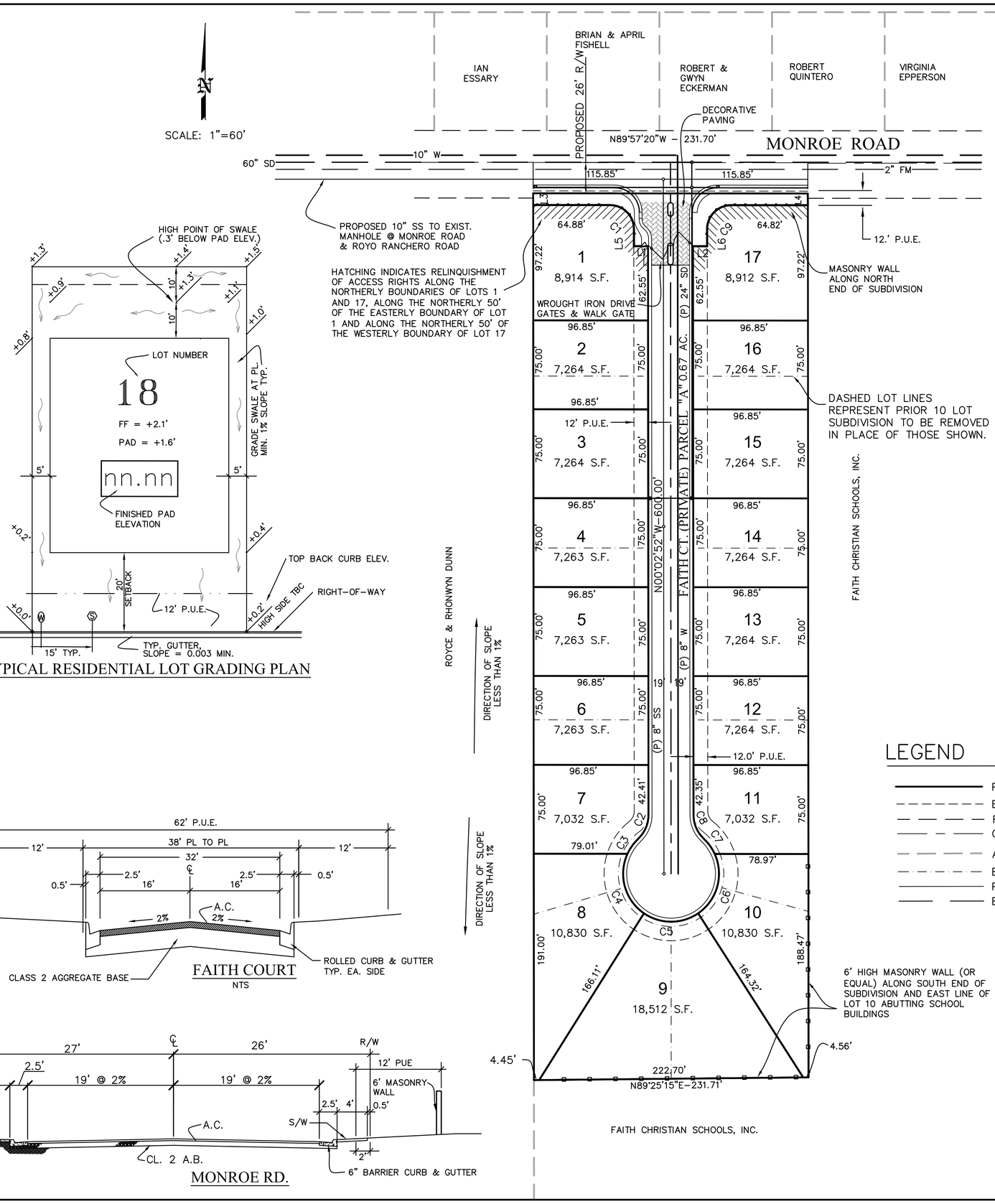
By order of the Planning Commission of the City of Yuba City.

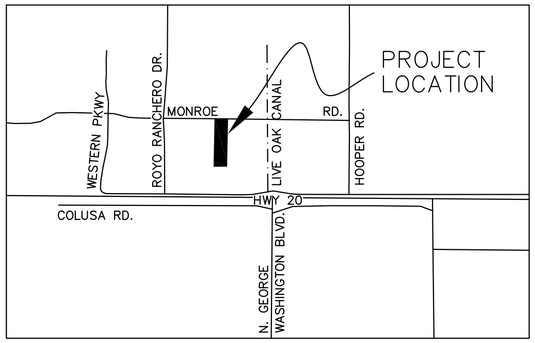
Michele Blake, Planning
Commission Chair

ATTEST:

Benjamin Moody, Secretary to the Planning Commission

Exhibits: A. Tentative Subdivision Map 20-01
B. Conditions of Approval and Mitigation Measures





VICINITY MAP

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°57'20"E	12.00'
L2	S89°57'20"E	12.00'
L3	N00°02'52"W	10.00'
L4	N00°02'52"W	10.00'
L5	S00°01'10"E	14.69'
L6	S00°01'10"E	14.63'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	20.00'	31.39'	89°56'10"
C2	27.00'	22.17'	47°02'26"
C3	40.50'	15.88'	22°27'46"
C4	40.50'	56.79'	80°20'20"
C5	40.50'	48.67'	68°51'05"
C6	40.50'	56.53'	79°58'38"
C7	40.50'	16.01'	22°39'11"
C8	27.00	22.17'	47°02'26"
C9	20.00'	31.45'	90°04'55"

LEGEND

- PROPERTY LINE
- EASEMENT
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED UNDERGROUND UTILITIES
- EXISTING UNDERGROUND UTILITIES

OWNER/SUBDIVIDER: HILBERS INC.
770 N. WALTON AVE.
YUBA CITY, CA 95993
(530) 673–2947

ENGINEER: LAUGHLIN AND SPENCE CIVIL ENGINEERS
JEFF W. SPENCE
1008 LIVE OAK BLVD.
YUBA CITY, CA 95991
(530) 671–1008

APN: 62–420–001,002,003,004,005,006,007,008,009,010.012

ACREAGE: 4.0 ACRES (GROSS)

ZONING: R1

WATER: CITY OF YUBA CITY

SEWER: CITY OF YUBA CITY

DRAINAGE: CITY OF YUBA CITY

FIRE PROTECTION: CITY OF YUBA CITY

PROPOSED IMPROVEMENTS: STREETS, CURB AND GUTTER, SIDEWALKS, STORM DRAIN, WATER, SANITARY SEWER, ELECTRIC, GAS, CABLE TELEVISION, STREET LIGHTING, TELEPHONE.

SLOPE: LESS THAN 1%

PRESENT USE: VACANT AG.

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

UTILITIES: PACIFIC GAS & ELECTRIC, AT&T, COMCAST

TOTAL LOTS CREATED: 17 + PRIVATE STREET

COMMUNICATIONS: OWNER, DEVELOPER, ENGINEER

EASEMENTS: EXISTING AS SHOWN; PROPOSED 10' P.U.E. ALONG ALL LOTS WITH STREET FRONTAGES.

STREET IMPROVEMENTS: PER YUBA CITY STANDARDS

NOTES:

1. ALL DIMENSIONS ARE PLUS OR MINUS.
2. STORM DRAIN PIPE SIZES ARE APPROXIMATE AND SHALL BE DETERMINED BY HYDRAULIC ANALYSIS.
3. ALL UTILITIES SHOWN ARE EXISTING UNLESS NOTED.
4. SUBDIVISION NOT WITHIN FLOOD INUNDATION ZONE.
5. RESIDENTIAL LOT IMPROVEMENTS SHOWN TO BE CONSTRUCTED PRIOR TO ASSOCIATED RECORDATION OF SUBDIVISION MAP.
6. RESIDENTIAL DEVELOPMENT WILL BE GATED.

TENTATIVE SUBDIVISION TRACT MAP

FOR

HILBERS INC.

BEING A PORTION OF S. 1/2 SECTION 18, T.15N., R.3E., M.D.B.&M.
COUNTY OF SUTTER, STATE OF CALIFORNIA

3–18–21

CITY OF YUBA CITY
CONDITIONS OF APPROVAL
& MITIGATION MEASURES
TENTATIVE SUBDIVISION MAP 20-01
MARCH 24, 2021

FAITH COURT
APNs: 62-420-001 through 62-420-010 & -012

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through tentative subdivision map review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability

or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.

2. The lot design on the subdivision map shall be designed in conformance with TSM 20-01, in accordance with City Standards, and as approved by the Planning Commission.

3. The development and operation of the project shall comply with all CEQA mitigation measures identified in Environmental Assessment 20-01 dated March 4, 2021.

4. To help contain fugitive dust, construction sites shall be watered down by the Developer during the construction phase of the project or as directed by the Public Works Department.

5. Paved streets shall be swept frequently by the Developer during the construction phase (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.

6. The Developer shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.

7. Storage of construction material is not allowed in the travel way.

8. The City shall be responsible for the maintenance of the water main under Faith Court, the fire hydrants, and the water services to, and including, the meter.

9. Fire hydrants are to be installed in accordance with the Fire Department's requirements.

10. A Subdivision Agreement outlining the obligations of the Developer regarding any costs (hot tap, connection fee, fair share contribution, etc.), dedications, and improvements associated with the development shall be accepted by the City prior to recordation of map.

11. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office prior to recordation of map.

12. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.

PRIOR TO ISSUANCE OF A GRADING PERMIT

13. The improvement plans for the development of the subject property shall include all measures required to ensure that no increased drainage runoff resulting from the development of the property flow onto the adjacent lands or that the development will not impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

14. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of Improvement Plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.

15. The design of the 6-foot-high decorative masonry block wall shall be placed in accordance with the City Zoning Code along Monroe Road and the southerly portion of the residential subdivision. The wall shall be approved by the Development Services Director prior to construction.

16. The make and model of the private security gate opener shall be noted on the improvement plans. In addition, the location of the gate shall meet the requirements of the Fire Department.

17. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:

    a. Grading and drainage plan showing the proposed drainage conveyance and storage system;
    b. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume;
    c. Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps. The above design shall be determined with criteria approved by the Public Works Department.
    d. Street Flow-The street system shall be designed to convey the 100-year , 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility. The above design shall be determined with criteria approved by the Public Works Department.
    e. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the development.
    f. Detention Basins - A 100-year, 24-hour storm shall be used for sizing any detention basin(s) included in the approved drainage plan detention storage facilities. The detention basin release rate from any such detention basin(s) during a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development. The Developer can provide a drainage study addressing storm water mitigation through onsite storage (Phase 2 State Water Resources Control Plan – 80% of two-year storm), perforated pipes, and oversizing storm drainage pipes upon approval of the Public Works Director to eliminate need for a detention pond.

g. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.

18. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director.

19. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan including any applicable Statements of Responsibility and Self-Certification Annual Reports. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management

20. All development shall be designed to local, state, and federal flood standards.

21. The structural section of all road improvements shall be designed using the CalTrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the CalTrans Highway Design Manual. The structural section shall be designed to the following standards:

    a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)

    b. Use a traffic index of 6 for residential streets

    c. Use a traffic index of 7 for collector streets

    d. Use a traffic index of 10 for arterial streets

    A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.

22. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate.

23. The public street lighting on Monroe Road shall meet the City Standard Details and be included in the Improvement Plans and Specifications for the subdivision when the improvement plans are submitted for the first improvement plan check.

24. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the PUE. Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service with due consideration for street light location, traffic safety, security and consumer convenience.

25. Required Improvement Plan Notes:

    a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."

b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."

c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."

d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."

e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."

f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

26. Monroe Drive shall be widened, centerline to back of curb, to a half-width of 21.5 feet. Right-of-way shall be dedicated to a width of 26.0 feet. Frontage improvements shall include street section, rolled curb, gutter, 4.0-foot-wide sidewalk, and streetlights. A 12.0-foot-wide Public Utility Easement (PUE) shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director.

27. Faith Court shall be designed to a width of 37.0 feet back-of-curb to back-of-curb with parking permitted on both sides. A PUE shall be dedicated to a width of 62.0 feet; with the PUE extending 12.0 feet beyond the property line on each side of Parcel A. Construction shall include rolled curb and gutters, and streetlights.

28. A 6-foot-high decorative masonry block wall shall be constructed along the north/east property line of Lot 1, the south property line of Lots 8 thru 10, the east property line of Lot 10, and the north/west line of Lot 17 as said lots are shown on the Tentative Map, or as otherwise determined by the Development Services Director.

29. A gate opener shall be installed on the private security gate that meets the requirements of Yuba City Fire Department and Public Works Director.

30. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.

31. Prior to final paving, the Developer shall hydroflush, and video record, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the

subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.

32. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCAD version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.

33. All public street lighting on Monroe Road shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

34. The residential portion of the development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district.

35. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting Maintenance District for the purpose of maintaining the public street lights on Monroe Road. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.

36. Faith Court shall be subdivided to establish Parcel A on the final map. Each owner shall be vested equally with an undivided interest in Parcel A.

37. A public utility easement shall be provided covering Parcel A extending 12.0 feet behind the property line.

38. The subdivider shall provide for the maintenance of Parcel A through formation of a homeowner's association. The documents creating the homeowner's association shall meet the following requirements:

    a. Assignment to the homeowner's association responsibility for the maintenance of the private street, the private curb and gutters, the storm drain system and sewer system in Faith Court to the connection point with the City's facilities in Monroe Road, the landscaping, masonry wall, and street trees on Monroe Road, the streetlights on Faith Court, the mail box, the gates, call box, and emergency access systems.

    b. Assignment to the homeowner's association responsibility to monitor and report to the City of Yuba City on activities and violations of any of these conditions, easement restrictions, or any other ordinance, rule or regulation of the City occurring within Parcel A.

    c. Statement that the City may, at its option, cause the maintenance of Parcel A to be performed and assess (lien) the cost to the homeowner's association in the event Parcel A is not maintained in accordance with the City Municipal Code.

39. The document creating the homeowner's association shall be reviewed and approved by the City Attorney for compliance with the above noted conditions prior to recordation of the map.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

40. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.

41. Parcels 62-420-001 through -010, and -012 are in Sutter County Zone of Benefit 4. Connection/capital improvement fees and maintenance/operation fees will be required prior to building permit issuance. Fees are payable at the Sutter County Development Services counter located at 1130 Civic Center Blvd, Yuba City, CA 95993; Phone: 822-7400.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

42. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.

43. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy.

44. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

MITIGATION MEASURES AND MONITORING PLAN

Impact	Mitigation Measure	Responsible Party	Timing
3.7 Geology and Soils	**Paleontological Mitigation 1:** Mitigation Measure # 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department @ 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic	Developer, Public Works Dept., Development Services Dept.	During construction phase

	paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects where determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.		
3.8. Greenhouse Gases	**Greenhouse Gas Mitigation 1:** The site grading and construction of the retail center shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Development Services Dept.	Prior to issuance of building permits.
3.18. Tribal Cultural Resources	**Tribal Cultural Resources Mitigation 1**: In the event that previously undetected cultural materials (i.e. prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered during construction, work in the immediate vicinity should immediately cease and be redirected to another area until the Auburn Indian Community of the Auburn Rancheria is re-contacted and allowed the opportunity to consult under AB 52. Further, a qualified archaeologist that meets the Secretary of the Interior's	Developer, Public Works Dept., Development Services Dept.	During construction phase

	Professional Qualifications Standards in prehistoric or historic archaeology inspects and assesses the find. The City shall consider further recommendations as presented by the professional and implement additional measures as necessary to protect and preserve the particular resource. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. **Tribal Cultural Resources Mitigation 2:** If human remains are uncovered, or in any other case where human remains are discovered, the Sutter County Coroner, as appropriate, is to be notified to arrange their proper treatment and disposition. If the remains are identified – on the basis of archaeological context, age, cultural associations, or biological traits – as those of a Native American, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24-hours of discovery. The NAHC will then notify the most likely descendant, who may recommend treatment of the remains. **Tribal Cultural Resources Mitigation 3:** Should artifacts or unusual amounts of bone or shell be uncovered during demolition or construction activity all work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. Avoidance measures or appropriate mitigation shall be completed according to CEQA guidelines. The State Office of Historic Preservation has issued recommendations for the preparation of Archeological Resource Management Reports, which shall be used for guidelines. If a bone appears to be human, California law mandates that the Sutter County Coroner and the Native American Heritage Commission be contacted.		

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1) Public Improvement Plan Check and Inspection Fee:

3% of the estimated total construction cost

$1,313,455.00 x .03 =	$39,403.65
Fees on Building Permit BLD21-01218 (1 – 8" hot tap)	$5,665.60
SUBTOTAL (1)	$45,069.25

(2) Sewer Extension Fees

Developer constructing onsite sewer main.	$0.00

(3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)

Deferred until application for building permits are filed.	$0.00

(4) Water Extension Fees

Developer constructing onsite water main.	$0.00

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed.	$0.00
SUBTOTAL (2)	$0.00

(6) Drainage Fees (per Sutter County Zones of Benefit No. 4)

Deferred until application for building permits are filed.	$0.00
SUBTOTAL (3)	$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (1) + SUBTOTAL (2) + SUBTOTAL (3)	$45,069.25

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

NONE

EXHIBIT B

OWNER'S STATEMENT

I/WE, THE UNDERSIGNED, BEING THE PERSON(S) HAVING RECORD TITLE INTEREST IN THE HEREON SUBDIVIDED LANDS HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF FAITH COURT SUBDIVISION, AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. A FEE INTEREST IN A 4 FEET WIDE STRIP OF LAND INDICATED ON SAID PLAT AND DESIGNATED AS MONROE ROAD.

2. EASEMENTS INDICATED AS 12.0' P.U.E. (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO SIDEWALK CONSTRUCTION, CENTRALIZED MAIL DELIVERY UNITS, ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATION SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT, OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE.

3. CITY OF YUBA CITY RIGHT-OF-WAY EASEMENT OVER LOT 'A' FOR LOCATION, PLACEMENT, MAINTENANCE, AND ASSOCIATED WORK OF CITY FACILITIES. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT, OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE.

FAITH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ TITLE: Manager

Kurt G. Hilbers
PRINT NAME

CERTIFICATE FOR FEE DEDICATION

1. OWNER'S NAME AND ADDRESS:
   FAITH, LLC.
   770 N. WALTON AVE.
   YUBA CITY, CA 95993

2. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEM NO. 1 IN THE OWNER'S OFFER OF DEDICATION IN THE OWNER'S STATEMENT.

3. THE CITY OF YUBA CITY SHALL RECONVEY ALL THOSE PORTIONS OF SAID REAL PROPERTY AS REQUIRED PURSUANT TO GOVERNMENT CODE SECTION 66477.5.

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF SUTTER
CITY OF YUBA CITY

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE ____ DAY OF _____, 2022, APPROVED THE WITHIN MAP OF FAITH COURT SUBDIVISION IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION, ACCEPTED ON BEHALF OF THE PUBLIC ITEMS 1, 2 AND 3 SHOWN IN THE OWNERS OFFER OF DEDICATION.

_____
JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

NOTES:

1. THIS PROPERTY IS SUBJECT TO THE FOLLOWING:
   A. DRAINAGE AND/OR MAINTENANCE DISTRICT ASSESSMENT(S).
   B. COMMUNITY FACILITIES DISTRICT (CFD) _____,
      RECORDED AS DOCUMENT NO. _____ ON _____,
   C. YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT _____,
      RECORDED AS DOCUMENT NO. _____ ON _____,
   D. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
   E. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL TENTATIVE SUBDIVISION MAP 20-01 APPROVED MARCH 24, 2021.
2. A PRELIMINARY SOILS REPORT IS ON FILE IN THE OFFICES OF LAUGHLIN AND SPENCE, YUBA CITY, CALIFORNIA, AND THE YUBA CITY PUBLIC WORKS DEPARTMENT.

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Sutter
ON June 27, 2022 BEFORE ME, T. Dhaliwal
NOTARY PUBLIC, PERSONALLY APPEARED Kurt G. Hilbers

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY

MY COMMISSION NUMBER IS 2267159
AND EXPIRES 12/14/22

T. Dhaliwal
NOTARY'S NAME

Sutter
PRINCIPLE PLACE OF BUSINESS (COUNTY)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2022, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON MARCH 24, 2021.

_____
BENJAMIN MOODY
DEVELOPMENT SERVICES DIRECTOR
CITY OF YUBA CITY
STATE OF CALIFORNIA

TAX COLLECTOR'S CERTIFICATE

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SECTION 66492 THAT THE RECORDS IN MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.
AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF $ 8,120.06 FOR 2022-2023 WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SECTION 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL No. 62-420-001, 62-420-002, 62-420-003, 62-420-004, 62-420-005, 62-420-006, 62-420-007, 62-420-008, 62-420-009, 62-420-010 & 62-420-012

Nicholas F Valencia 6/27/2022
NICHOLAS F. VALENCIA
SUTTER COUNTY
TREASURER-TAX COLLECTOR

COUNTY OF SUTTER TREASURER TAX COLLECTOR CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HILBERS INC. IN JANUARY, 2019. I HEREBY STATE THAT ALL THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED WITHIN 180 DAYS OF THE COMPLETION OF THE ACCEPTED STREET IMPROVEMENTS OF THIS SUBDIVISION AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

6/27/2022
DATE

JEFF W. SPENCE
LS 7414

LICENSED LAND SURVEYOR JEFF W. SPENCE No. 7414 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, DIANA M. LANGLEY, CITY ENGINEER FOR THE CITY OF YUBA CITY, DO HEREBY CERTIFY THAT THE WITHIN MAP OF FAITH COURT SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

DIANA M. LANGLEY
RCE 59616 (EXP. 12-31-23)
CITY ENGINEER - CITY OF YUBA CITY

REGISTERED PROFESSIONAL ENGINEER DIANA M. LANGLEY RCE No. 59616 STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, BENJAMIN K. MOODY, CITY ENGINEER FOR THE CITY OF YUBA CITY, DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____

BENJAMIN K. MOODY
LS 9018 (EXP. 9-30-23)

LICENSED LAND SURVEYOR BENJAMIN K. MOODY No. 9018 STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2022 AT _____M. IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF HILBERS INC.

SUTTER COUNTY RECORDER BY: _____ DEPUTY

FILE NO. _____ FEE PD. $_____

FAITH COURT SUBDIVISION

CITY OF YUBA CITY

BEING A RE-SUBDIVISION OF LOTS 1 THROUGH 10 AND LOT 'A' OF "FAITH COURT SUBDIVISION PHASE 1", FILED IN BOOK 19 OF SURVEYS AT PAGE 234, SITUATED IN SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA CITY, CALIFORNIA MARCH, 2021

PREPARED BY: LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOB# 149053

SHEET 1 OF 3

BASIS OF BEARINGS

THE EASTERLY BOUNDARY OF LOTS 62 AND 63 OF (R1) BEARING N00°01'14"E PER (R2) BETWEEN FOUND MONUMENTS.

REFERENCES

(R1) BOOK 1 OF SURVEYS, PAGE 61; MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT, SUTTER COUNTY O.R.
(R2) BOOK 13 OF SURVEYS, PAGE 226, SUTTER COUNTY O.R.
(R3) BOOK 10 RECORD OF SURVEYS, PAGE 150, SUTTER COUNTY O.R.
(R4) BOOK 13 OF SURVEYS, PAGE 105, SUTTER COUNTY O.R.
(R5) BOOK 15 OF SURVEYS, PAGE 164, SUTTER COUNTY O.R.
(R6) BOOK 14 RECORD OF SURVEYS, PAGE 146, SUTTER COUNTY O.R.
(R7) BOOK 19 OF SURVEYS, PAGE 119, SUTTER COUNTY O.R.
(R8) BOOK 13 OF SURVEYS, PAGE 239, SUTTER COUNTY O.R.
(R9) INST.# 2004-0016986, SUTTER CO. OFFICIAL RECORDS
(R10) BOOK 19 OF SURVEYS, PAGE 234, SUTTER COUNTY O.R.
(R11) BOOK 19 OF SURVEYS, PAGE 249, SUTTER COUNTY O.R.

LEGEND

◪ FOUND MONUMENT AS DESCRIBED
△ FOUND MONUMENT IN WELL AS DESCRIBED
□ FOUND 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414 PER (R10)
● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414
○ CALCULATED POINT, NOTHING FOUND OR SET
( ) EMBRACES RECORD DATA
(CALC.) CALCULATED
R.P. REFERENCE POINT
BOUNDARY OF SUBDIVIDED PROPERTY
CENTERLINE
RIGHT-OF-WAY LINE
EASEMENT LINE
LOT LINE PER (R1)
LOT LINE PER THIS MAP, SEE SHEET 3
LOT LINE PER (R10)
(72) LOT NUMBER PER (R1)
5 LOT NUMBER PER (R10)

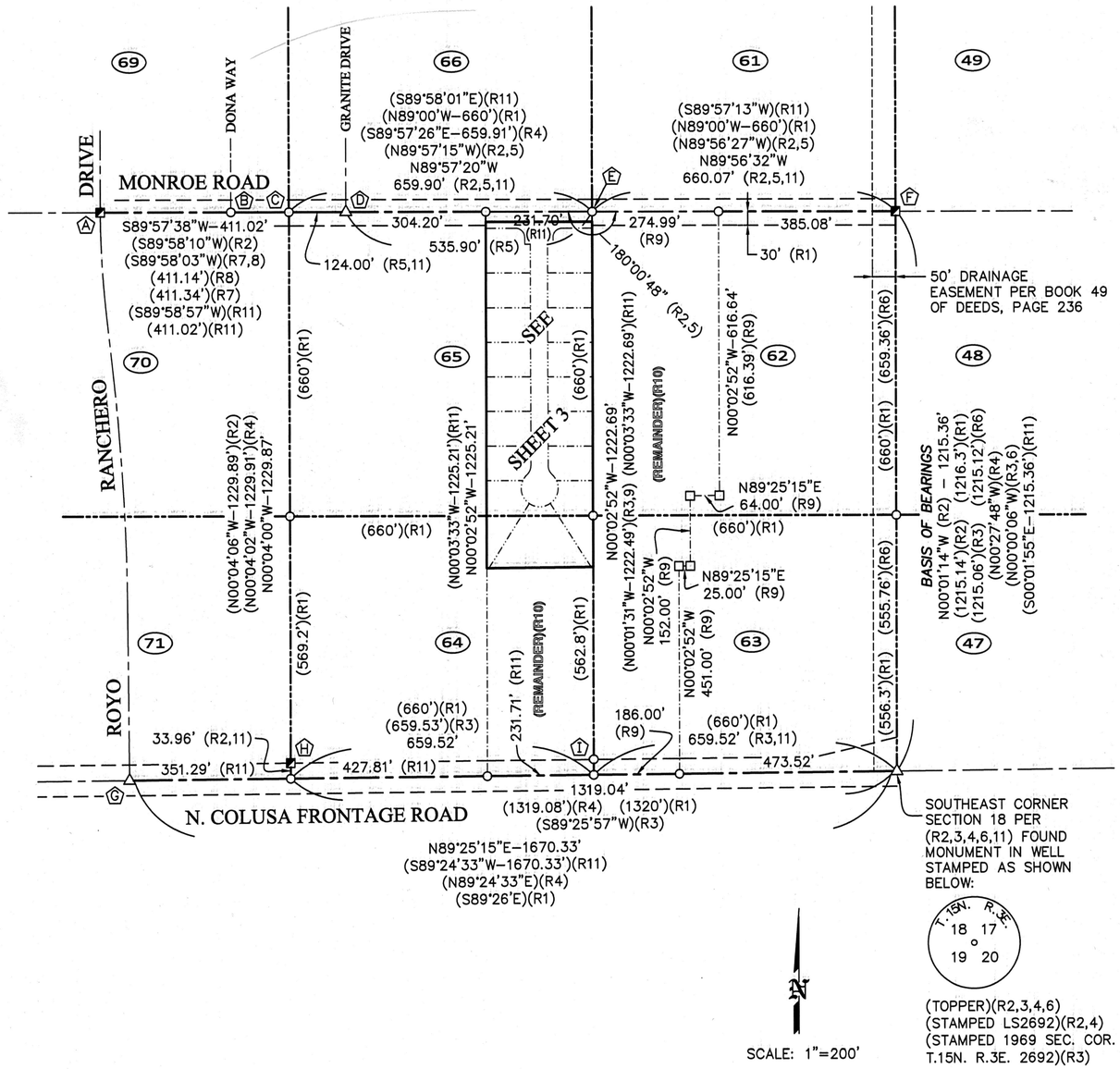
NOTES

1. ALL BEARINGS, DISTANCES AND MONUMENT DESCRIPTIONS SHOWN UPON THIS SHEET ARE IDENTICAL TO THE SAME SHOWN UPON (R10).

2. MONUMENTS SHOWN UPON (R10) AS "SET" ON THE BOUNDARIES OF LOTS 1-10 OF (R10), WERE NOT SET PRIOR TO THE BEGINNING OF THIS SURVEY.

MONUMENT TABLE

MONUMENT	LOCATION	DESCRIPTION
Ⓐ	ROYO RANCHERO DRIVE & MONROE ROAD	FOUND RAILROAD SPIKE PER (R7,8,11)
Ⓑ	DONA WAY & MONROE ROAD	RAILROAD SPIKE PER (R8) NOT FOUND. NOTHING SET.
Ⓒ	NW CORNER LOT 65 OF (R1)	1/2"ø REBAR PER (R2,4,5,7,8) NOT FOUND. NOTHING SET.
Ⓓ	GRANITE DRIVE & MONROE ROAD	FOUND BRASS DISC STAMPED LS3649 IN WELL PER (R5,11)
Ⓔ	NE CORNER LOT 65 OF (R1)	1/2"ø REBAR PER (R2,4,5) NOT FOUND. NOTHING SET. (3/4"ø OPEN IRON PIPE)(R3)
Ⓕ	NE CORNER LOT 62 OF (R1)	FOUND "+" CUT IN TOP OF CONCRETE DRAINAGE STRUCTURE PER (R6,11) (1/2"ø REBAR)(R2,5) (3/4"ø OPEN IRON PIPE)(R3)
Ⓖ	ROYO RANCHERO DRIVE & N. COLUSA FRONTAGE ROAD	FOUND BRASS DISC, NO STAMP IN WELL PER (R7,11)
Ⓗ	R.P. TO SW CORNER LOT 64 OF (R1)	FOUND 3/4"ø IRON PIPE PER (R2,3) WITH TACK & PLUG, NO TAG FOUND. (5/8"ø REBAR)(R4)
①	R.P. TO SE CORNER LOT 64 OF (R1)	5/8"ø REBAR PER (R3) NOT FOUND. NOTHING SET. RECORD LOCATION OF MONUMENT LIES AT THE EAST EDGE OF AN ELECTRICAL VAULT.



FAITH COURT SUBDIVISION

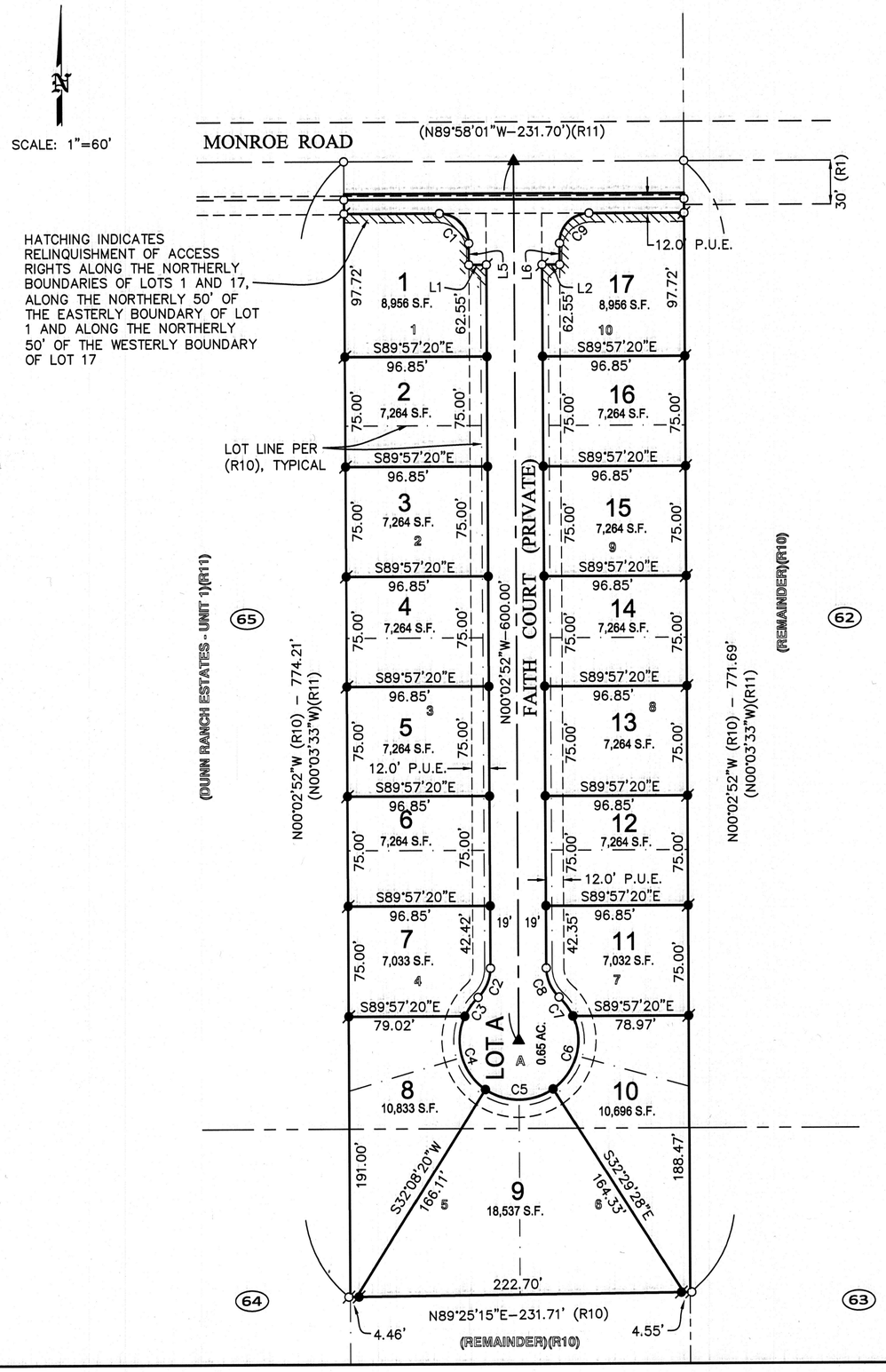
CITY OF YUBA CITY

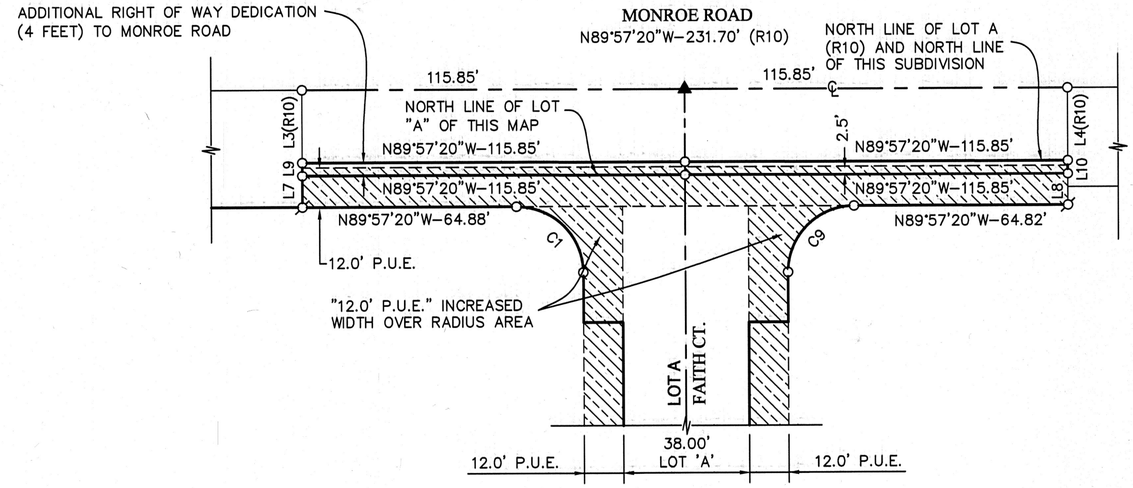
BEING A RE-SUBDIVISION OF LOTS 1 THROUGH 10 AND LOT 'A' OF "FAITH COURT SUBDIVISION PHASE 1", FILED IN BOOK 19 OF SURVEYS AT PAGE 234, SITUATED IN SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA CITY, CALIFORNIA MARCH, 2021

PREPARED BY: LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOB# 149053

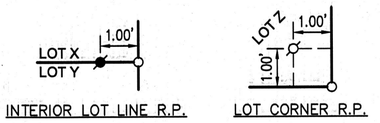
SHEET 2 OF 3





STREET INTERSECTION DETAIL

1"=30'



DETAIL "R.P."

N.T.S.

LEGEND

- FOUND MONUMENT AS DESCRIBED
- △ FOUND MONUMENT IN WELL AS DESCRIBED
- ▲ SET STANDARD CITY MONUMENT IN WELL STAMPED LS7414
- ● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414, 1.00' R.P. – SEE DETAIL "R.P." BELOW.
- ○ CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- (CALC.) CALCULATED
- R.P. REFERENCE POINT
- BOUNDARY OF SUBDIVIDED PROPERTY/LOT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- LOT LINE PER (R1)
- LOT LINE PER (R10)
- (72) LOT NUMBER PER (R1)
- 5 LOT NUMBER PER (R10)
- 14 LOT NUMBER PER THIS MAP

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°57'20"W	12.00'
L2	N89°57'20"W	12.00'
L3	N00°02'52"W	22.00'
L4	N00°02'52"W	22.00'
L5	N00°02'52"W	15.20'
L6	N00°02'52"W	15.13'
L7	N00°02'52"W	10.00'
L8	N00°02'52"W	10.00'
L9	N00°02'52"W	4.00'
L10	N00°02'52"W	4.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	20.00'	31.38'	89°54'28"	28.26'
C2	27.00'	22.17'	47°02'26"	21.55'
C3	40.50'	15.88'	22°27'46"	15.78'
C4	40.50'	56.65'	80°08'18"	52.14'
C5	40.50'	48.97'	69°16'56"	46.04'
C6	40.50'	56.23'	79°32'39"	51.82'
C7	40.50'	16.01'	22°39'11"	15.91'
C8	27.00'	22.17'	47°02'26"	21.55'
C9	20.00'	31.45'	90°05'32"	28.31'

FAITH COURT SUBDIVISION

CITY OF YUBA CITY

BEING A RE-SUBDIVISION OF LOTS 1 THROUGH 10 AND LOT 'A' OF "FAITH COURT SUBDIVISION PHASE 1", FILED IN BOOK 19 OF SURVEYS AT PAGE 234, SITUATED IN SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA CITY, CALIFORNIA — MARCH, 2021

PREPARED BY: LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOB# 149053

SHEET 3 OF 3

ATTACHMENT 2

Figure 1: Location Map: Faith Ct
Tentative Subdivision Map 20-01

1 inch = 300 feet

Agenda Item **5**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Small Wireless Telecommunications Facilities within the City's Right-of-Way

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City adding Chapter 8 Wireless Telecommunications Facilities in the Public Right of Way to Title 6 of the Yuba City Municipal Code by title only and waive the second reading

Fiscal Impact: Minimal fiscal impact is anticipated with the implementation of the ordinance. Installation of wireless facilities would be subject to permit and inspection fees to offset administrative costs with potential lease revenue in the future.

Purpose:

To provide regulatory framework and standards for permitting the installation of small wireless facilities within the City's right-of-way.

Council's Strategic Goals:

The ordinance addresses the City Council's Strategic Goals of Improving Public Safety, be Business Friendly, and regulate infrastructure in the City's Right-of-Way.

Background:

In recent years wireless telecommunication facilities have evolved into various types of facilities, two types of which are administrative wireless telecommunication facilities and major wireless telecommunication facilities. Major wireless telecommunication facilities are known as "macro-cells", while the administrative wireless telecommunication facilities are known as "small wireless facilities" (SWFs).

Wireless telecommunication carriers increasingly seek to place SWFs in the City's public right-of-way on utility poles, streetlights, and new poles. The demand for such wireless installations, particularly SWFs, is expected to grow exponentially over the next several years given the expansion of home streaming video, social media, drones, self-driving cars, and the Internet of Things (IoT) serving homes and businesses. To accommodate this expansion, the telecommunications industry seeks to implement small cell facilities by installing them onto street light poles and other utility poles in the public right-of-way that are well-suited for limited range SWFs.

The Federal Communications Commission (FCC) released a Declaratory Ruling and Third Report and Order (FCC Order) significantly limiting state and local management of SWFs in the public right-of-way. In short,

the FCC Order defines SWFs as follows:

- No more than 28 cubic feet in volume for all associated wireless equipment on one structure.
- Antennas for SWFs shall be no more than 3 cubic feet in volume.
- Total height cannot be greater than 50 feet or extend higher than 10% above the height of adjacent structures, whichever is greater.

The FCC Order also has caps for all fees that local governments can charge to the actual and reasonable cost of providing service, imposed a review timeline know as a “shot clock” of 60 days for SWFs added to existing structures or 90 days for SWFs proposing a new structure, and FCC preempts all aesthetic requirements for SWFs in the public right-of-way, unless they are feasible, no more burdensome than those applied to other types of infrastructure deployments, and published in advanced.

Analysis:

The attached ordinance provides the regulatory framework and standards for permitting the installation of SWFs within the City’s right-of-way. The proposed ordinance and corresponding design standards have been revised in response to the FCC Order. The proposed ordinance also addresses “eligible facilities requests”— a category of “by-right” installations that were established by the FCC several years ago, but never acknowledged in the City’s current version of Municipal Code. The “eligible facilities request” means any request for modification to an existing eligible support structure that does not substantially change the physical dimensions of such structure.

Permitting for macro and small wireless telecommunication facilities will require a new type of permit, titled a Wireless Telecommunication Facility (WTF) Permit. To address the difference between macro and small wireless telecommunication facilities, the WTF permit will have a supplemental application to classify the facility. The permit also requires the permittee to enter into a Master License Agreement (MLA) with the City to establish annual fees for SWF's placed in the City's Right of Way. The MLA and fee resolution will be separately presented at a subsequent meeting.

Fiscal Impact:

Minimal fiscal impact is anticipated with the implementation of the ordinance. Installation of wireless facilities would be subject to permit and inspection fees to offset administrative costs. There may also be the potential for lease revenue at some future date.

Alternatives:

Direct staff to modify the ordinance language or do not move forward with an ordinance at this time, resulting in the City of Yuba City restricting its rights to enforce standards and regulations for wireless telecommunication facilities and structures in the public right-of-way.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City adding Chapter 8 Wireless Telecommunications Facilities in the Public Right of Way to Title 6 of the Yuba City Municipal Code by title only and waive the second reading.

Attachments:

1. Small Wireless Telecommunications Facilities Ordinance - Final Draft 7.12.2022

Prepared By:	Submitted By:
William J Jow	Diana Langley

Assistant Engineer City Manager

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADDING CHAPTER 8 (WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT OF WAY) TO TITLE 6 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City Council of Yuba City ("City") is authorized by the California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council has adopted the Yuba City Municipal Code, which it periodically updates to protect the public health, safety, and welfare; and

WHEREAS, City Council desires to update and amend the Yuba City Municipal Code Title 6 to include Chapter 8 in a fair manner that best addresses the
public health, safety, and welfare.

NOW THEREFORE, the City Council of the City of Yuba City does ordain as follows:

Section 1. The above recitals are all true and correct and are hereby adopted as findings.

Section 2. The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines ("CEQA Guidelines"), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a "project" for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it promotes environmental conditions by providing improved processes and programs for the collection and treatment of wastewater, and will not result in direct or indirect substantial, adverse physical changes in the environment as compared to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purposes of CEQA, there is no possibility that this project may have a significant adverse effect on the environment pursuant to CEQA Guidelines, Section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

Section 3. Chapter 8 (Wireless Telecommunications Facilities in the Public Right of Way) is hereby added to Title 6 of the Yuba City Municipal Code and is to read in its entirety as follows:

Chapter 8 – WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

Sec. 6-8.01 – PURPOSE.

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way. These regulations are intended to prescribe clear and reasonable criteria to assess and process applicationsin a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary (1) for the preservation of the public right-of-way ("PROW") in the City for the maximum benefit and use of the public, (2) to promote and protect public health and safety, community welfare, visual resources and the aesthetic quality of the City consistent with the goals, objectives and policies of the general plan, (3) to provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with the state and federal laws, rules and regulations,

including those regulations of the Federal Communications Commission ("FCC") and California Public Utilities Commission ("CPUC"), and (4) to ensure that the use and enjoyment of the PROW is not inconvenienced by the use of the PROW for the placement of wireless facilities. The City recognizes the importance of wireless facilities to provide high-quality communications service to the residents and businesses within the City, and the City also recognizes its obligation to comply with applicable Federal and State laws. This chapter shall be constructed and applied in consistency with the provisions of state and federal laws, and the rules and regulations of FCC and CPUC. In the event of any inconsistency between any such laws, rules and regulations and this chapter, the laws, rules, and regulations shall control.

Sec. 6-8.02 – DEFINITIONS.

(a) "Accessory equipment" means any and all on-site equipment, including, without limitation, back-up generators and power supply units, cabinets, coaxial and fiber optic cables, connections, equipment buildings, shelters, radio transceivers, transmitters, pedestals, splice boxes, fencing and shielding, surface location markers, meters, regular power supply units, fans, air conditioning units, cables, and wiring, to which an antenna is attached in order to facilitate the provision of wireless telecommunication services.

(b) "Antenna" means that specific device for transmitting and/or receiving radio frequency or other signals for purposes of wireless telecommunications services. "Antenna" is specific to the antenna portion of a wireless telecommunications facility.

(c) "Antenna array" shall mean two or more antennas having active elements extending in one or more directions, and directional antennas mounted upon and rotated through a vertical mast or tower interconnecting the beam and antenna support, allof which elements are deemed to be part of the antenna.

(d) "Base station" shall have the meaning as set forth in Title 47 Code of Federal Regulations (C.F.R.) Section 1.6100(b)(1), or any successor provision. This means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network (regardless of the technological configuration, and encompassing DAS and small wireless facilities). "Base station" does not encompass a tower or any equipment associated with a tower. Base station includes, without limitation:

(1) Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wirelessservices and fixed wireless services such as microwave backhaul.

(2) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small wireless facilities).

(3) Any structure other than a tower that, at the time the relevant application is filed with the City under this chapter, supports or houses equipment described in paragraphs 1 and 2 of this definition that has been reviewed and approved under the applicable zoning or siting process, or under anotherstate or local regulatory review process, even if the structure was

not built for the sole or primary purpose of providing that support.

(4) "Base station" does not include any structure that, at the time the relevant application is filed under this chapter, does not support or house equipment described in paragraphs 1 and 2 of this definition. Other structures that do not host wireless telecommunications facilities are not "base stations."

As an illustration and not a limitation, the FCC's definition of "base station" refers to any structure that actually supports wireless equipment even though it was not originally intended for that purpose. Examples include, but are not limited to, wireless facilities mounted on buildings, utility poles, light standards, or traffic signals. A structure without wireless equipment replaced with a new structure designed to bear the additional weight from wireless equipment constitutes a base station.

(e) "Cellular" means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

(1) "City" means the City of Yuba City.

(2) "Code" means the City of Yuba City Municipal Code.

(3) "Collocation" bears the following meanings:

For the purposes of any eligible facilities request, the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(2), as may be amended, which defines that term as "[t]hemounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes." As an illustration and not a limitation, the FCC's definition means to add transmission equipment to an existing facility and does notnecessarily refer to two or more different facility operators in the same location; and

(f) For all other purposes, the same as defined in 47 CFR 1.6002(g)(1) and (2), as may be amended, which defines that term as (1) Mounting or installing an antenna facility on a pre-existing structure, and/or (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

(g) "Collocation facility" means the eligible support structure on, or immediately adjacent to, which a collocation is proposed, or a wireless telecommunications facility that includes collocation facilities. (*See*, Gov. Code, § 65850.6(d)(1).)

(h) "COW" means a "cell on wheels," which is a portable, self-contained wireless telecommunications facility that can be moved to a location and set up to provide wireless telecommunication services, which facility is temporarily rolled in, or temporarily installed, at a location. Under this chapter, the maximum time a facility can be installed to be considered a COW is five (5) days. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

(i) "Development Services Director" means the director of the Development Services and Engineering Department or their designee.

(j) "Distributed antenna system" or "DAS" means a network of spatially separated antennas (nodes) connected to a common source (a hub) via a transport medium (often fiber optics) that provide wireless telecommunications service within a specific geographic area or building. DAS includes the transport medium, the hub, and any other equipment to which the DAS network or its antennas or nodes are connected to provide wireless telecommunication services.

(k) "Eligible facilities request" means any request for modification to an existing eligible support structure that does not substantially change the physical dimensionsof such structure, involving:

(1) Collocation of new transmission equipment;

(2) Removal of transmission equipment;

(3) Replacement of transmission equipment (replacement does not include completely replacing the underlying support structure); or

(4) Hardening through structural enhancement where such hardening is necessary to accomplish the eligible facilities request, but does not include replacement of the underlying support structure.

(l) "Eligible facilities request" does not include modifications or replacements when an eligible support structure was constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. "Eligible facilities request" does include collocation facilities satisfying all the requirements for a non-discretionary collocation facilitypursuant to Government Code Section 65850.6.

(m) "Eligible support structure" means any support structure located in the PROW that is existing at the time the relevant application is filed with the City under this chapter.

(n) "Existing" means a support structure, wireless telecommunications facility, or accessory equipment that has been reviewed and approved under the City's applicable zoning or siting process, or under another applicable state or local regulatory review process, and lawfully constructed prior to the time the relevant application is filed under this chapter. However, a support structure, wireless telecommunications facility, or accessory equipment that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is "existing" for purposes of this chapter. "Existing" does not apply to any structure that (1) was illegally constructed without all proper local agency approvals, or (2) was constructed in noncompliance with such approvals. "Existing" does not apply where an existing support structure is proposed to be replaced in furtherance of the proposed wireless telecommunications facility.

(o) "Facility(ies)" means wireless telecommunications facility(ies).

(p) "FCC" means the Federal Communications Commission.

(q) "Ground-mounted" means mounted to a pole, tower or other freestanding structure which is specifically constructed for the purpose of supporting an antenna or

wireless telecommunications facility and placed directly on the ground at grade level.

(r) "Lattice tower" means an open framework structure used to support one or more antennas, typically with three or four support legs.

(s) "Located within (or in) the public right-of-way" includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over or under the PROW.

(t) "Modification" means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, or exterior material. "Modification" does not include repair, replacement or maintenance if those actions do not involve whatsoever any expansion, alteration, enlargement, intensification, reduction, or augmentation of an existing wireless telecommunications facility.

(u) "Monopole" means a structure composed of a pole or tower used solely to support antennas or related equipment. A monopole also includes a monopine, monopalm and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g. water tower).

(v) "Mounted" means attached or supported.

(w) "OTARD antennas" means antennas covered by the "over-the-air reception devices" rule in 47 C.F.R. sections 1.6100 et seq. as may be amended or replaced from time to time.

(x) "Permittee" means any person or entity granted a WTFP pursuant to this chapter.

(y) "Personal wireless services" shall have the same meaning as set forth in 47 United States Code Section 332(c)(7)(C)(i).

(z) "Pole" means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.

(aa) "Public Works Director" shall mean the Director of Public Works, or his or her designee.

(bb) "Public right-of-way" or "PROW" means a strip of land acquired by reservation, dedication, prescription, condemnation, or easement that allows for the passage of people and goods. The PROW includes, but is not necessarily limited to, streets, curbs, gutters, sidewalks, roadway medians, and parking strips. The PROW does not include lands owned, controlled or operated by the City for uses unrelated to streets or the passage of people and goods, such as, without limitation, parks, City Hall and community center lands, City yards, and lands supporting reservoirs, water towers, police or fire facilities and non-publicly accessible utilities.

(cc) "Replacement" refers only to replacement of transmission equipment, wireless telecommunications facilities or eligible support structures where the replacement

structure will be of like-for-like kind to resemble the appearance and dimensions of the structure or equipment replaced, including size, height, color, landscaping, materials and style.

(1) In the context of determining whether an application qualifies as an eligible facilities request, the term “replacement” relates only to the replacement of transmission equipment and does not include replacing the support structure on which the equipment is located.

(2) In the context of determining whether a SWF application qualifies as being placed upon a new eligible support structure or qualifies as a collocation, an application proposing the “replacement” of the underlying support structure qualifies as a new pole proposal.

(dd) “RF” means radio frequency.

(ee) “Spectrum Act” means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. §1455(a).

(ff) “Substantial change” has the same meaning as “substantial change” as defined by theFCC at 47 C.F.R. 1.6100(b)(7). Notwithstanding the definition above, if an existing pole-mounted cabinet is proposed to be replaced with an underground cabinet at a facility where there are no pre-existing ground cabinets associated with the structure, such modification may be deemed a non-substantial change, in the discretion of the Public Works Director and based upon his/her reasonable consideration of the cabinet’s proximity to residential view sheds, interference to public views and/or degradation of concealment elements. If undergrounding the cabinet is technologically infeasible such that it is materially inhibitive to the project, the may allow for a ground mounted cabinet. A modification or collocation results is a “substantial change” to the physical dimensions of an eligible support structure if it does any of the following:

(1) It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(2) It involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(3) It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets. However, for towers and base stations located in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(4) It entails any excavation or deployment outside the current site. For purposes of this Subsection, excavation outside the current site occurs where excavation more than twelve feet from the eligible support structure is proposed;

(5) It defeats the concealment or stealthing elements of the eligible support structure; or

(6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 4 of this definition.

(7) For all proposed collocations and modifications, a substantial change occurs when:

(gg) The proposed collocation or modification involves more than the standard numberof new equipment cabinets for the technology involved, but not to exceed four equipment cabinets;

(hh) The proposed collocation or modification would defeat the concealment elements of the support structure; or

(ii) The proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval that is inconsistent with the thresholds for a substantial change described in this Section.

The thresholds and conditions for a "substantial change" described in this Section are disjunctive such that the violation of any individual threshold or condition results in a substantial change. The height and width thresholds for a substantial change described in this Section are cumulative for each individual support structure. The cumulative limit is measured from the physical dimensions of the original structure for base stations, and for all other facilities sites in the PROW from the smallest physical dimensions that existed on or after February 22, 2012, inclusive of originally approved-appurtenances and any modifications that were approved prior to that date.

(jj) "Support structure" means a tower, pole, base station or other structure used to supporta wireless telecommunications facility.

(kk) "SWF" means a "small wireless facility" as defined by the FCC in 47 C.F.R. 1.6002(l) as may be amended, which are personal wireless services facilities that meet all the following conditions that, solely for convenience, have been set forth below:

(1) The facility:

i. Is mounted on an existing or proposed structure 50 feet or less in height, including antennas, as defined in Title 47 C.F.R. Section 1.1320(d); or

ii. Is mounted on an existing or proposed structure no more than 10 percent taller than other adjacent structures, or

iii. Does not extend an existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antennaequipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three cubic feet in volume;

i. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

ii. The facility does not require antenna structure registration under 47 C.F.R. Part 17, Section 17.4;

iii. The facility is not located on Tribal lands, as defined under Title 36 C.F.R. Section 800.16(x); and

iv. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Title 47 C.F.R. Section 1.1307(b).

(ll) "SWF Regulations" means those regulations adopted by the City Council (City Council Policy No. 21-102) implementing the provisions of this chapter applicable to SWFs and further regulations and standards applicable to SWFs.

(mm) "Telecommunications tower" or "tower" bears the meaning ascribed to wireless towers by the FCC in 47 C.F.R. § 1.6100(b)(9), including without limitation a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower, or other structure designed and built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

(nn) "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(oo) "Utility pole" means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission. A telecommunications tower is not a utility pole.

(pp) "Wireless telecommunications facility" means equipment and network components such as antennas, accessory equipment, support structures, and emergency power systems that are integral to providing wireless telecommunications services. Exceptions: The term "wireless telecommunications facility" does not apply to the following:

(1) Government-owned and operated telecommunications facilities.

(2) Emergency medical care provider-owned and operated telecommunicationsfacilities.

(3) Mobile services providing public information coverage of news events of a temporary nature.

(4) Any wireless telecommunications facilities exempted from this code by federal law or state law.

(qq) "Wireless telecommunications services" means the provision of services using a wireless telecommunications facility or a collocation facility, and shall include, but not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.

(rr) "WTFP" means a "wireless telecommunications facility permit" required by this chapter.

Sec 6-8.03 – APPLICABILITY.

(a) This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the public right-of-way as follows:

(5) Pre-existing Facilities in the ROW. Nothing in this chapter shall validate any existing illegal or unpermitted wireless facilities. All existing wireless facilities shall comply with and receive a wireless encroachment permit, when applicable, to be considered legal and conforming.

(b) This chapter does not apply to the following:

(1) Amateur radio facilities;

(2) OTARD antennas;

(3) Facilities owned and operated by the City for its use or for public safety purposes;

(4) Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement;

(5) Installation of a COW or a similar structure for a temporary period in connection with an emergency or event at the discretion of the Public Works Director, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities;

(6) Facilities on private property or publicly-owned property not in the public right-of-way.

(c) Public use. Except as otherwise provided by state or federal law, any use of the PROW authorized pursuant to this chapter will be subordinate to the City's use and use by the public.

Sec. 6-8.04 –WIRELESS TELECOMMUNICATIONS FACILITY PERMIT REQUIREMENTS.

(a) Administration. Unless a matter is referred to the planning director as provided below, The Public Works Director is responsible for administering this chapter. As part of the administration of this chapter, the Public Works Director may:

(1) Interpret the provisions of this chapter;

(2) Develop and implement standards governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless facilities;

(3) Develop and implement acceptable design, location, and development standards for wireless telecommunications facilities in the PROW, taking into account the zoning districts bounding the PROW;

(4) Develop forms and procedures for submission of applications for placement or modification of wireless facilities, and proposed changes to any support structure consistent with this chapter;

(5) Collect, as a condition of the completeness of any application, any fee established by this chapter;

(6) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;

(7) Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;

(8) Require, as part of, and as a condition of completeness of any application, that an applicant for a wireless encroachment permit send notice to members of the public that may be affected by the placement or modification of the wireless facility and proposed changes to any support structure;

(9) Subject to appeal as provided herein, determine whether to approve, approve subject to conditions, or deny an application; and

(10) Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(b) Administrative Wireless Telecommunications Facilities Permits ("Administrative WTFP").

(1) An Administrative WTFP, subject to the Public Works Director's approval, may be issued for wireless telecommunications facilities, collocations, modifications or replacements to an eligible support structure that meet the following criteria:

i. The proposal is determined to be for a SWF; or

ii. The proposal is determined to be an eligible facilities request; or

iii. Both.

(2) Except in the case of an eligible facilities request, the Public Works Directormay refer, in his/her discretion, any application for an Administrative WTFP to the Development Services Director

(c) Special Provisions for SWFs; SWF Regulations. Notwithstanding any other provision of this chapter as provided herein, all SWFs are subject to a permit as specified in the SWF Regulations, which is adopted and may be amended by City Council resolution. All SWFs shall comply with the SWF Regulations, as they may be amended from time to time.

(1) The SWF Regulations are intended to be constructed in consistency with, and addition to, the terms and provisions of this chapter. To the extent general provisions of this chapter are lawfully applicable to SWFs, such terms shall apply unless in contradiction to more specific terms set forth in the SWF Regulations, in which case the more specific terms of the SWF Regulations shall control.

(d) Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other City departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other City departments, state or federal agencies. Building and encroachment permits, and all City standards and requirements therefor, are applicable.

(e) Eligible Applicants. Only applicants who have been granted the right to enter the PROW pursuant to state or federal law, or who have entered into a franchise agreement with the City permitting them to use the PROW, shall be eligible for a WTFP pursuant to this chapter.

Sec. 6-8.05 – APPLICATION FOR WIRELESS TELECOMMUNICATIONS FACILITY PERMITS.

(a) Generally. Unless the SWF Regulations specifically provide otherwise, the applicant shall submit a paper copy and an electronic copy of any application, amendments, or supplements to a WTFP application, or responses to requests for information regarding an WTFP, in accordance with the provisions of this section. SWF applications shall be governed by any additional terms set forth in the SWF Regulations, and in the event of an inconsistency between the provisions of this Section and the terms of the SWF Regulations, the Regulations shall control.

(1) All applications for WTFPs shall be initially submitted to the Public Works Director. In addition to the information required of an applicant for an encroachment permit or any other permit required by this Code, each applicant shall fully and completely submit to the City a written application on a form prepared by the Public Works and published on the City's website.

Ground mounted equipment, conduit, junction boxes and fiber and electrical connections necessary for and intended for use in the deploymentshall also be specified, to the extent known regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Where another party is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements, applicant's construction drawings will include such utilities to the extent known at thetime of application, but at a minimum applicant must indicate how it expectsto obtain fiber and electric service to the small wireless facility. Notwithstanding the foregoing, no ground mounted equipment, conduit, junction boxes or fiber and electrical connections necessary for and intended for use in the deployment shall be installed until a WTFP has been approved or conditionally approved for the deployment.

(b) Application Contents—Administrative WTFPs. The content of the application form for facilities subject to an Administrative WTFP shall be determined by the Public Works Director. Fees and Deposits Submitted with Application(s).

(1) For all WTFPs, application fee(s) and or deposit(s) shall be required to be submitted with any application, as established by City Council resolution and in accordance with California Government Code Section 50030. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a WTFP unless paid as a refundable deposit.

(c) Costs. Reasonable costs of City staff, consultant and attorney time (including that of the City Attorney) pertaining to the review, processing, noticing and hearing procedures directly attributable to a WTFP shall be reimbursable to the City. To this end, the , as applicable, may require applicants to enter cost recovery agreement, in a form approved by the City Attorney, or other established trust/deposit accounting mechanism for purposes of obtaining an applicant deposit from which the direct costs of City processing of an application may be drawn-down.

(d) Effect of State or Federal Law on Application Process. In the event a state or federal law prohibits the collection of any information required by the application. Public Works Director is authorized to omit, modify, or add to that requestfrom the City's application form in consultation with the City Attorney. Requests for waivers from any application requirement of this Section shall be made in writing to the Public Works Director or designee. The Public Works Director may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the City will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the WTFP sought. All waivers approved pursuant to this Subsection shall be (1) granted only on a case-

by-case basis, and (2) narrowly-tailored to minimize deviation from the requirements of this Code.

(e) Applications Deemed Withdrawn. To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantiveresponse to the City on any application within sixty (60) calendar days after the application is deemed incomplete in a written notice to the applicant that identifiesthe missing documents or information and the specific rule or regulation creating the obligation to submit such documents or information. The Public Works Director (as applicable) may, in their discretion, grant a written extension when the applicant submits a written request prior to the sixtieth (60th) day that shows good cause to grant the extension.

(f) Waiver of Applications Superseded by Submission of New Project. If an applicant submits a WTFP application, but substantially revises the proposed facility during the application process prior to any City hearing or decision on such application, the substantially revised application shall be deemed a new application for all processing purposes, including federal shot clocks, and the prior submittals deemed waived and superseded by the substantially revised application. For purposes of this subparagraph, "substantially revised" means that the project as initially proposed has been alternately proposed for a location 300 feet or more from the original proposal or constitutes a substantial change in the dimensions or equipment that wasproposed in the original WTFP application unless the proposed changes were as a result of City requested changes.

(g) Rejection for Incompleteness. WTFPs will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, it may be rejected by the Public Works Directorby notifying the applicant in writing and specifying the material omitted from the application.

Sec. 6-8.06 – REVIEW PROCEDURE.

(a) Generally. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety and utilizes installation of new support structures or equipment cabinets in the PROW only after all existing and replacement structure options have been exhausted, and where feasible, places equipment underground, and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located; ensures that installations are subject to periodic review to minimize the intrusion on the PROW; and ensures that the City bears no risk or liability as a result of the installations, and that such use does not inconvenience the public, interfere with the primary uses of the ROW, or hinder the ability of the City or other government agencies to improve, modify, relocate, abandon, or vacate the PROW or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the PROW.

(b) Findings Required for Approval.

(1) Administrative WTFP Applications for SWFs. For WTFP applications proposing a SWF, the Public Works Director, as the case may be, shall

approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:

i. The facility qualifies as a SWF; and

ii. The facility meets all standards, requirements and further findings as may be specified in the SWF Regulations; and

iii. The facility is not detrimental to the public health, safety, and welfare; and

iv. The facility meets applicable requirements and standards of State and Federal law.

(2) Administrative WTFP Applications for Eligible Facility Requests. For WTFP applications proposing an eligible facilities request, the Public Works Director shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:

i. That the application qualifies as an eligible facilities request; and

ii. That the proposed facility will comply with all generally-applicable laws.

(c) Notice; Decisions. The provisions in this Section describe the procedures for the approval process, and any required notice for a WTFP application.

(1) Administrative WTFPs: Notice of a WTFP application for a SWF shall be mailed to owners and occupants of real property surrounding the proposed SWF site in the manner specified in the SWF Regulations. Applications qualifying for eligible facilities requests shall not require notice.

(2) Written Decision Required for All WTFP Determinations. Unless otherwise specified for SWF's in the SWF Regulations, all final decisions made pursuant to this chapter, including those for administratively processed permits and eligible facilities requests, shall be in writing and based on substantial evidence in the written administrative record. Within five days after any decision to grant, approve, deny or conditionally grant a WTFP application, the Public Works Director shall provide written notice including the following:

i. A general explanation of the decision, including the findings required for the decision, if any, and how those findings were supported or not supported by substantial evidence;

ii. A general description of the property involved;

iii. Information about applicable rights to appeal the decision and explanation of how that right may be exercised; and

iv. To be given by first class mail to:

a. The project applicant and property owner,

b. Any person who submitted written comments concerning the WTFP,

c. Any person within who has filed a written request with the City to receive such notice, and

d. Adjacent property owners within 300 feet of the WTFP facility.

(3) Once a WTFP is approved, no changes shall be made to the approved planswithout review and approval in accordance with this chapter.

(d) Appeals.

(1) Administrative WTFP Appeals. Any person claiming to be adversely affected by an administrative decision pursuant to this chapter may appeal such decision. The appeal will be considered by a hearing officer appointed by the City Manager. The hearing officer may decide the issues de novo and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. Because Section 332(c)(7) of the Telecommunications Act preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, appeals of the administrative decision premised on the environmental effects of radio frequency emissions will not be considered.

a. Where the administrative decision grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the hearing officer. All non-automatic appeals by third-parties must be filed within two (2) business days of the written administrative decision, unless the Public Works Director extends the time therefore, and are only appealable by persons who (a) received formal notice of the application pursuant to Section 7.28.60(c), or (b) actively participated in or commented upon the City decision-making process, or (c) otherwise demonstrate that they are directly impacted by aesthetic, safety-related or legal impacts attributable to the installation. An extension may not be granted where extension would result in approval of the application by operation of law.

b. Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law. For SWFs, the appeal shall be conducted in accordance with any procedures adopted in the SWF Regulations.

(e) Notice of Shot Clock Expiration. The City acknowledges there are federal and state

shot clocks which may be applicable to a proposed wireless telecommunications facility. That is, federal and state law provide time periods in which the City must approve or deny a proposed wireless telecommunications facility. As such, the applicant is required to provide the written notice, which may be by email, of the expiration of any shot clock, which the applicant shall ensure is received by the City (e.g. overnight mail) no later than 10 days priorto the expiration.

Sec. 6-8.07 – DESIGN AND DEVELOPMENT STANDARDS.

(a) SWF Design and Development Standards. SWFs are subject to those design and development standards and conditions of approval set forth in the SWF Regulations. The City's grant of a WTFP for a SWF does not waive, and shall not be construed to waive, any standing by the City to challenge any FCC orders or rules related to small wireless facilities, or any modification to those FCC orders or rules.

(b) Eligible Facilities Request Design and Development Standards. Approved eligible facilities requests for which the findings set forth in Section 6-8.060 have been made are subject to the following conditions, unless modified by the approving authority:

(1) WTFP subject to conditions of underlying permit. Any WTFP granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit and all such conditions that were applicable to the facility prior to approval of the subject eligible facility request, provided such conditions do not apply in such a manner as to prohibit the granting of the Eligible Facilities Request.

(2) No permit term extension. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall have the same term as the underlying permit or other regulatory approval for the subject tower or base station.

(3) No Waiver of Standing. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act (codified as 47 U.S.C. §1455(a)).

(c) Other General Design Standards. Excepting applications for eligible facilities requests, all wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the following standards. WTFP applications (excepting those eligible facilities requests) that do not meet any of the following standards are prohibited unless such standards (i) would be technically

infeasible to achieve the applicant's service objectives, as supported by clear and convincing evidence in the written record, and/or (ii) subject to an exception for State or Federal law under Section 7.28.150.

The applicant shall employ screening, undergrounding, and camouflage design techniques in the design and placement of wireless telecommunications facilities in order to ensure that the facility is asvisually screened as technically feasible, to prevent the facility from dominating the surrounding area and to minimize significant view impacts from surrounding properties and public views, all in a manner that achieves compatibility with the community and in compliance with this code.

(1) Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.

(2) All facilities shall have colors and non-reflective materials that blend with the materials and colors of the surrounding area, infrastructure, and structures.

(3) The applicant shall use the least visible equipment for the provision of wireless telecommunications services that is technically feasible.

(4) All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the support structure and shall be camouflagedto the extent technologically feasible. For all support structures wherein interior installation is infeasible, conduit and cables attached to the exterior shall be mounted as close to the pole as technically feasible while complying with applicable electric safety codes and painted to match the structure. All cables and wires that cannot feasibly be mounted internally shall be clipped-up and/or placed in conduit the minimum size necessary to accommodate the wiring, or otherwise concealed out of public view.

(5) No new guy wires shall be allowed unless required by other laws or regulations.

(6) All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inchesfrom the curb and gutter flow line.

(7) No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the City.

Public Works Director, as applicable, may adopt conditions of approval as reasonably necessary to promote the purposes in this chapter and protect the public health, safety and welfare.

Sec. 6-8.09 – OPERATION AND MAINTENANCE STANDARDS.

All wireless telecommunications facilities must comply at all times with the following operation

and maintenance standards:

(a) The permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of the PROW. The permittee shall ensure that all equipment and other improvements to be constructed and/or installed in connection with the approved WTFP are maintained in a manner that is not detrimental or injurious to the public health, safety, and general welfare and that the aesthetic appearance is continuously preserved, and substantially the same as shown in the approved plansat all times relevant to the WTFP.

(b) Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator, or any designated maintenance agent at its sole cost within 3 business days:

(1) After discovery of the need by the permittee, owner, operator, or any designated maintenance agent; or

(2) After permittee, owner, operator, or any designated maintenance agent receives notification from the City.

(c) Insurance. The permittee shall obtain and maintain throughout the term of the permit a type and amount of insurance as specified by City's risk management. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured. The permittee shall use its best efforts to provide thirty (30) days prior notice to the Public Works Director the cancellation or material modification of any applicable insurance policy.

(d) Indemnities. The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees:

i. From any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the City or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the City's approval of the permit, and

ii. From any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the permittee or, if applicable, the private property owner or any of each one's agents, employees, licensees, contractors, subcontractors, or independent contractors.

In the event the City becomes aware of any such actions or claims the City shall promptly notify the permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. The City shall have the right to approve, which approval shall not be unreasonably

withheld, the legal counsel providing theCity's defense, and the property owner and/or Permittee (as applicable) shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of defending itself against any such actions or claims as noted herein.

(e) Performance and Removal Bond. Prior to issuance of a wireless encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100% of the cost of removal of the facility as specified inthe application for the WTFP or as that amount may be modified by the Public Works Director in in the permit based on the characteristics of the application as approved. The permittee shall reimburse the City for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

(f) Adverse Impacts on Adjacent Properties. Permittee shall undertake all reasonable and technically feasible efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance,modification, and removal of the facility. All facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the use of the PROW, impede the flow of vehicular or pedestrian traffic, impair the primary use and purpose of poles/signs/traffic signals or other infrastructure, interfere with outdoor dining areas or emergency facilities, or otherwise obstruct the accessibility of the PROW.

(g) Contact Information. Each permittee of a wireless telecommunications facility shall provide the Public Works Director with the 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven days of any change.

(h) All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:

(1) Subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to City streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems (water, sewer, storm drains, gas, oil, electrical, etc.) that result from any activities performed in connection with the installation and/or maintenance of a wireless facility in the PROW;

(2) General dirt and grease;

(3) Chipped, faded, peeling, and cracked paint;

(4) Rust and corrosion;

(5) Cracks, dents, and discoloration;

(6) Missing, discolored or damaged artificial foliage or other camouflage;

(7) Graffiti, bills, stickers, advertisements, litter and debris. All graffiti on facilities must be removed at the sole expense of the permittee within forty eight (48) hours after notification from the City;

(8) Broken and misshapen structural parts; and

(9) Any damage from any cause.

(i) All trees, foliage, or other landscaping elements approved as part of the facility shall be maintained in neat, safe, and good condition at all times, and the permittee, owner,and operator of the facility shall be responsible for replacing any damaged, dead, ordecayed landscaping. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the Public Works Director.

(j) The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.

(k) Each facility shall be operated and maintained to comply with all conditions of approval. The permittee, when directed by the City, must perform an inspection of the facility and submit a report to the Public Works Director on the condition of the facility to include any identified concerns and corrective action taken.

(l) Failure to comply with the City's adopted noise standard, Section 4.12.710, *et seq.* after written notice and reasonable opportunity to cure have been given shall be grounds for the City to revoke the permit.

(m) Interference

(1) The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless encroachment permit, the permittee shall provide the City with documentation establishing to the City's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property within the PROW or City utility easement to be affected by permittee's facilities.

(2) The facility shall not damage or interfere in any way with City property, the City's operations or the operations of prior-existing, third party installations. The City will reasonably cooperate with the permittee and/or carrier to carry out such activities as are necessary to correct the interference.

i. Signal Interference. The permittee shall cure any such interference within 24 hours of written notification of the interference, or such other timeframes as may be dictated by FCC regulations, and in accordance with FCC regulations. Interference by applicant equipment impacting public safety signals shall be promptly and diligently resolved by the applicant, and may require a cease of operations of such equipment until the interference with public safety signals is fully resolved.

ii. Physical Interference. The City shall give the permittee thirty (30) days to correct the interference after which the City reserves the right to take any action it deems necessary, which could include revocation of the permit.

(3) The City at all times reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the sites. Such actions may temporarily interfere with the operation of the facility. The City will in all cases, other than emergencies, give the applicant written notification of such planned, non-emergency actions, which notice shall be provided commensurate with the City's commencement of design planning or 30 prior to the non-emergency action, whichever is greater.RF Exposure Compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.Wind Load. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.

(n) Records. The permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event the records cannot be produced by the City or the applicant, the applicant shall have the opportunity to demonstrate by other relevant evidence that the facility as-built is compliant with the applicable code and all entitlements in-place at the time of construction of the original facility and any subsequent modifications to the original facility.

(o) Attorney's Fees. In the event it is necessary to take legal action pursuant to this chapter, all costs of such legal action, including reasonable attorney's fees, shall be paid to the prevailing party, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the parties otherwise agree to waive said fees or any part thereof.

Sec. 6-8.10 – NO DANGEROUS CONDITION OR OBSTRUCTIONS ALLOWED.

No person shall install, use or maintain any wireless telecommunications facility that in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance endangers or is reasonably likely to endanger the safety of persons or property, or when such site

or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, fire station, fire escape, water valve, underground vault, valve housing structure, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location. All facilities shall be designed and located in such a manner as to avoid adverse impacts on traffic safety. A facility shall not be located within any portion of the public right-of- way interfering with access to a fire hydrant or any other public health or safety facility.

Sec. 6-8.11 – NONEXCLUSIVE GRANT; NO POSSESSORY INTERESTS.

(a) No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the City for any purpose whatsoever. Further, no approval shall be construed as a warranty of title.

(b) No possessory interest is created by a WTFP. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, the permittee acknowledge that the City has given to the applicant notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WTFP may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Wireless telecommunications facility operators shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against their right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by the WTFP.

(c) The permission granted by a WTFP shall not in any event constitute an easement on or an encumbrance against the PROW. No right, title, or interest (including franchise interest) in the PROW, or any part thereof, shall vest or accrue in permittee by reason of a wireless encroachment permit or the issuance of any other permit or exercise of any privilege given thereby.

Sec. 6-8.12 – PERMIT EXPIRATION; ABANDONMENT OF APPLICATIONS.

(a) Permit Term. Unless Government Code Section 65964, as may be amended, or anyother law authorizes the City to issue a permit with a shorter term, a permit for anywireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.

(b) A permittee may apply for a new permit within 180 days prior to expiration. To the extent allowed by law, said application and proposal shall comply with the City's current code requirements for wireless telecommunications facilities.

(c) Timing of Installation. The installation and construction authorized by a WTFP shall begin within one (1) year after its approval, or it will expire without further action by the City. The installation and construction authorized by a WTFP shall conclude, including any necessary post-installation repairs and/or restoration to thePROW,

within thirty (30) days following the day construction commenced, or at such later completion date as otherwise approved by the Director in writing based upon the City's reasonable discretion.

(d) Commencement of Operations. The operation of the approved facility shall commence no later than ninety (90) days after the completion of installation, unless additional delay is caused by power and/or backhaul providers, or the WTFP will expire without further action by the City. The permittee shall provide the Public Works Director notice that operations have commenced by the same date.

Sec. 6-8.13 – CESSATION OF USE OR ABANDONMENT.

(a) A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for ninety (90) or more consecutive days unless the permittee has obtained prior written approval from the director which shall not be unreasonably denied. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility.

(b) The operator of a facility shall notify the Public Works Director in writingof its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide written notice to the Public Works Director of any discontinuation of operations of thirty (30) days or more.

(c) Failure to inform the Public Works Director of cessation or discontinuation of operations of any existing facility as required by this Section shall constitute a violation of any approvals and be grounds for:

(1) Litigation;

(2) Revocation or modification of the permit;

(3) Acting on any bond or other assurance required by this article or conditions of approval of the permit;

(4) Removal of the facilities by the City in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or

(5) Any other remedies permitted under this code or by law.

Sec. 6-8.14 – REMOVAL AND RESTORATION—PERMIT EXPIRATION, REVOCATIONOR ABANDONMENT.

(a) Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the WTFP or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility and restore the site to the condition it was in prior to the granting of the WTFP, except for retaining the landscaping improvements and any other improvements at the discretion of the City. Removal shall be in accordance with proper health and safety requirements

and all ordinances, rules, and regulations of the City. Expired, terminated or revoked wireless telecommunications facility equipment shall be removed from the site at no cost or expense to the City.

(b) Failure of the permittee, owner or operator to promptly remove its facility and restore the property within ninety (90) days after expiration, earlier termination or revocation of the WTFP, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the Public Works Director where circumstances are beyond the control of thepermittee after expiration. Further failure to abide by the timeline provided in this Section shall be grounds for:

(1) Prosecution;

(2) Acting on any security instrument required by this chapter or conditions of approval of permit;

(3) Removal of the facilities by the City in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or

(4) Any other remedies permitted under this code or by law.

(c) Summary Removal. In the event any City director or City engineer determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, "exigent circumstances"), such director or City engineer may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within 60 days, the facility shall be treated as abandoned property.

(d) Removal of Facilities by City. In the event the City removes a wireless telecommunications facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the City for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the City may collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the City has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the City destroys any such facility not timely removed by the permittee, owner or operator after notice, or removal by the City due to exigent circumstances.

Sec. 6-8.15 – EFFECT ON OTHER ORDINANCES.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

Sec. 6-8.16 – STATE OR FEDERAL LAW.

The implementation of this chapter and decisions on applications for placement of wireless telecommunications facilities in the PROW shall, at a minimum, ensure that the requirements of this chapter are satisfied, unless it is determined that the applicant has established that denial of anapplication would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter may be waived, but only to the minimum extent required to avoid the prohibition or violation.

Sec. 6-8.17 – LEGAL NONCONFORMING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHT-OF-WAY.

(a) Legal nonconforming wireless telecommunications facilities are those facilities that existed but did not conform to this chapter on the date this chapter became effective.

(b) Legal nonconforming wireless telecommunications facilities shall, within ten years from the date this chapter became effective, be brought into conformity with all requirements of this article; provided, however, that should the owner desire to expand or modify the facility, intensify the use, or make some other change in a conditional use, the owner shall comply with all applicable provisions of this code at such time, to the extent the City can require such compliance under federal and state law.

(c) An aggrieved person may file an appeal to the City Council of any decision of the Public Works Director or other deciding body made pursuant to this Section. In the event of an appeal alleging that the ten-year amortization period is not reasonable as applied to a particular property, the city council may consider theamount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained (if any), and the harm to the public if the structure remains standing beyond the prescribed amortization period, and set an amortization period accordingly for the specific property.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.

Section 6. This ordinance shall take effect and be in full force and effect from and after 30 days

after its final passage and adoption.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the ____ day of _____ 2022, and passed and adopted at a regular meeting held on the ____ day of _____ 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Agenda Item **6**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Fire Department

Presentation By: Jesse Frias, Fire Marshal

Summary

Subject: California Senate Bill 1205 Compliance Report for State-Mandated Annual Fire Inspections

Recommendation: Adopt a Resolution acknowledging receipt of the Yuba City Fire Department's annual inspections report and recognizing the Department's level of compliance with California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4

Fiscal Impact: None

Purpose:

Provide a review of the Fire Department's efforts to meet its mandated annual Educational and Residential inspection obligations.

Council's Strategic Goal:

This item addresses the City Council's Public Safety Strategic Goal, by performing life safety inspections by the Fire Department.

Background:

California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire in December 2016 brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. This law amends preceding law such that an annual report on state mandated inspections is now required to be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be delivered when the City Council discusses its annual budget or at another time determined by the City Council. City Council shall acknowledge receipt of the report made in a Resolution or a similar formal document.

State mandated inspections were enacted by California Health & Safety Code Sections 13146.2 and 13146.3 and requires all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards. California Health & Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with sections 13146.2 & 13146.3

Although there are no penalties identified in the law, adoption of this Resolution will establish Yuba City's intent to fulfill the requirements of SB 1205 by acknowledging the Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which identifies the state mandated inspections.

Analysis:

Annually, the Fire Department is required to conduct inspections of all public and private schools, hotels, motels, lodging houses, and apartment/condominium buildings, in accordance with California Health and Safety Code Section 13146.2 and 13146.3. The purpose of annual fire inspections is to mitigate known hazards, reduce risk to the community, and ensure reasonable compliance with the California Fire Code. The Fire Department has completed its initial annual inspection of all mandated buildings that are included within the mandate for fiscal year 2021-2022.

California Health and Safety Code Section 13146.2 mandates that the local fire department inspect all hotels, motels, and lodging houses once annually. The Fire Department has inspected 11 hotels/motels, which includes an additional 5 buildings associated with these facilities.

California Health and Safety Code Section 13146.2 also mandates that the local fire department inspect all apartment buildings. The California Building Code also specifies that condominiums should be considered apartments for building code application. An apartment shall consist of three or more attached units, and excludes all duplex style buildings. The Fire Department has inspected 305 apartment complexes, which includes an additional 75 buildings associated with these facilities.

California Health and Safety Code Section 13146.3 mandates that the local Fire Department inspect all public, private and commercial day care schools once annually. The Fire Department has inspected 45 school facilities that total 244 buildings within these facilities.

In total, the Fire Department has conducted 361 mandated annual inspections during the 2021-2022 fiscal year, and has completed initial inspections of all known buildings and structures required to be inspected within the California Health and Safety Code mandate. Furthermore, the acceptance of this compliance report and the recommended resolution fulfill the statutory requirements contained in California Health and Safety Code Section 13146.2, 13146.3, and 13146.4, as amended by SB 1205.

Fiscal Impact:
None

Alternatives:

1. Do not adopt the Resolution
2. Provide further direction to staff

Recommendation:

Adopt a Resolution acknowledging receipt of the Yuba City Fire Department's annual inspections report and recognizing the Department's level of compliance with California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4.

Attachments:

1. SB 1205 Resolution 21-22

2. Senate Bill 1205 - attachment 2
3. Health & Safety Code Sec 13146.4 - attachment 3

Prepared By:	Submitted By:
Jesse Alexander	Diana Langley
Fire Chief	City Manager

ATTACHMENT 1

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ACKNOWLEDGING THE YUBA CITY FIRE DEPARTMENT'S COMPLIANCE WITH SECTIONS 13146.2, 13146.3, and 13146.4 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, and apartment house for compliance with building standards; and

WHEREAS, the City Council of Yuba City intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of the Yuba City Fire Department's compliance with California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City expressly acknowledges the measure of compliance of the Yuba City Fire Department with the California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4, and accepts the annual report from the Fire Department.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
SHANNON CHAFFIN, CITY ATTORNEY
ALESHIRE & WYNDER, LLP

ATTACHMENT 2

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

ATTACHMENT 3

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

HEALTH AND SAFETY CODE

Section 13146.4

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

(Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019.)

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Community Services Department

Presentation By: Rob Condrey, Parks and Grounds Superintendent

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Summary

Subject: Sam Brannan Restroom Replacement Project Award

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; awarding a construction contract to Public Restroom Company in the amount of $234,096 through Sourcewell Contract No. 081721-PRM, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement for the Sam Brannan Restroom Replacement project

Fiscal Impact: $245,800.80 – Account No. 901265 (Sam Brannan Restroom Replacement)

$234,096.00 – Contract Award Amount
$11,704.80 – (5%) Construction Contingency

Purpose:

To improve park facilities, while reducing maintenance needs at Sam Brannan Park.

Council Strategic Goal:

The replacement of the restroom at Sam Brannan Park addresses the City Council's Strategic Goal of Infrastructure, as the removal and replacement of an outdated and failing restroom with a new state of the art restroom will improve the park's usability and reduce need for staff maintenance.

Background:

The existing restrooms at Sam Brannan Park (Park) were installed at the time of the Park's construction in 1963. Due to the restroom's age, it was constructed with features that provide little privacy and a lack of vandal-resistant fixtures. The restroom currently has stalls with no doors for privacy, and the fixtures are frequently needing repairs due to vandalism. Additionally, the entrance doors are manual, which causes Parks staff to manually lock and unlock the restrooms daily at park opening and closing times. Lastly, due to age, the current restroom has plumbing and lighting issues which are required to be regularly repaired by Parks staff, which takes away time from other important tasks that the staff are required to complete.

In order to resolve these issues, Parks staff began researching various manufacturers that would be able to resolve these problems. After a review of available vendors and products, staff determined that

the best-fit option for restroom replacement at Sam Brannan Park would be through use of The Public Restroom Company (PRC). Staff was impressed with PRC's 40+ years of experience in design, build, and construction of restrooms, and their ability to meet all of the City's needs for Sam Brannan Park.

Analysis:

After consultation with PRC, PRC developed a scope and plans for a pre-fabricated restroom which would solve all of the aforementioned issues. Their proposed model for Sam Brannan Park includes the following features:

- Three stalls with locking doors
    - Two of the three stalls are family restrooms with changing tables
- Vandal-proof fixtures
- Automated door locks which coincide with park hours
    - The system includes "Exit" buttons in English and Spanish in the case of accidental lock-ins.
- Non-absorbent concrete and good ventilation systems to eliminate odors
- 5-year component warranty and 20-year structure warranty

If the contract is approved, PRC has stated that they will be able to deliver and install the restroom within 240 days of said contract execution.

PRC is a member of the Sourcewell Cooperative Program (Sourcewell). Sourcewell gathers nationwide bids for products and services, resulting in time and cost efficiencies in the procurement process and better purchasing leverage due to the nationwide scope. The City has used Sourcewell previously through the Blackburn Talley Lighting Replacement Project, various playground replacement projects, and currently on the bike park construction portion of the Didar S. Bains Park construction. Each time, the City has received great results and cost savings on the projects.

Staff's recommendation is to utilize Sourcewell for the procurement of the Sam Brannan Restroom Replacement Project construction contract, as is allowed under the City's Purchasing Policies and Procedures, to capitalize on the cost savings of the nationwide contract.

In order to incur further cost savings, Parks staff will coordinate with Public Works Staff to demolish the existing building in-house and prepare the existing concrete pad and utilities for connection to the new prefabricated structure.

Fiscal Impact:

Based on the Sourcewell quote, the project will cost $234,096.00. Additionally, staff is requesting a 5-percent construction contingency of $11,704.80 for any unforeseen circumstances that may arise during construction. The project will be funded through Account No. 901265 (Sam Brannan Restroom Replacement).

The installation of this state-of-the-art restroom will likely reduce annual costs associated with staff time for repairs, maintenance, and opening and closing of the restroom.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the removal and replacement of the existing restroom structure, with a new pre-fabricated restroom

structure within existing City facilities is defined as a minor alteration of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Direct staff to conduct a formal bid process, which will cause project delay and increase costs.

Attachments:

1. Attachment 1 - Resolution Sam Brannan
2. Exhibit A - Quote PRC

Prepared By:	Submitted By:
Josh Wolffe	Diana Langley
Associate Civil Engineer	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION; AWARDING A CONSTRUCTION CONTRACT TO PUBLIC RESTROOM COMPANY IN THE AMOUNT OF $234,096 THROUGH SOURCEWELL CONTRACT NO. 081721-PRM, WITH THE FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAM BRANNAN RESTROOM REPLACEMENT PROJECT

WHEREAS, the City of Yuba City desires to utilize Sourcewell Cooperative Contract No. 081721-PRM for the procurement of the Sam Brannan Restroom Replacement construction contract at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. 081721-PRM to Public Restroom Company of Minden, NV following a nationwide competitive Request for Quotation process; and,

WHEREAS, the City desires to award the bid to Public Restroom Company of Minden, NV through the Sourcewell Cooperative Contract No. 081721-PRM negotiated price of $234,096.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

Section 1. The City Council finds and determines that a Class 1 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the removal and replacement of the existing restroom structure, with a new pre-fabricated restroom structure within existing City facilities is defined as a minor alteration of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Section 2. The City Council of the City Yuba City awards the construction contract to Public Restroom Company, of Minden, NV by piggybacking on the Sourcewell Cooperative Contract No. 081721-PRM negotiated price of $234,096, with the finding that it is in the best interest of the City. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.

Section 3. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

A. Exhibit A – Quote: Sourcewell Contract Number 071619-MSL

EXHIBIT A

Price Proposal: **Sam Brannan Park - City of Yuba City, CA**
Date: **June 17, 2022**
Reference: **11321-5/31/2022-0**
PRC Sourcewell: **Contract # 081721-PRM**

Our Offer to Sell:

1. **Restroom Building delivered to site @ $ 212,828**
   Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Installation: Turnkey Installation of the Building above @ $ 21,268 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   The exterior utility connections for water, sewer and electrical 6’ or less from the footprint of the building are by owner/general contractor.

4. **Total Cost of building and installation @ $ 234,096**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:
PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:
We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
6. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
7. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
8. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
9. **Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
10. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
11. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
12. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
13. **Backflow certification if applicable by Owner/ General Contractor.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

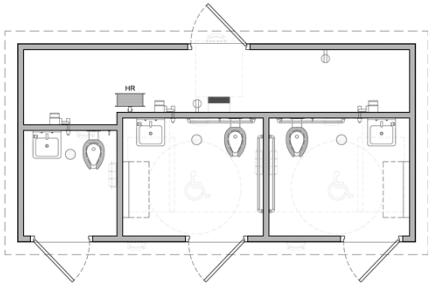
No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

_____	_____
Authorized Signature	**Date Signed**
_____	_____
Printed Name	**Legal Entity Name and Address**



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING
YUBA CITY, CALIFORNIA

SAM BRANNAN PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

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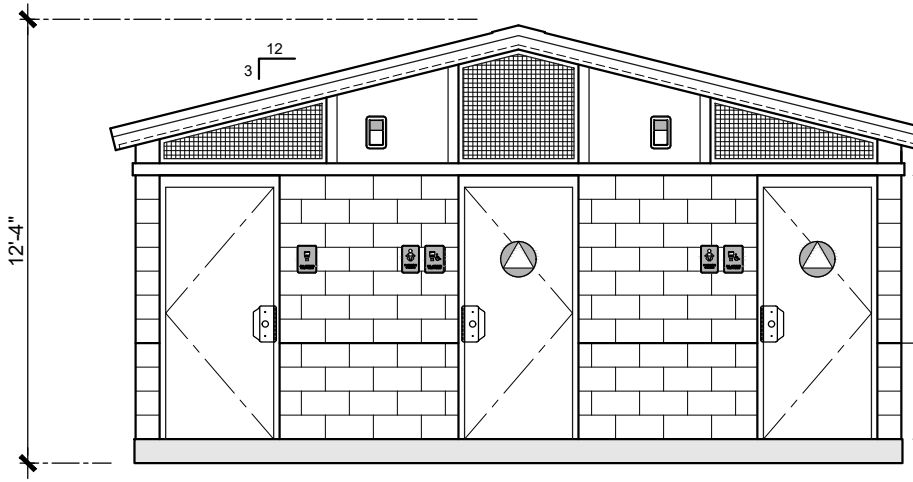
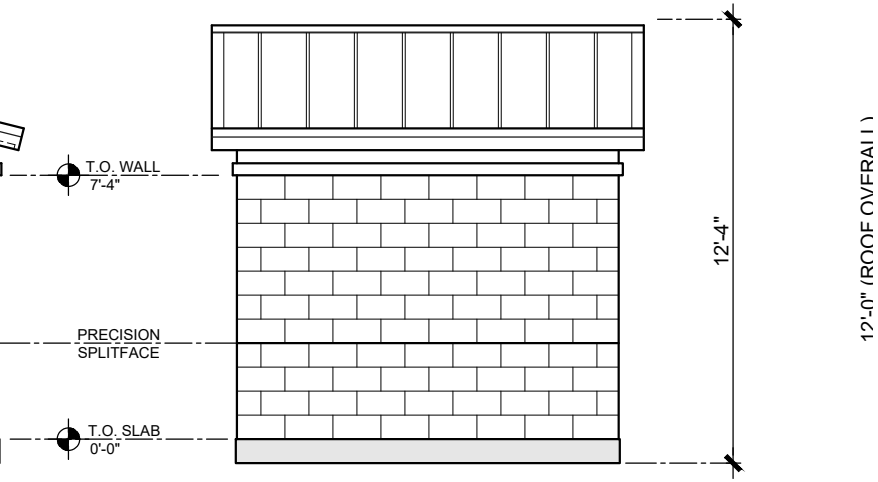
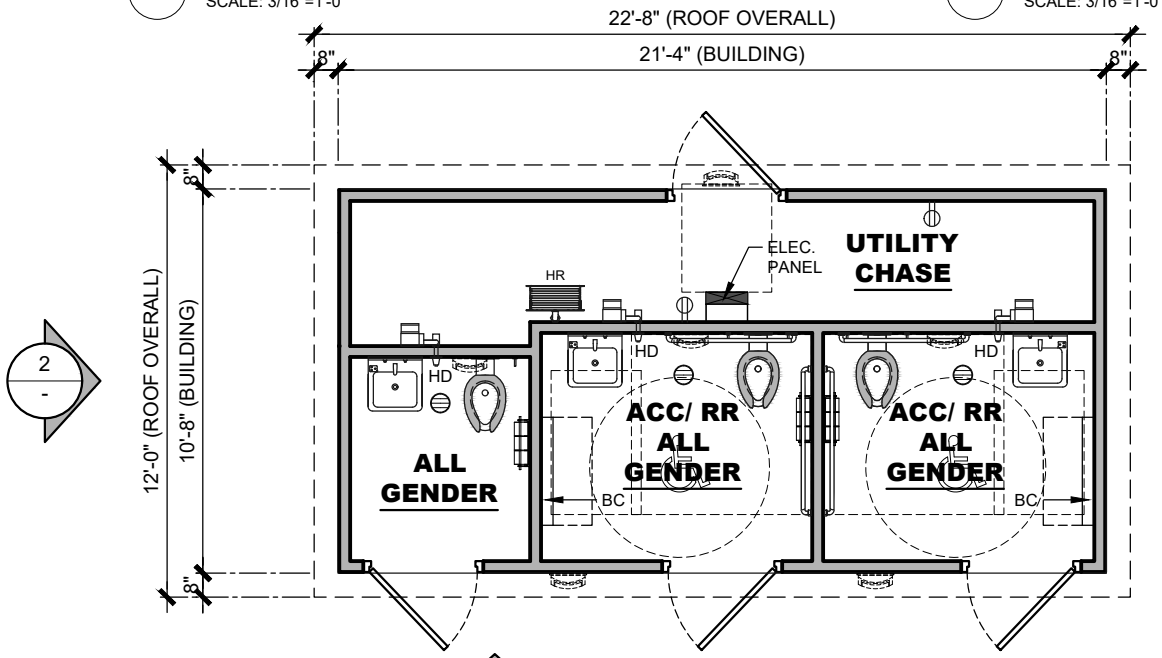
P: 888-888-2060 F: 888-888-1448





ELEVATION 1
SCALE: 3/16"=1'-0"

ELEVATION 2
SCALE: 3/16"=1'-0"



1
-

FLOOR PLAN
SCALE: 3/16"=1'0"

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

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Ph: 888-888-2060 | Fax: 888-888-1448

BUILDING TYPE: **RESTROOM BUILDING**	REVISION # **-**	REVISION DATE: -	SHEET#
		DRAWN BY: -	
PROJECT: **SAM BRANNAN PARK YUBA CITY, CA**	PROJECT #: **11321**	START DATE: **5/31/2022**	MAX. PERSON / HOUR: **135 S**
		DRAWN BY: EOR	

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

SPECIFICATIONS

Project #:	11321	Date:	6/13/2022
Project Name:	Sam Brannan Park	Bldg Size:	See Drawings
Site Address:	806 Gray Avenue	Type of Bldg:	PS-033
City, State, Zip:	Yuba City, CA 95991	Restroom	

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes
Flood Plain	Flood Plain 50 Years

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	5-11
Split Face Exterior 4" CMU	Split Face Gray	1-4

CAP BEAM

Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
FRC Siding -Above- Cap Beam	FRC Stucco Pattern-James Hardie - Painted	Above Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restroom	Block Filler & Epoxy Paint	To 1st Block Course
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Vents SS Wire Mesh	Stainless Steel Wire Mesh

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuos Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	Chase
Door Sweeps	Pemko Door Sweep 321SSN36"	Chase
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase
Magnetic Locks (SAM)	SAM Securitron System	SPN-5455 English/Spanish Button (Std)

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations 200-EH	Stainless Steel
Hand Dryer	Fastaire HD03S Hand Dryer (Short)	

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Sensor - Toilet Flush Valve	Zurn Flush Valve 1.28 Ga Zurn # ZEMS6152AV-HET-7L-1.28
Sensor Faucets	Zurn Sensor Faucet # Z6913-XL-CWB Aquasense
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION	
Water Heater	Stiebel DHC-E3	1 lavatory
Water Heater	Stiebel DHC-E8	1-2 lavatories
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12	
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve	
Water Line Material	Copper (Std)	
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required	
Hose Bibb- Interior	Acorn #8121-LF - in the Chase	
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose	

ELECTRICAL		
ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	

LIGHTING		
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integraded Occupancy Sensor (OCC)	
OCC Sensor Switch for St&CN	Occupancy Sensor Wall Switch with Dimming	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Light	W) Luminaire, Swoop Series YWP-610-OP-BRZ	15 Watts
Chase Lights	C) Green AL-41L (small Chase) Waterproof	18 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS		
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches	Single Pole (Any Other Location)	Restroom
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

Agenda Item **8**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Human Resources Department

Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Fire Local 3793 Side Letter

Recommendation: Adopt a Resolution approving a Side Letter with Fire Local 3793, effective January 29, 2022, regarding sick leave and overtime calculations through December 31, 2022

Fiscal Impact: Estimated Average Overtime Cost Increase of $400 per Pay Period

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Purpose:

To approve the Fire Local 3793 Side Letter regarding sick leave and overtime calculation through December 31, 2022.

Council's Strategic Goal:

This side letter addresses the City Council's Strategic Goal of public safety.

Background:

At the February 4, 2020 City Council meeting, City Council approved the Fire Local 3793 Memorandum of Understanding (MOU). Article 17, section 17.2 of this agreement addresses hours worked and the calculation of overtime (over 106 hours in a 14-day work period). Time during which a Fire Local 3793 employee is excused from work due to approved vacation or sick leave was not be considered as "hours worked" for the purposes of calculating the 106-hour overtime threshold.

On May 19, 2020 City Council adopted a resolution approving a temporary Side Letter to address sick leave and the overtime calculation during the local state of emergency. After City Council's formal approval of a declaration of the end of the local state of emergency, the Side Letter concluded.

In January 2022, Fire Local 3793 requested sick leave count towards hours worked. The Omicron variant of COVI-19 had begun circulating in our community, and there was concern about ensuring Local 3793 unit employees could take time off to attend to their own health and the health of their family members without being negatively impacted for overtime work. The City informally granted Local 3793's request.

Analysis:

Effective January 29, 2022, sick leave has counted as hours worked for Fire Local 3793. The City is formalizing this process with City Council as City Council has agreed to this process since January 18, 2022.

The side letter will allow any Fire Local 3793 sick leave hours to be considered as hours worked for the purposes of calculating overtime under Article 17, section 17.2 of the current MOU. This side letter shall end December 31, 2022.

All other provisions of the current Memorandum of Understanding between the City and Fire Local 3793 shall remain unchanged.

Fiscal Impact:

Staff estimates an average overtime cost increase of $400 per pay period.

Alternatives:

Do not approve Fire Local 3793 Side Letter and provide staff direction.

Recommendation:

Adopt a Resolution approving a Side Letter with Fire Local 3793, effective January 29, 2022, regarding sick leave and overtime calculations through December 31, 2022.

Attachments:

1. Fire Local 3793 Side Letter Resolution
2. Fire Local 3793 Side Letter

Prepared By:	Submitted By:
Natalie Springer	Diana Langley
Human Resources Director	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE FIRE LOCAL 3793 SIDE LETTER REGARDING SICK LEAVE AND OVERTIME CALCULATIONS THROUGH DECEMBER 31, 2022

WHEREAS, the City recognizes Fire Local 3793's commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the COVID-19 pandemic warrant temporary modification to the current Fire Local 3793 Memorandum of Understanding;

WHEREAS, City staff and Fire Local 3793 have negotiated a Side Letter, effective January 29, 2022, for Fire Local 3793 members;

WHEREAS, the City has agreed to temporarily allow all Fire Local 3793 members sick leave hours to be considered hours worked to calculate overtime under Article 17, section 17.2 of the current Memorandum of Understanding;

WHEREAS, the Side Letter shall conclude at the end of the day on December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

Approve the attached Fire Local 3793 Side Letter.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 19th day of July 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

Approved as to form:

_____
Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

Yuba City and Yuba City Firefighters' Local 3793
Side Letter of Agreement to the
2019-2021 MOU

The City of Yuba City ("City") and Yuba City Firefighters' Local 3793 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2019 through December 31, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

17.2 Overtime

Overtime refers to hours worked that exceed 106 hours in the14-day work period. Overtime hours are paid at a premium rate of time and one-half the FLSA regular rate of pay.

Only paid administrative leave, 4850 time, sick leave, and compensatory time off shall count towards the calculation of overtime. Effective January 1, 2023, only paid administrative leave, 4850 time, and compensatory time off shall count towards the calculation of overtime.

Overtime must be authorized in advance by the Fire Chief or designee.

17.3 Payment of Overtime

Overtime shall be paid as cash or CTO in the pay period in which the 14-day work period ends.

The above sections and language revisions are the only amendments to the current Memorandum of Understanding (MOU). This Side Letter Agreement does not change, modify, or otherwise alter any other terms or conditions of the current MOU between the City of Yuba City and the Yuba City Firefighters', Local 3793 (YCFF).

Date: 6/25/22

City of Yuba City

Diana Langley, City Manager

Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 6/27/2022

Local 3793

Kevin Kennedy

Brett Geyer

John Coburn

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Administration Department

Presentation By: Diana Langley, City Manager

Summary

Subject: Designation of Voting Delegates for the League of California Cities Annual Conference in September 2022

Recommendation: Designate Mayor Dave Shaw to serve as the Voting Delegate for the 2022 League of California Cities Annual Conference in September 2022, and designate Vice Mayor Kirchner and Councilmember Harris to serve as first and second alternates, respectively

Fiscal Impact: $600 for conference registration per attendee

Purpose:

To ensure that Yuba City has a voice regarding policy direction at the 2022 League of California Cities (LOCC) Annual Conference.

Council's Strategic Goal:

As the LOCC is influential in regard to legislative affairs, the City Council's participation in the Annual Conference addresses all of the Council's Strategic Goals.

Background:

The LOCC Annual Conference is being held September 7-9, 2022, in Long Beach, CA. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Friday, September 9th. At this meeting, the LOCC membership considers and takes action on resolutions that establish LOCC Policy.

Analysis:

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Two alternate voting delegates may also be appointed, one of whom may vote in the event that the designated voting delegate is unable to serve. The LOCC's bylaws state that designating a voting delegate and alternates must be done by City Council action and cannot be accomplished by the individual action of the Mayor or City Manager. The names of the voting delegate and alternate(s) must be submitted to the LOCC by September 2, 2022.

Fiscal Impact:

The registration fee for the LOCC Annual Conference is $600 per attendee, and funds were included in the FY 22/23 budget for the City Council to attend the Annual Conference.

Alternatives:

Designate another Councilmember as the Voting Delegate or alternates.

Recommendation:

Designate Mayor Dave Shaw to serve as the Voting Delegate for the 2022 League of California Cities Conference in September 2022, and designate Vice Mayor Kirchner and Councilmember Harris to serve as first and second alternates, respectively.

Attachments:

1. LOCC Voting Delegates Form

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RECEIVED

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

LEAGUE OF
CALIFORNIA
CITIES

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF
CALIFORNIA
CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

Agenda Item **10**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

Recommendation: A. Adopt a Resolution Approving Engineer's Reports and Declaring Intention to Levy for Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

B. Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for Fiscal Year (FY) 2022-23

Fiscal Impact: Receipt of assessments and expenditures of funds associated with lighting maintenance districts throughout the City.

Purpose:

To continue to provide lighting throughout the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Residential Street Light Maintenance Districts (RSLMDs) addresses the City Council's Strategic Goal of maintaining infrastructure, as the levy of the RSLMDs will ensure that street lighting remains operational.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area (Attachment 1, Exhibit A). The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City. Prior to 2009, the Districts were historically charged the maximum levy which allowed the reserves to build up.

Analysis:

The Engineer's Annual Levy Reports (Reports) have been prepared and are on file in the City Clerk's

Office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution approving the Reports and the Resolution of Intention to order improvements are required by State law to continue the Residential Street Light Maintenance Districts. The action proposed in the Reports set a Public Hearing for the Council meeting to be held on August 16, 2022 to establish assessments for the coming year.

Fiscal Impact:

Annual levies will remain unchanged for both Districts. The proposed levy amounts for each District are shown in Attachment 2.

The projected revenue, expenditures, and cash balance for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 7/1/20
Tierra Buena Area	$22,404	$23,019	$112,854
Walton Area	$81,677	$74,373	($24,499)

Operating costs for the Walton area have neared or exceeded the maximum levy for the district multiple times over the past ten years. Additionally, operating costs for Walton have increased while operating costs for Tierra Buena have decreased after FY 2015-16. The City believes that there is an error within PG&E's billing system and is performing an internal audit to determine the cause of the discrepancy and correct any billing issues moving forward.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2022-23, or cancel the District and find alternative funding sources to operate the streetlights.
2. Council may direct City staff to follow legal procedures in order to modify the Residential Street Light Maintenance Districts to include Cost of Living Adjustment (COLA) provisions.

Attachments:

1. Attachment 1 - Resolution RSLMDs Intent
2. Exhibit A - District Maps RSLMDs
3. Attachment 2 - Proposed Assessments - RSLMDs
4. Attachment 3 - Engineer's Report

Prepared By:
Josh Wolffe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE ENGINEER'S REPORTS AND DECLARING ITS INTENTION TO LEVY THE ANNUAL ASSESSMENT FOR FISCAL YEAR 2022-23 FOR THE YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE DISTRICT (TIERRA BUENA AREA)

WHEREAS, the County of Sutter previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the County Board of Supervisors in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City of Yuba City annexed the areas in which the Districts existed, and as a result became responsible for the administration of the Districts; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto for each of the Districts in accordance with the provisions of the California Constitution Article XIIID and Proposition 218; and

WHEREAS, the Council directed and authorized the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the "Engineer's Report") with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll; and

WHEREAS, the City Engineer has prepared the Engineer's Reports for the Districts, and has filed them with the City Clerk; and

WHEREAS, the City Council desires to approve said Engineer's Reports, declare its intention to levy the annual assessment for Fiscal Year 2022-23 for the Districts, and appoint a time and place for public hearing on these matters.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention to order, the levy and collection of an annual assessment against the assessable lots and parcels of property within existing assessment districts designated Yuba

City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.

3. The boundaries of the District are generally located and depicted in "Exhibit A" attached hereto.

4. The proposed improvements are briefly described as follows: the operation of residential street lights.

5. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2022-23 are proposed to be remain the same as previously approved as compared to the assessments levied and collected for Fiscal Year 2020-21.

6. By previous resolution, the City Council directed the City Engineer to prepare and to file Engineer's Reports pursuant to the provisions of the Act. The Engineer has prepared and filed written reports with the City Clerk that are titled "City of Yuba City, Residential Street Light Maintenance District No. 1, (Walton Area), 2022/2023 Engineer's Annual Levy Report," and "City of Yuba City, Residential Street Light Maintenance District No. 1, (Tierra Buena), 2022/2023 Engineer's Annual Levy Report" . Reference is made to the Engineer's Reports on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the Districts, and the proposed assessments upon assessable lots and parcels of land within the Districts. The Office of the City Clerk is located at 1201 Civic Center Boulevard, Yuba City, CA 95993.

7. Notice is hereby given that the City Council designates August 16, 2022, at 6:00 p.m., in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA, as the date, time, and place for the hearing of protests or objections to the levy of the proposed assessments in connection with the Districts. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest that is mailed must be received at City Hall at or prior to 4:30 p.m. on August 16, 2022.

8. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing by giving notice once a week, for two successive weeks, with at least five days in between each publication.

9. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

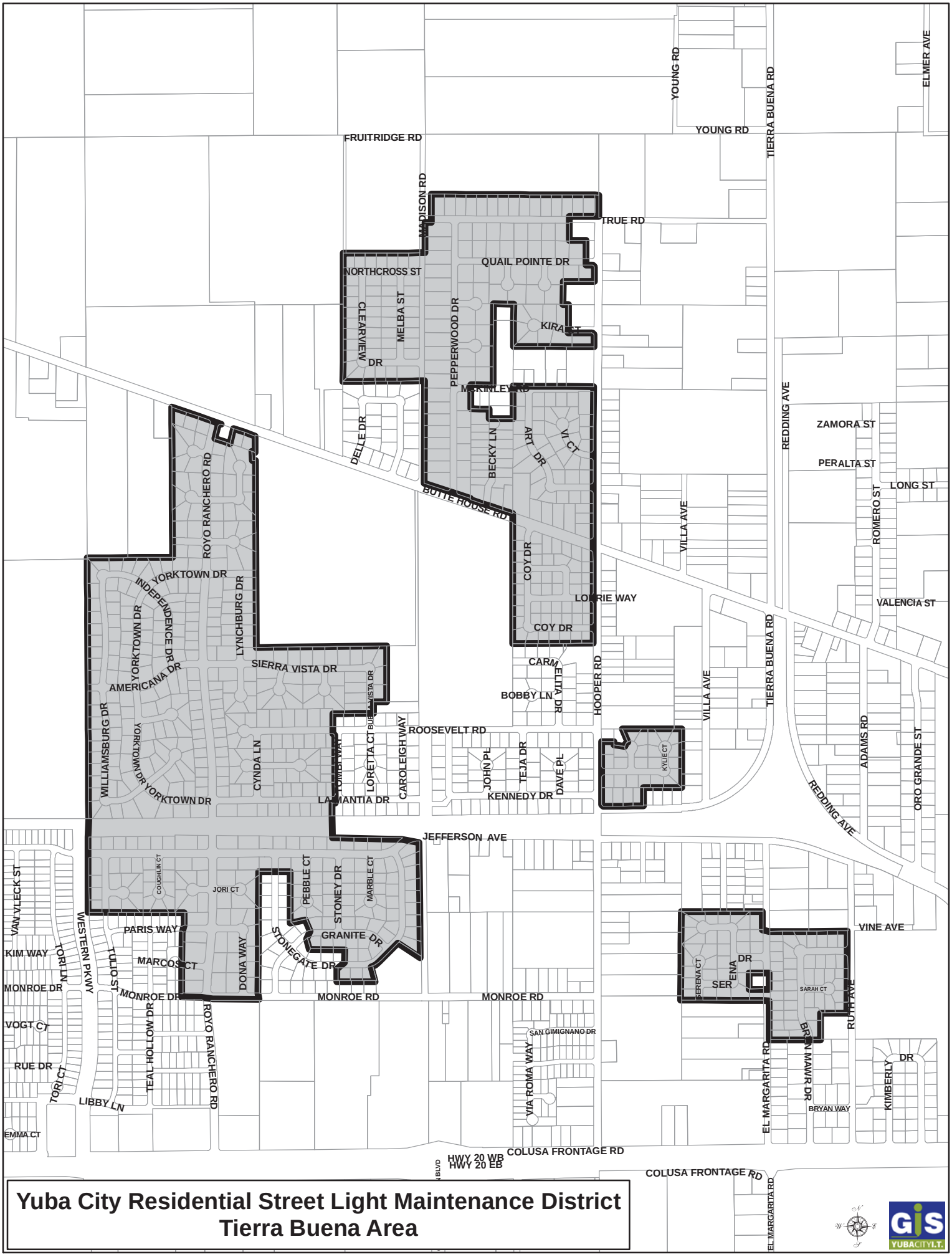
_____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Maps

EXHIBIT A

Yuba City Residential Street Light Maintenance District
Walton Area



Yuba City Residential Street Light Maintenance District
Tierra Buena Area

ATTACHMENT 2

PROPOSED ASSESSMENTS

WALTON RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit - $)	Change From Previous Year ($)	Maximum Levy Allowed ($)
Bogue Ranch	$37.00	$0.00	$37.00
Bogue Ranch II	$59.40	$0.00	$59.40
Cypress	$41.74	$0.00	$41.74
Hampton Estates I	$45.58	$0.00	$45.58
Hampton Estates II	$41.80	$0.00	$41.80
Kushlia Village	$62.00	$0.00	$62.00
Lincoln Park II	$52.56	$0.00	$52.56
Lincoln Pointe	$51.48	$0.00	$51.48
Lincoln Village I	$61.44	$0.00	$61.44
Lincoln Village II	$50.78	$0.00	$50.78
Meadowood I	$73.12	$0.00	$73.12
Meadowood II	$111.88	$0.00	$111.88
Orchard II	$62.92	$0.00	$62.92
Orchard III	$34.60	$0.00	$34.60
Ravenwood I	$54.06	$0.00	$54.06
Ravenwood II	$67.28	$0.00	$67.28
Ravenwood III	$40.40	$0.00	$40.40
Sanborn Estates	$63.58	$0.00	$63.58
Sandpiper I, II, III	$46.32	$0.00	$46.32
Sun Valley II	$51.48	$0.00	$51.48
Sunrise Village	$58.56	$0.00	$58.56
W Ranch Meadowood	$67.06	$0.00	$67.06
Walton Park Estates	$38.00	$0.00	$38.00
Walton Ranch	$60.06	$0.00	$60.06
Woodside Village II	$67.56	$0.00	$67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit)	Change From Previous Year	Maximum Levy Allowed
Bryn Mawr Estates III	$25.38	$0.00	$61.22
Bryn Mawr Estates IV	$27.16	$0.00	$65.52
Buena Vista I	$14.94	$0.00	$36.04
Buena Vista II	$34.78	$0.00	$83.90
Butte Rancho	$27.93	$0.00	$67.38
Butte View Estates	$36.94	$0.00	$89.10
Country Aire	$32.22	$0.00	$77.72
Kira Estates	$33.20	$0.00	$80.08
Loma Vista	$34.14	$0.00	$82.36
Quail Pointe Estates	$37.10	$0.00	$89.50
Ranchero II & III	$45.15	$0.00	$108.90
Ranchero IV & VI	$20.13	$0.00	$48.54
Ranchero Estates I	$26.72	$0.00	$64.46
Ranchero Estates V	$24.90	$0.00	$60.06
Rancho De Royo I Ph I	$52.42	$0.00	$126.44
Rancho De Royo II Ph II	$27.18	$0.00	$65.56
Skyview Place	$33.95	$0.00	$81.90
Stonegate Village Unit I	$24.59	$0.00	$59.32
Stonegate Village Unit II	$21.52	$0.00	$51.90
Stonegate Village Unit III	$17.24	$0.00	$41.58
Suburban Acres	$20.31	$0.00	$49.00
Tara Estates	$21.09	$0.00	$50.86
Teja IV	$29.73	$0.00	$71.72
Walnut Acres	$21.69	$0.00	$52.32

ATTACHMENT 3

Engineer's Reports will be available at the 07/19/2022 City Council Meeting

Agenda Item **11**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Yuba City Landscape Maintenance District No.1 (Stabler Lane/Garden Highway Area) Resolution of Intent

Recommendation: A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
- Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1

B. Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for FY 22/23

Fiscal Impact: Receipt of assessments and expenditures of funds for Landscape Maintenance District No. 1.

Purpose:

To continue to provide Lighting and Landscape Maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Landscape Maintenance District No. 1 (LLMD No. 1) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying (LLMD No. 1) will ensure that landscaping and associated items are maintained and in operation.

Background:

The City annually levies and collects a special assessment in order to maintain and service landscaping that provides special benefit to the parcels identified in Landscape Maintenance District 1 (Attachment 2, Exhibit A). The assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed.

District 1 includes the Stabler Lane area (A) and Garden Highway area (B, B_1, and B_2). Zones A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover the expenses. Zones B_1 and B_2 are recently formed zones of benefit and do have provisions for a COLA which is based on the Consumer Price Index from January to January.

In previous years, the expenditures in District No. 1 exceeded the revenue due to increasing costs and the lack of COLA provisions, creating negative Reserve Fund Balances.

The City has addressed these negative fund balances with aggressive cost-cutting measures and transfers from the General Fund and Streets and Road Fund. The City has reduced professional services, water, and administration expenses, allowing the revenue to exceed the expenditures in District No. 1.

The City previously attempted to modify District No. 1 to include the COLA provisions, but residents within the District opposed the modification. Without the ability to increase rates, the cost to maintain the district has exceeded revenues received from the assessments. In order to restore maintenance levels, the City could again approach property owners about approving an assessment increase through a Proposition 218 process.

Analysis:

The Engineer's Annual Report has been prepared and is on file in the City Clerk's office. The report describes the District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution approving the Annual Report and the Resolution of Intention to order improvements are required by state law to continue the District. The proposed action in this report sets a public hearing for the Council meeting to be held on August 16, 2022 to establish assessments for the coming year.

Fiscal Impact:

The proposed assessments for Fiscal Year 22/23 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve, for the Districts are as follows:

District – Zone of Benefit	Revenue	Expenditures	Projected Reserve Fund Balance as of 7/1/23*
1 - A	$22,007	$19,546	$2,975
1 – B**	$66,250	$64,987.76	$29,778

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.
**Dollar amounts for both Zones of Benefit B, B_1, and B_2 are included within "1-B" row of table.

The reserve balance in Zone of Benefit B consists of General Fund transfers that were unspent from previous years. Staff recommends maintaining this reserve balance to cover unforeseen expenses that may come up throughout the year. Moving forward, the City may be required to reduce maintenance levels in District No. 1, or utilize General Fund Gateway Maintenance Transfer funds to maintain previous years' level of maintenance.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue

and expenditure amounts in FY 22/23, or cancel the District and find alternative funding sources to maintain the landscaping.

2. Council may direct City staff to follow legal procedures in order to modify District No. 1 to include an adjustment to match current expenditures with COLA provisions to avoid revenue shortfalls in the future.
3. Council may direct other fund sources to supplement the District revenues based on previous Fiscal Year expenditures. In previous fiscal years, the average expenditure dollar amount in Zone of Benefit B was approximately $100,000 with revenues being approximately $65,000.

Attachments:

1. Attachment 1 - Resolution LLMD 1 Approve Engineer's Report
2. Attachment 2 - Resolution LLMD 1 Set Public Hearing Date
3. Exhibit A - District Maps LLMD 1
4. Attachment 3 - Proposed Assessments - LLMD 1 Intent
5. Attachment 4 - Engineer's Report

Prepared By:	Submitted By:
Josh Wolffe	Diana Langley
Associate Civil Engineer	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE ENGINEER'S REPORT FOR THE YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (STABLER LANE/GARDEN HIGHWAY AREA)

WHEREAS, the City Council of the City of Yuba City previously formed Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, on July 5, 2022, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2022-2023 Fiscal Year; and

WHEREAS, the City Engineer has prepared and filed a written report with the City Clerk entitled "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2022/2023 Engineer's Annual Levy Report" (the "Engineer's Report") as called for in said Resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said Engineer's Report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

WHEREAS, the City Council desires to formally approve the Engineer's Report, as filed, pursuant to Section 22623 of the Act.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

2. The City Council finds that the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said Engineer's Report be, and each of them are hereby, preliminarily approved and confirmed.

3. The City Council finds that the diagram showing the District referred to and described in said Engineer's Report, the boundaries of the subdivisions of the land within said District, is the same as existed at the time of passage of said Resolution and is hereby preliminarily approved and confirmed.

4. The City Council finds that the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from the work and incidental expenses as contained and detailed in the Engineer's Report, which is hereby preliminarily approved and confirmed.

5. The City Council hereby approves the "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2022/2023 Engineer's Annual Levy Report." Said report shall serve as the Engineer's Report for the purposes of subsequent proceedings for Landscape Maintenance District No. 1.

6. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (STABLER LANE/GARDEN HIGHWAY AREA) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1973, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 ("Act") requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, assessments levied within the District provide revenue for the purposes of the servicing, operation, maintenance, repair, and replacement of the designated turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments; and

WHEREAS, on July 5, 2022, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2022-2023 Fiscal Year; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the "Engineer's Report" with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on July 19, 2022, the City Council adopted a Resolution approving the Engineer's Report as filed, pursuant to Section 22623 of the Act; and

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2022-2023, and to call a public hearing thereto.

NOW, THEREFORE**,** be it resolved by the City Council of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention to order, the levy of and collection of assessments against the assessable lots and parcels of property within an existing assessment district designated Yuba City Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.

3. The boundaries of the District are generally located and depicted in "Exhibit A" attached hereto.

4. The proposed improvements are briefly described as follows: the servicing, operation, maintenance, repair, and replacement of the designated turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments.

5. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2022-23 are proposed to increase from the assessments levied and collected for Fiscal Year 2021-22.

6. By previous resolution, the City Council directed the City Engineer to prepare and to file an Engineer's Report pursuant to the provisions of the Act. The Engineer has prepared and filed a written report with the City Clerk that is titled "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2022/2023 Engineer's Annual Levy Report" and by previous resolution the City Council approved the Engineer's Report as filed. Reference is made to the Engineer's Report on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 1201 Civic Center Boulevard, Yuba City, CA 95993

7. Notice is hereby given that the City Council designates August 16, 2022 at 6:00 p.m., in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA, as the date, time, and place for the hearing of protests or objections to the levy of the proposed assessments in connection with the District. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest

that is mailed must be received at City Hall at or prior to 4:30 p.m. on August 16, 2022

8. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing in accordance with law.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

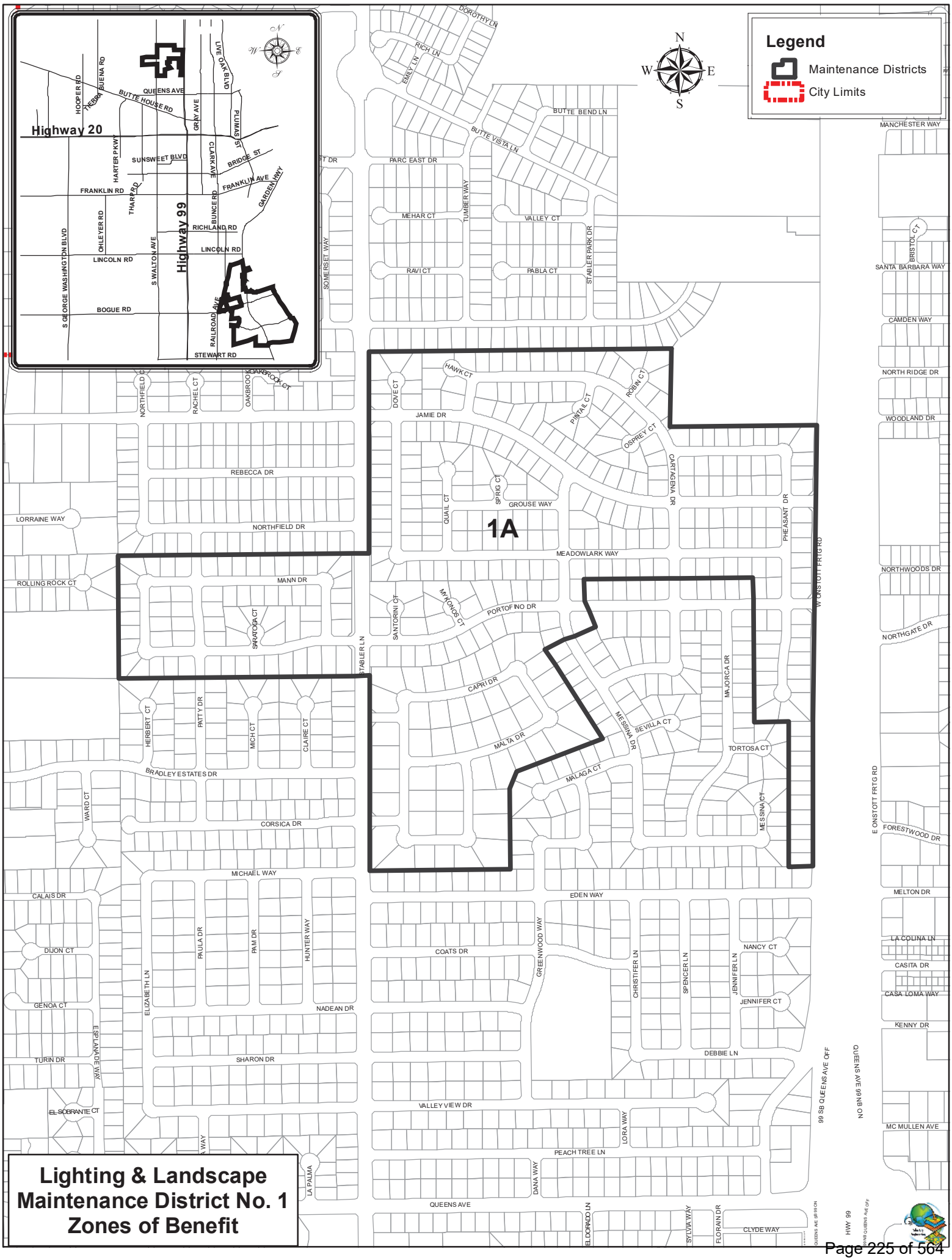
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

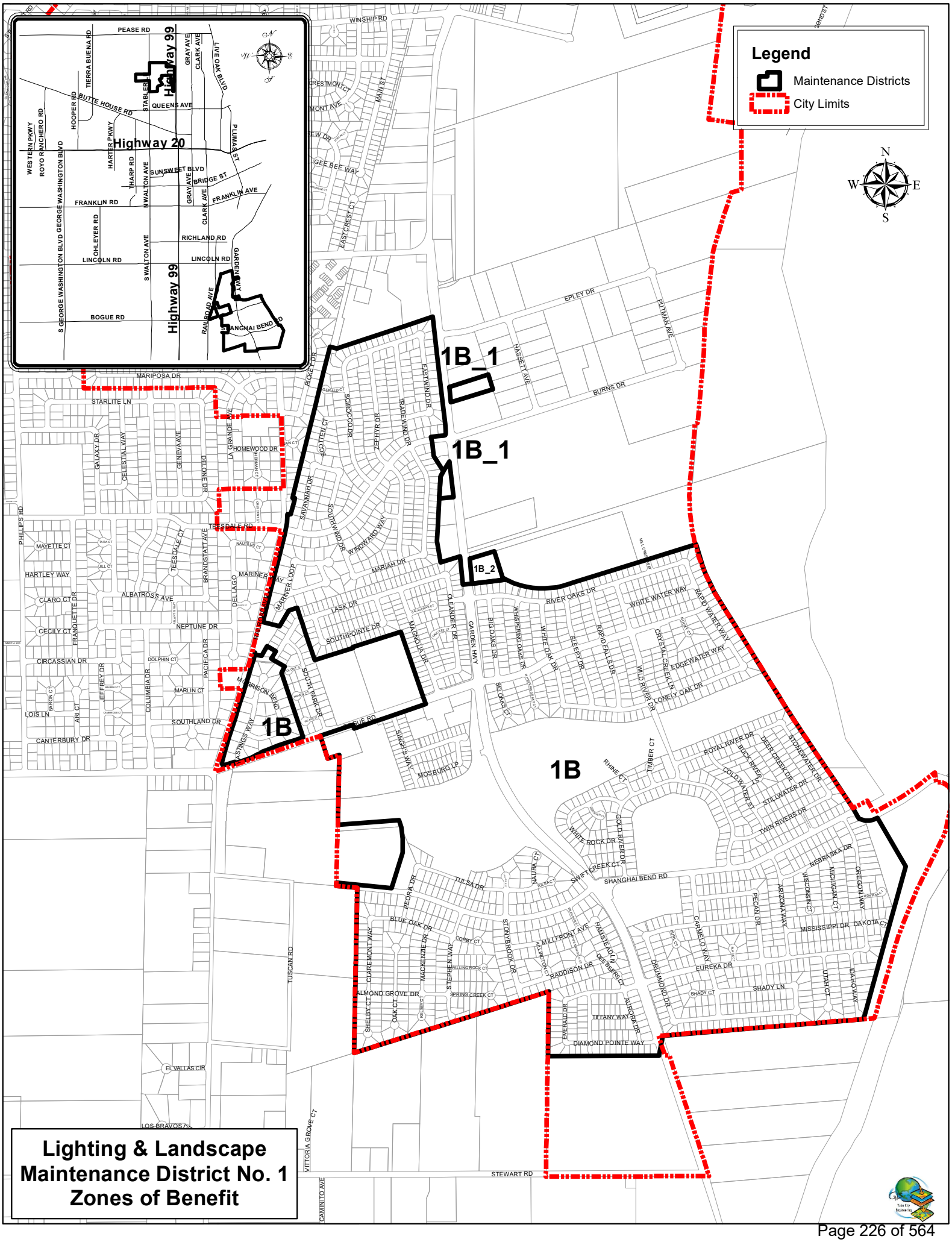
Attachment(s):

Exhibit A – District Map

EXHIBIT A



Lighting & Landscape Maintenance District No. 1 Zones of Benefit



Lighting & Landscape Maintenance District No. 1 Zones of Benefit

ATTACHMENT 3

DISTRICT 1 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2022/23 Proposed Levy Rate ($)	Change From Previous Year ($)	Maximum Levy Rate Allowed ($)
1	A	$56.72	$0.00	$56.72
	B	$29.50	$0.00	$29.50
	B_1	$36.58	$2.54	$36.59
	B_2	$334.80	$23.29	$334.81

ATTACHMENT 4

Engineer's Report will be available at the 07/19/2022 City Council Meeting

Agenda Item **12**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent

Recommendation: A. Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6
- Resolution of Intention to Order Improvements and Set a Public Hearing for August 16, 2022 at 6:00 PM to establish assessments for Fiscal Year (FY) 2022-23 , Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6

Fiscal Impact: Receipt of assessments and expenditures of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide Lighting and Landscape Maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5, and Yuba City Lighting and Landscape Maintenance District No. 6 (LLMD Nos. 2-6) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying (LLMD Nos. 2-6) will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping

and lighting improvements that provide special benefit to the parcels identified in Lighting and Landscape Maintenance Districts 2-6 (Attachment 2, Exhibit A). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed.

District Nos. 2 (Town Square Area); 3, 4, and 5 (69 subdivisions located throughout the City); and 6 (several commercial areas throughout the City) have provisions for a Cost of Living Adjustment (COLA), which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution of Intention to order improvements is required by state law to continue the Districts. The proposed action in these reports set a public hearing for the Council meeting to be held on August 16, 2022 to establish assessments for the coming year.

District Nos. 3, 4, 6, and District 5 Zones of Benefit B-L will see increases in their annual levies, while District 2 Zone of Benefit A, and District 5 Zone of Benefit A will see decreases in their annual levies. The levies were raised in response to inflation, while District 2 Zone of Benefit A, and District 5 Zone of Benefit A levies were decreased due to sufficient reserves and revenues which exceeded expenditures.

Fiscal Impact:

The proposed assessments for FY 2022-23 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve, for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 7/1/22*
2	$83,372	$41,035	$111,665
3	$10,662	$8,676	$27,566
4	$153,205	$135,737	$144,411
5	$575,655	$577,967	$221,495
6	$29,125	$14,792	$141,897

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2022/23, or cancel the Districts and find alternative funding sources to maintain the lighting and landscaping.

Attachments:

1. Attachment 1 - Resolution LLMDs 2-6 Approve Engineer's Report
2. Attachment 2 - Resolution LLMDs 2-6 Set Public Hearing Date
3. Exhibit A - District Maps 2-6
4. Attachment 3 - Proposed Assessments - LLMDs 2-6 Intent
5. Attachment 4 - Engineer's Report

Prepared By:
Josh Wolffe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE ENGINEER'S REPORTS FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NOS. 2, 3, 4, & 5 (TOWN CENTER AND 69 SUBDIVISIONS THROUGHOUT YUBA CITY) AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6 (COMMERCIAL DISTRICT)

WHEREAS, the City Council of the City of Yuba City previously formed Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 & 6 ("Districts"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, on July 5, 2022, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the Districts for the 2022-23 Fiscal Year; and

WHEREAS, the City Engineer has prepared and filed written reports with the City Clerk entitled "City of Yuba City, Lighting and Landscape Maintenance District No. 2, Zone of Benefit A (Town Center), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 3, Zone of Benefit A, (Palisades Subdivision), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 4, Zones of Benefit A, B, C, & D, (Butte Vista Neighborhood), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 5, Zones of Benefit A-L, 2021-2022 Engineer's Annual Levy Report," and "City of Yuba City, Lighting and Landscape Maintenance District No. 6, (Zones of Benefit A_1, A_2, & A_3 and, Zones of Benefit B_1, B_2, B_3, B_4, B_5, B_6, B_7, B_8, B_9, B_10, B_12, B_13, B_14, & B_15, and Zone of Benefit C_1, 2022/2023 Engineer's Annual Levy Report", (the "Engineer's Reports") as called for in said Resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said Engineer's Reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that no portion of the reports require or should be modified in any respect.

WHEREAS, the City Council desires to formally approve the Engineer's Reports, as filed, pursuant to Section 22623 of the Act.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

2. The City Council finds that the Engineer's estimates prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said Engineer's Reports be, and each of them are hereby, preliminarily approved and confirmed.

3. The City Council finds that the diagram showing the Districts referred to and described in said Engineer's Reports, the boundaries of the subdivisions of the

land within said Districts, is the same as existed at the time of passage of said Resolution and is hereby preliminarily approved and confirmed.

4. The City Council finds that the proposed assessment upon the subdivisions of land in said Districts is in proportion to the estimated benefit to be received by said subdivisions, respectively, from the work and incidental expenses as contained and detailed in the Engineer's Report, which is hereby preliminarily approved and confirmed.

5. The City Council hereby approves the "City of Yuba City, Lighting and Landscape Maintenance District No. 2, Zone of Benefit A (Town Center), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 3, Zone of Benefit A, (Palisades Subdivision), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 4, Zones of Benefit A, B, C, & D, (Butte Vista Neighborhood), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 5, Zones of Benefit A-L, 2022-2023 Engineer's Annual Levy Report," and "City of Yuba City, Lighting and Landscape Maintenance District No. 6, (Zones of Benefit A_1, A_2, & A_3 and, Zones of Benefit B_1, B_2, B_3, B_4, B_5, B_6, B_7, B_8, B_9, B_10, B_12, B_13, B_14, & B_15, and Zone of Benefit C_1, 2022/2023 Engineer's Annual Levy Report." Said reports shall serve as the Engineer's Reports for the purposes of subsequent proceedings for Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6.

6. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NOS. 2, 3, 4, & 5 (TOWN CENTER AND 69 SUBDIVISIONS THROUGHOUT YUBA CITY) AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6 (COMMERCIAL DISTRICT) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1973, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 ("Act") requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of Yuba City previously formed Landscape Maintenance District Nos. 2, 3, 4, 5 & 6 ("Districts"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, assessments levied within the Districts provide revenue for the purposes of the servicing, operation, maintenance, repair, and replacement of the street lights, walls, landscape strip, planters, landscape material, irrigation systems, median landscaping, street trees, detention pond, and detention pond landscape strip surrounding the developments; and

WHEREAS, on July 5, 2022, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2022-23 Fiscal Year; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the "Engineer's Report" with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on July 19, 2022, the City Council adopted a Resolution approving the Engineer's Report as filed, pursuant to Section 22623 of the Act; and

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2022-23, and to call a public hearing thereto.

NOW, THEREFORE**,** be it resolved by the City Council of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention to order, the levy of and collection of assessments against the assessable lots and parcels of property within existing assessment districts designated Landscape Maintenance District Nos. 2, 3, 4, 5 & 6 ("Districts"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.

3. The boundaries of the Districts are generally located and depicted in "Exhibit A" attached hereto.

4. The proposed improvements are briefly described as follows: the servicing, operation, maintenance, repair, and replacement of the street lights, walls, landscape strip, planters, landscape material, irrigation systems, median landscaping, street trees, detention pond, and detention pond landscape strip surrounding the developments.

5. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for Fiscal Year 2022-23 are to be modified as follows: assessments for District No. 2 Zone of Benefit "A" and District No. 5 Zone of Benefit "A" for Fiscal Year 2022-23 are proposed to be reduced as compared to the previous year as described in the Engineer's Report. The assessments for District Nos. 2 (except Zone of Benefit "A"), 3, 4, 5, (except Zone of Benefit "A"), and 6 for Fiscal Year 2022-23 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less that the amount approved for said Districts at the time of the Districts' respective formations.

6. By previous resolution, the City Council directed the City Engineer to prepare and to file Engineer's Reports pursuant to the provisions of the Act. The Engineer has prepared and filed written reports with the City Clerk that are titled "City of Yuba City, Lighting and Landscape Maintenance District No. 2, Zone of Benefit A (Town Center), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 3, Zone of Benefit A, (Palisades Subdivision), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 4, Zones of Benefit A, B, C, & D, (Butte Vista Neighborhood), 2022/2023 Engineer's Annual Levy Report," "City of Yuba City, Lighting and Landscape Maintenance District No. 5, Zones of Benefit A-L, 2021-2022 Engineer's Annual Levy Report," and "City of Yuba City, Lighting and Landscape Maintenance District No. 6, (Zones of Benefit A_1, A_2, & A_3 and, Zones of Benefit B_1, B_2, B_3, B_4, B_5, B_6, B_7, B_8, B_9, B_10, B_12, B_13, B_14, & B_15, and Zone of Benefit C_1, 2022/2023 Engineer's Annual Levy Report" and by previous resolution the City Council approved the Engineer's

Reports as filed. Reference is made to the Engineer's Reports on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the Districts, and the proposed assessments upon assessable lots and parcels of land within the Districts. The Office of the City Clerk is located at 1201 Civic Center Boulevard, Yuba City, CA 95993.

7. Notice is hereby given that the City Council designates August 16, 2022, at 6:00 p.m., in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA, as the date, time, and place for the hearing of protests or objections to the levy of the proposed assessments in connection with the Districts. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest that is mailed must be received at City Hall at or prior to 4:30 p.m. on August 16, 2022.

8. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing in accordance with law.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

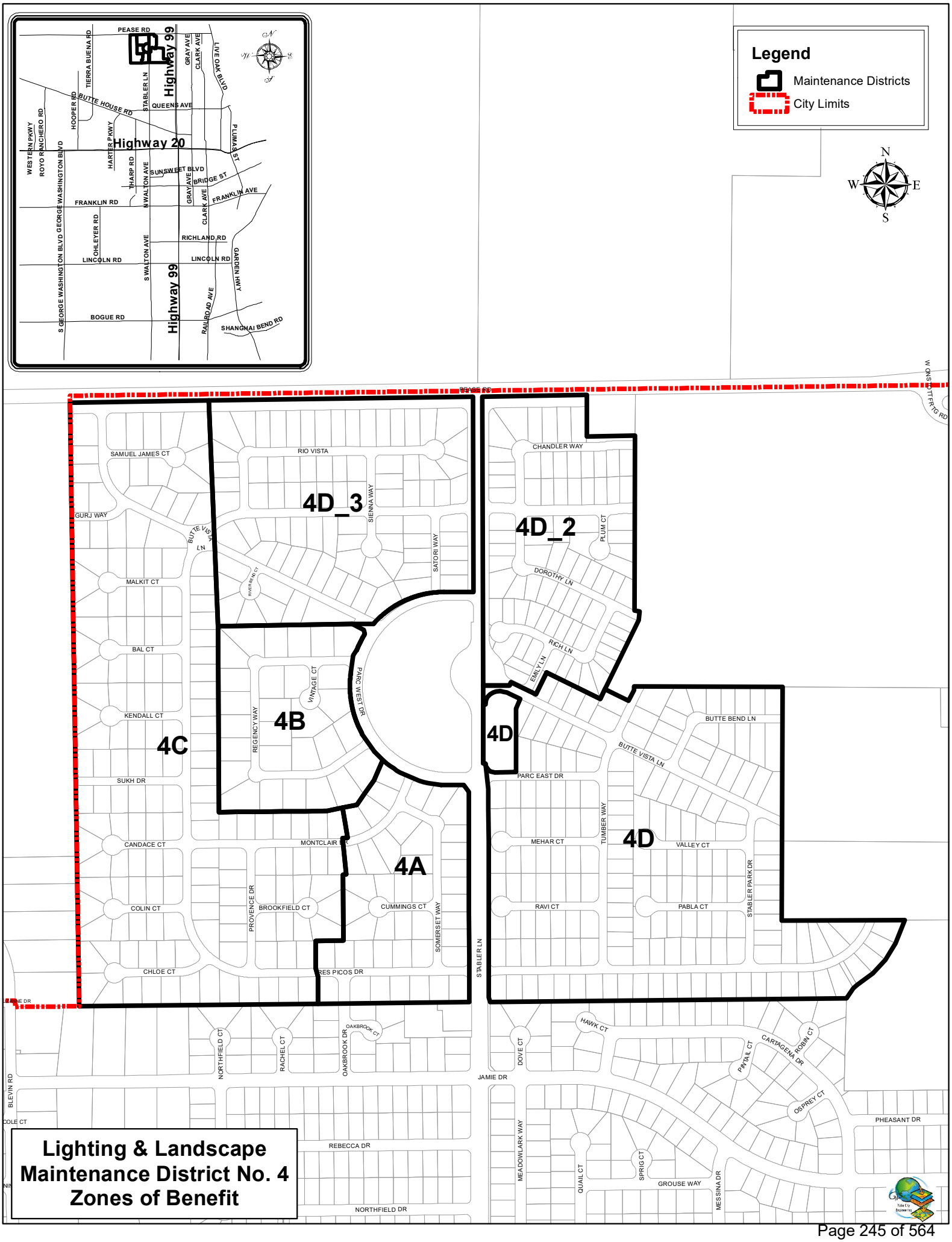
Attachment(s):

Exhibit A – District Maps

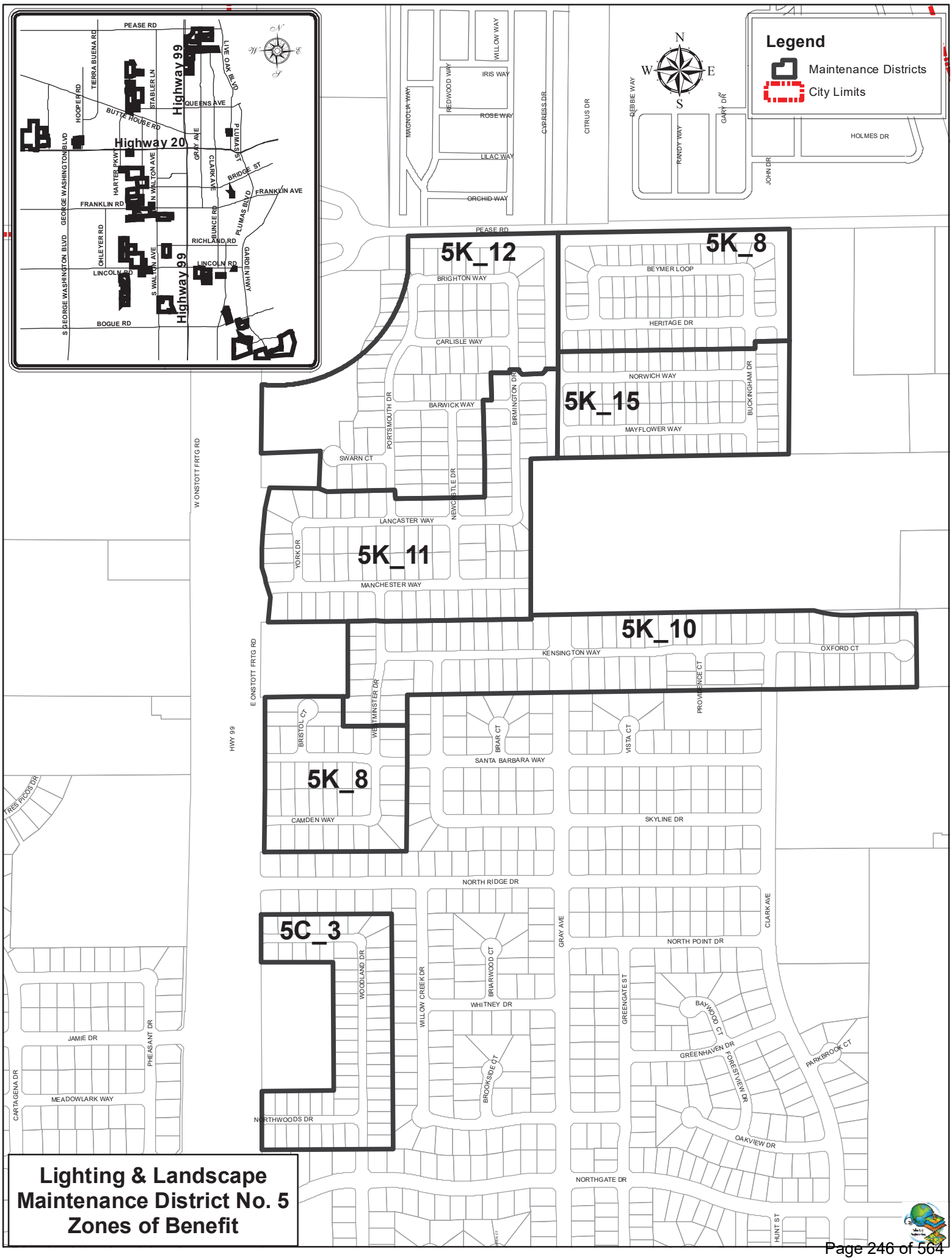
EXHIBIT A

Lighting & Landscape Maintenance District No. 2 Zones of Benefit

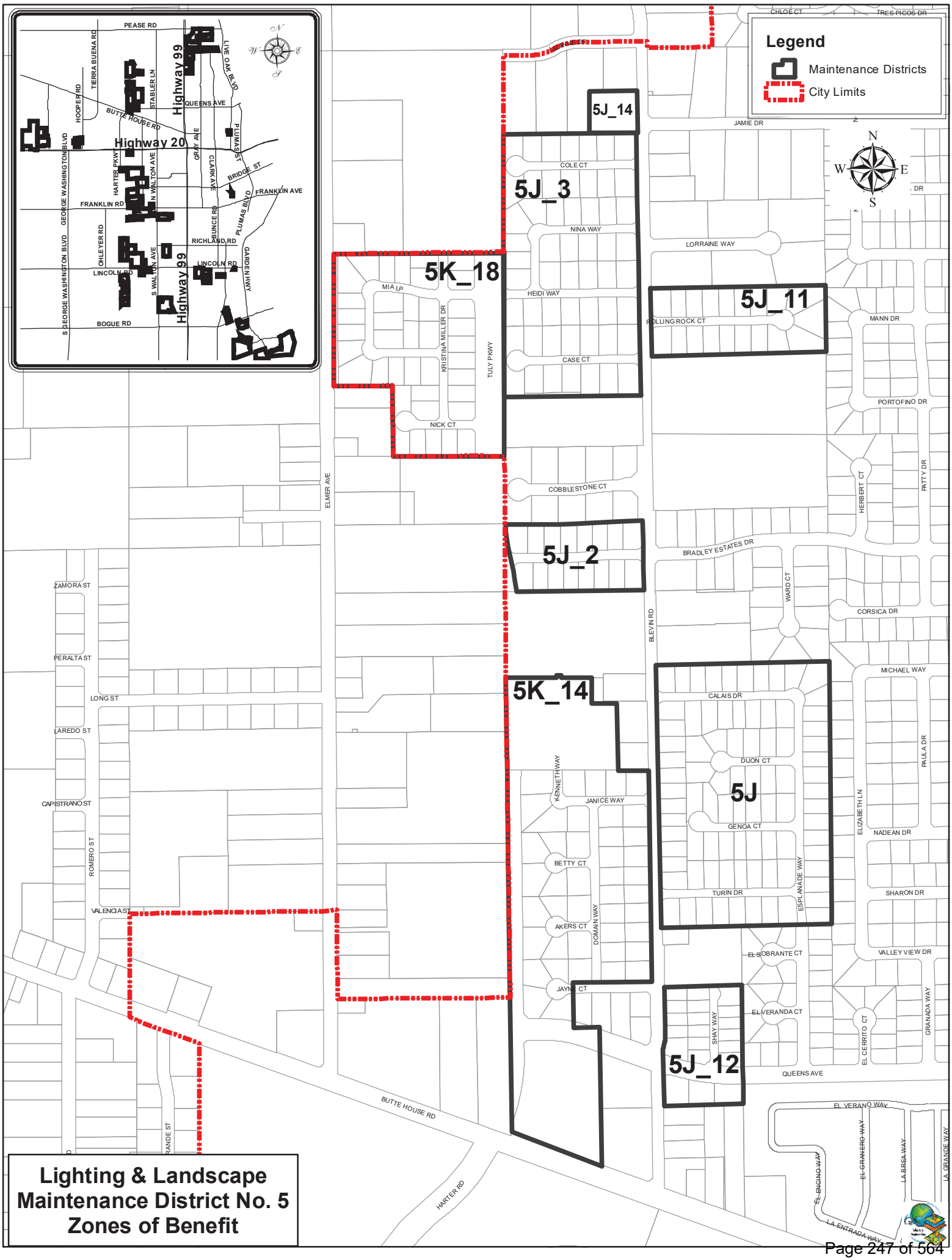
Lighting & Landscape Maintenance District No. 3 Zones of Benefit



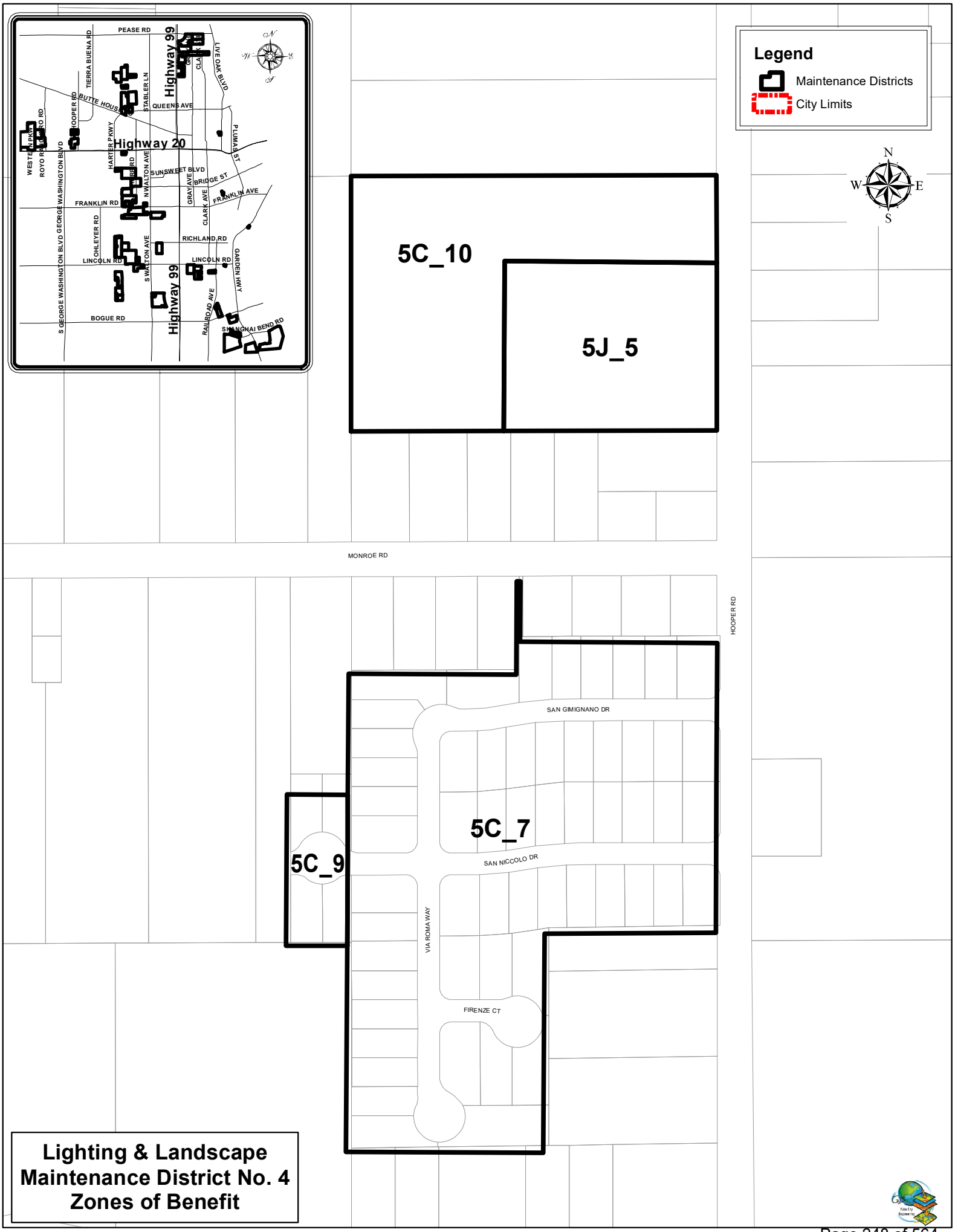
Lighting & Landscape Maintenance District No. 4 Zones of Benefit



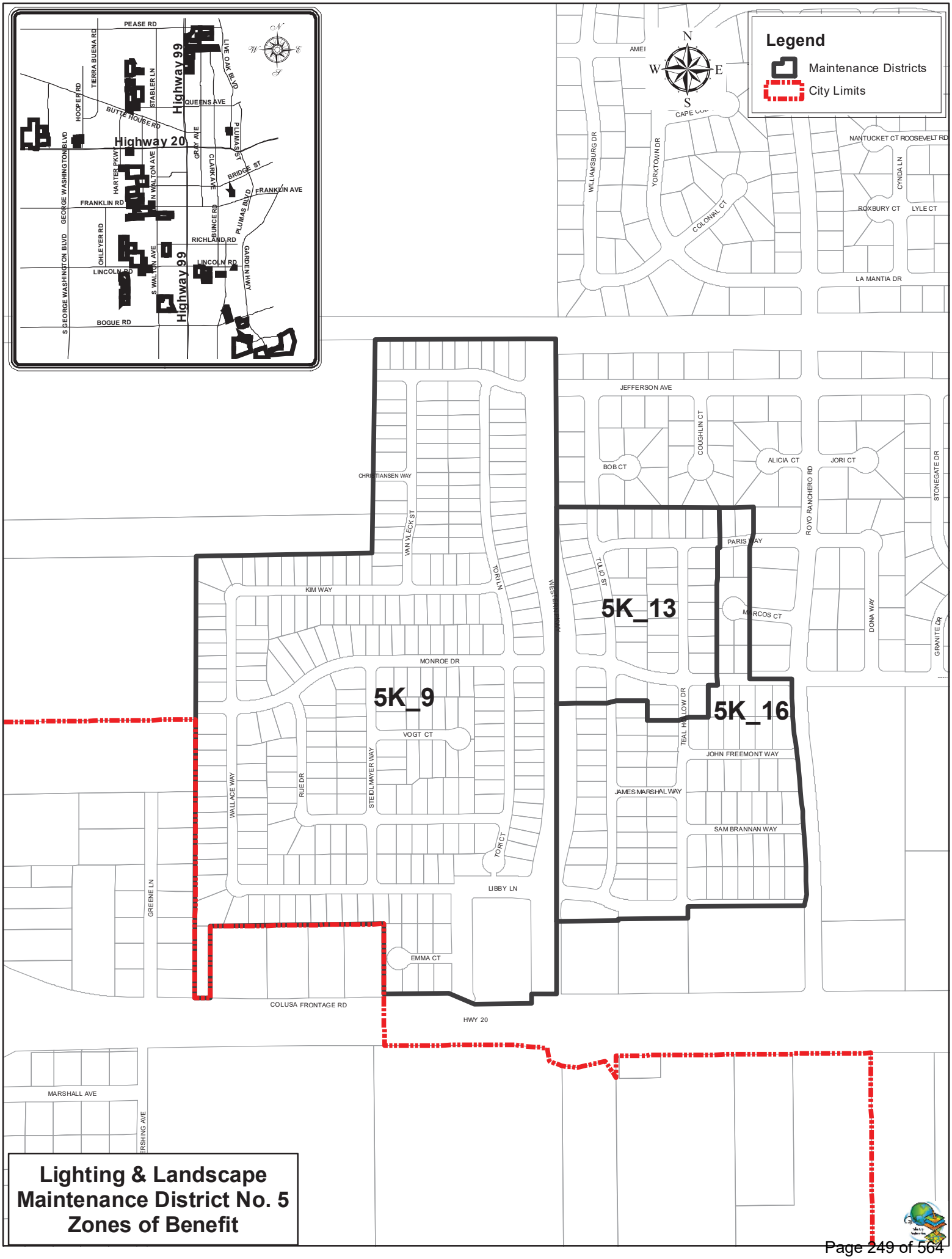
Lighting & Landscape Maintenance District No. 5 Zones of Benefit



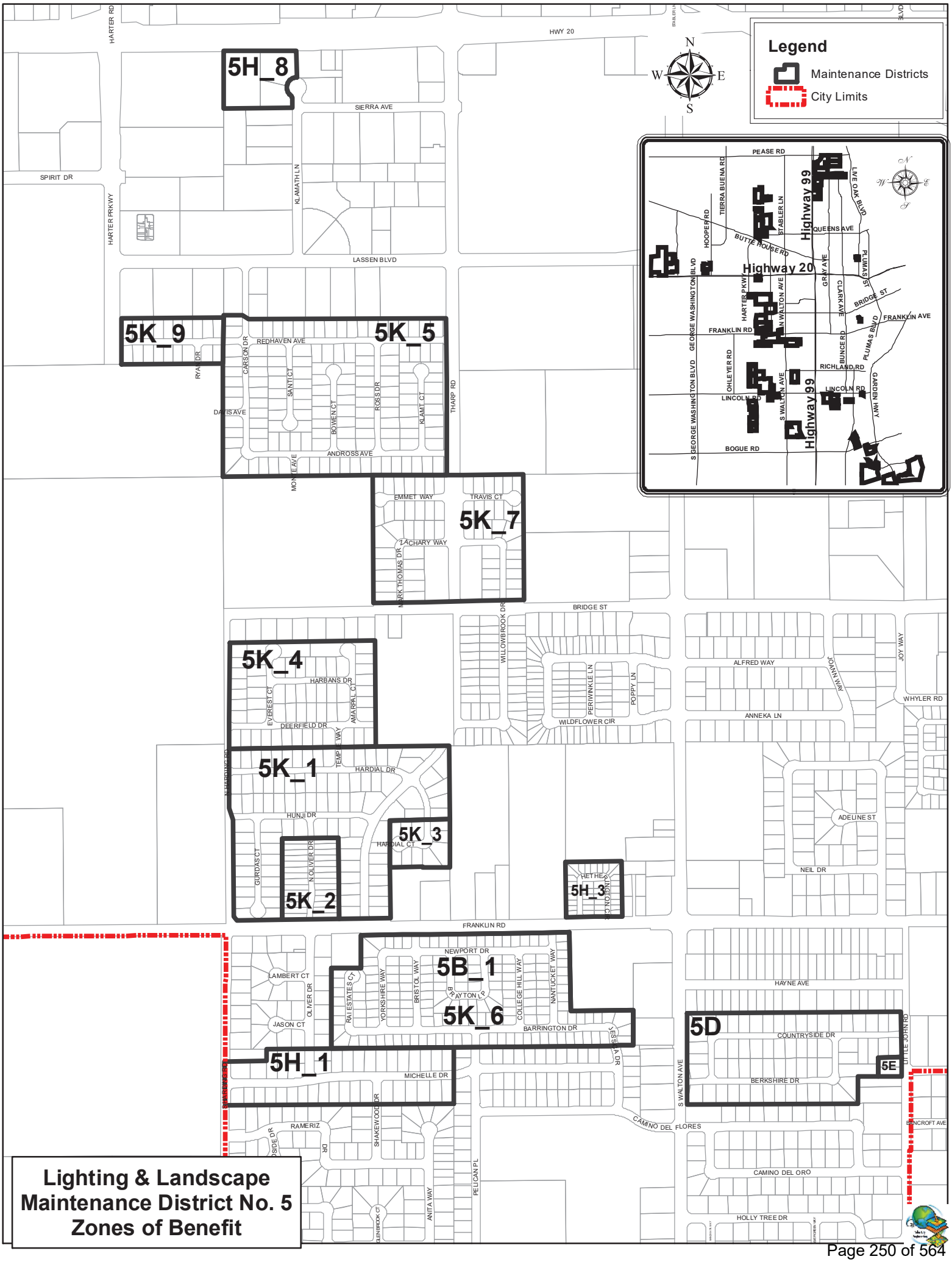
Lighting & Landscape Maintenance District No. 5 Zones of Benefit



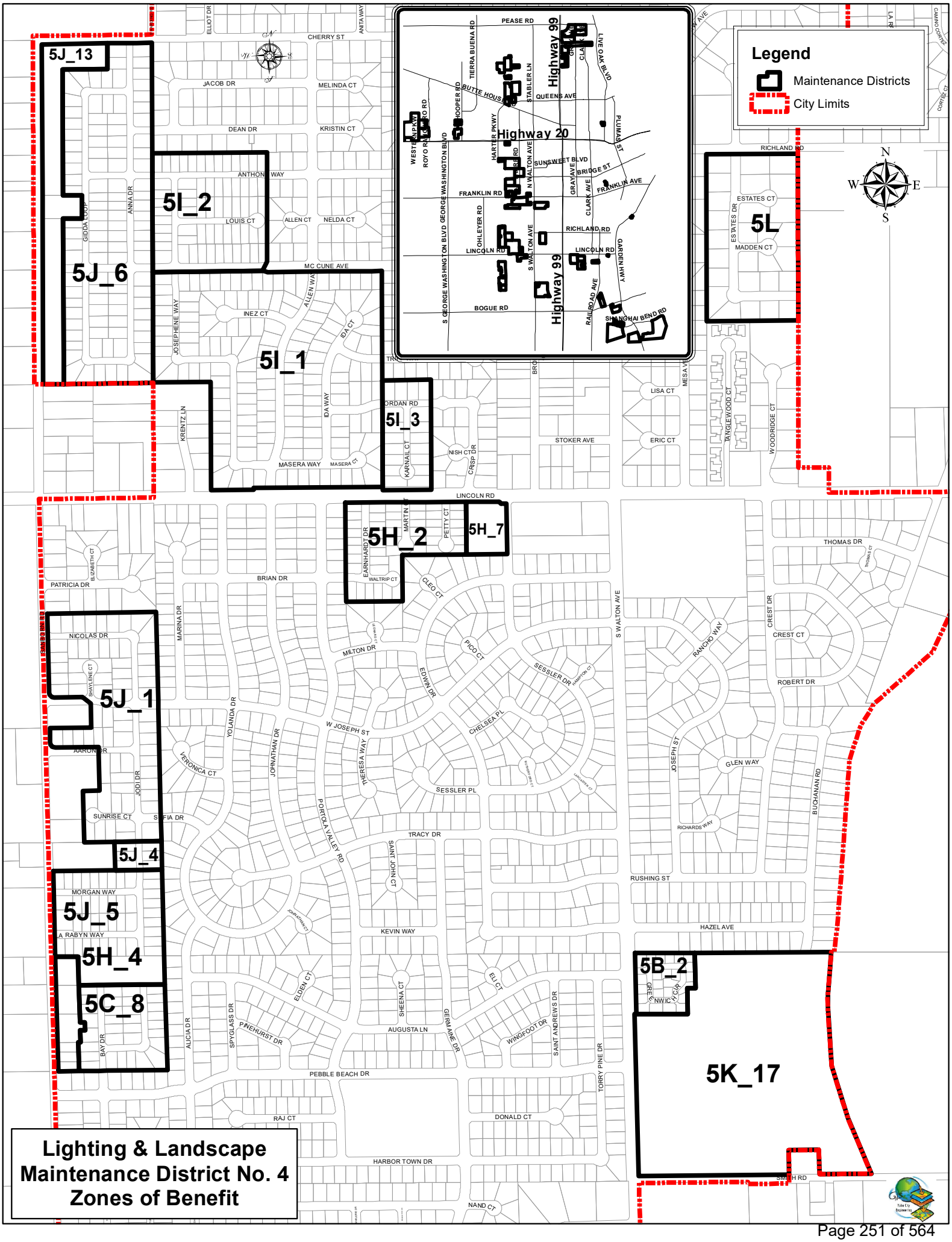
Lighting & Landscape Maintenance District No. 4 Zones of Benefit



Lighting & Landscape Maintenance District No. 5 Zones of Benefit



Lighting & Landscape Maintenance District No. 5 Zones of Benefit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Maintenance Districts
City Limits
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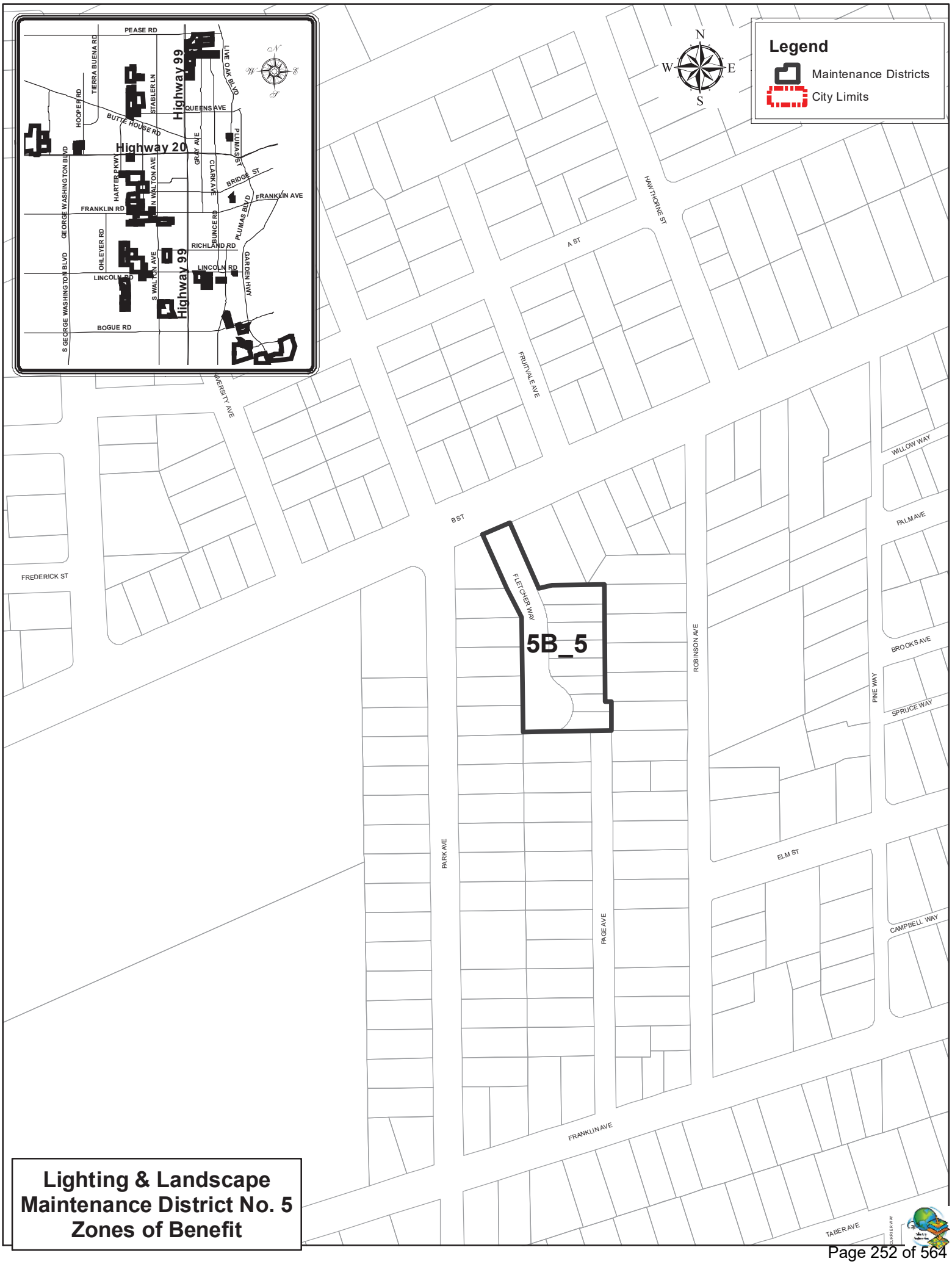
5I_2
5I_1
5I_3
5L
5H_2
5H_7
5J_1
5J_4
5J_5
5H_4
5C_8
5B_2
5K_17
Highway 99
Highway 20
PEASE RD
CHERRY ST
JACOB DR
MELINDA CT
DEAN DR
KRISTIN CT
ANTHONY WAY
LOUIS CT
ALLEN CT
NELDA CT
MC CUNE AVE
INEZ CT
JOSEPHENE WAY
KRENTZ LN
MASERA WAY
ORDAN RD
KARNAIL CT
NISH CT
CRISP DR
STOKER AVE
LISA CT
ERIC CT
RICHLAND RD
ESTATES CT
ESTATES DR
MADDEN CT
LINCOLN RD
EARNHARDT DR
MARTIN CT
PETTY CT
WALTRIP CT
CLEO CT
THOMAS DR
PATRICIA DR
BRIAN DR
MARINA DR
NICOLAS DR
MILTON DR
PICO CT
EDWIN DR
SESSLER DR
CHELSEA PL
SESSLER PL
S WALTON AVE
RANCHO WAY
CREST DR
CREST CT
ROBERT DR
W JOSEPH ST
YOLANDA DR
JOHNATHAN DR
VERONICA CT
THERESA WAY
PORTOLA VALLEY RD
TRACY DR
SAINT JOHN CT
JOSEPH ST
GLEN WAY
BUCHANAN RD
RICHARDS WAY
RUSHING ST
HAZEL AVE
KEVIN WAY
ELDEN CT
SHEENA CT
ELI CT
AUGUSTA LN
GERMAINE DR
WINGFOOT DR
SAINT ANDREWS DR
TORRY PINE DR
ALICIA DR
SPYGLASS DR
PINEHURST DR
BAY DR
PEBBLE BEACH DR
RAJ CT
DONALD CT
HARBOR TOWN DR
NAND CT
SMITH RD
NICOLAS DR
SUNRISE CT
SOFIA DR
MORGAN WAY
LA RABYN WAY
ANNA DR
GIDDA LOOP
ELLIOT DR
ANITA WAY
CAMINO CORTEZ
CORTEZ CT
LA RA
MESA AVE
TANGLEWOOD CT
WOODRIDGE CT
Lighting & Landscape
Maintenance District No. 4
Zones of Benefit



Lighting & Landscape Maintenance District No. 5 Zones of Benefit

Legend
Maintenance Districts
City Limits
5A
5B
5B_3
5B_4
5C
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5C_2
5C_4
5C_5
5C_6
5F
5G
5H_5
Highway 99
Highway 20
PEASE RD
BUTTE HOUSE RD
QUEENS AVE
FRANKLIN RD
FRANKLIN AVE
RICHLAND RD
LINCOLN RD
BOGUE RD
GARDEN HWY
PLUMAS BLVD
BRIDGE ST
CLARK AVE
GRAY AVE
S WALTON AVE
N WALTON AVE
HARTER PKWY
GEORGE WASHINGTON BLVD
S GEORGE WASHINGTON BLVD
OHLEYER RD
HOOPER RD
TIERRA BUENA RD
STABLER LN
LIVE OAK BLVD
BUNCE RD
GARDEN HWY
MOSBURG LP
SHANGHAI BEND RD
TUSCAN RD
SMITH RD
PHILLIPS RD
RAMONA AVE
CORNWELL AVE
EPLEY DR
BURNS DR
PUTNAM AVE
HASSET AVE
SCIROCCO DR
EASTWIND DR
TRADEWIND DR
ZEPHYR DR
RICKER DR
GERALD CT
BRENTWOOD DR
MARIPOSA DR
STARLITE LN
GALAXY
CELESTIAL WAY
GENEVA AVE
DIONE DR
HOMEWOOD DR
LA GRANDE AVE
FESSDALE RD
NAUTILUS CT
MARINER WAY
DEL LAGO
ALBATROSS AVE
NEPTUNE DR
DOLPHIN CT
MARLIN CT
SOUTHLAND DR
CANTERBURY DR
CIRCASSIAN DR
CECILY CT
HARTLEY WAY
MAYETTE CT
TARA CT
JILL CT
CLARO CT
FRANQUETTE DR
LOIS LN
BARON CT
WAVERLY CT
COLUMBIA DR
PACIFICA DR
JEFFREY
SOUTHPOINTE DR
LASK DR
CALAFRASCO CT
MAGNOLIA DR
TIMBERCREEK CT
BIG OAKS DR
BIG OAKS CT
WHISPERING OAKS DR
WHITE OAK DR
SLEEPY DR
RAPID FALLS DR
WILD RIVER DR
CRYSTAL CREEK LN
EDGEWATER WAY
LONELY OAK DR
RIVER OAKS DR
WHITE WATER WAY
RAPID WATER WAY
BOGUE RD
ROCKY CT
ROYAL RIVER DR
BOTH RIVERS ST
DEER CREEK DR
STONEWATER DR
COLD WATER ST
COLD RIVER DR
STILLWATER DR
TWIN RIVERS DR
TIMBER CT
RHINE CT
WOOD RIVER CT
SNAKE CREEK CT
TULSA CT
NAURA CT
BLUE OAK DR
CORBY CT
MILLFRONT AVE
STONYBROOK DR
FALLING ROCK CT
SPRING CREEK CT
ALMOND GROVE DR
CLAREMONT WAY
WATERBURY CT
MACKENZIE DR
SHELBY CT
OAK CT
KELSEY CT
FAIRGLEN
DRUMMOND DR
BURL CT
CARMELO WAY
BLACK CT
EUREKA DR
SHADY CT
SHADY LN
PECAN DR
ARIZONA WAY
NEBRASKA DR
MICHIGAN CT
WISCONSIN CT
OREGON WAY
MONTANA CT
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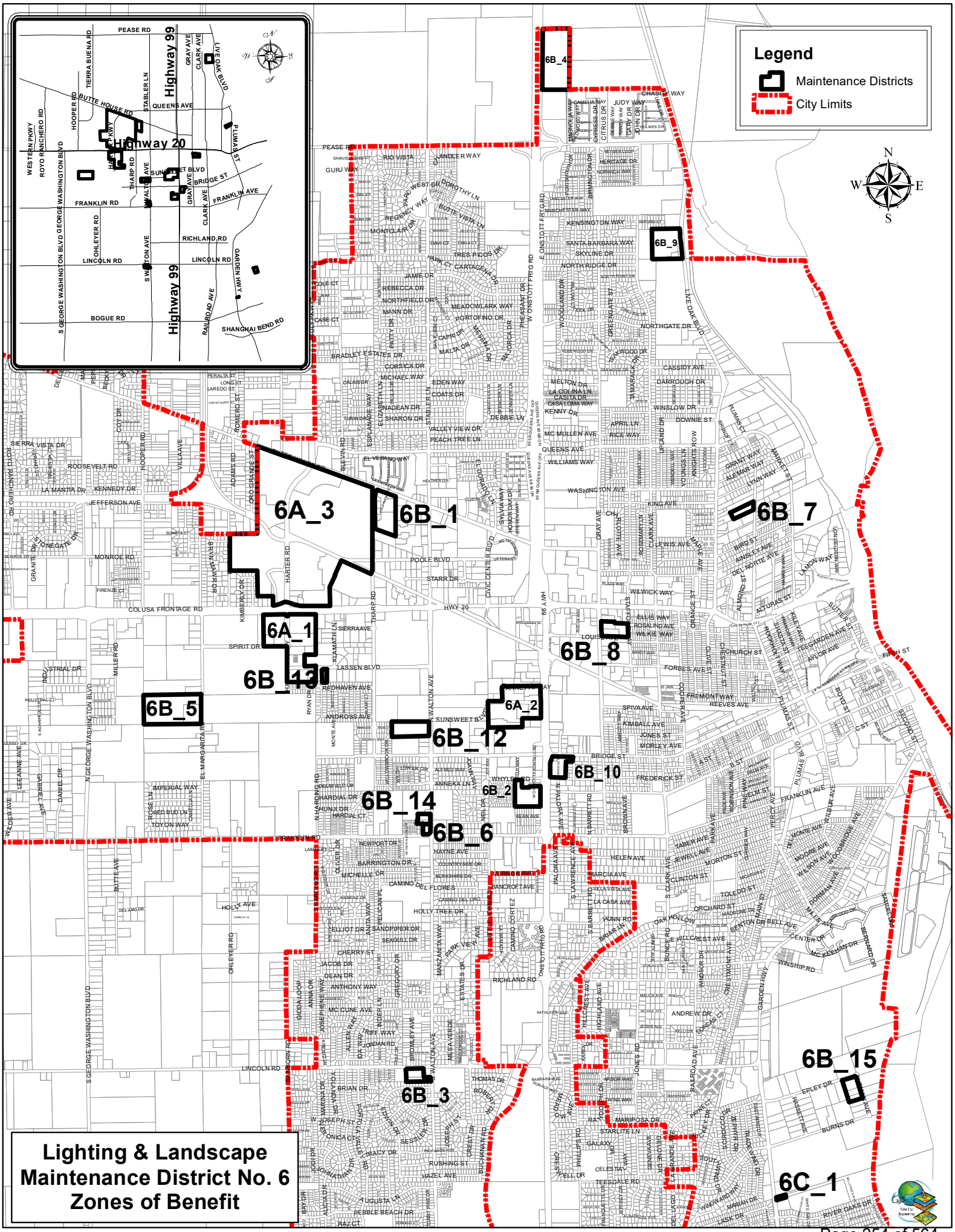
EMERALD DR
TIFFANY WAY
SAPHIRE WAY
Lighting & Landscape
Maintenance District No. 5
Zones of Benefit


Legend
Maintenance Districts
City Limits
6A_3
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6A_2
6B_1
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6B_3
6B_4
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6B_6
6B_7
6B_8
6B_9
6B_10
6B_12
6B_14
6B_15
6C_1
Highway 99
Highway 20
Lighting & Landscape
Maintenance District No. 6
Zones of Benefit

ATTACHMENT 2

DISTRICT 2-6 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2022-23 Proposed Levy Rate ($)	Change From Previous Year ($)	Maximum Levy Rate Allowed ($)
2	A	$597.86	($4.62)	$647.54
3	A	$121.16	$3.52	$184.13
4	A	$265.06	$0.00	$482.12
	B	$265.06	$0.00	$652.92
	C	$265.06	$0.00	$396.17
	D	$265.06	$0.00	$354.95
5	A	$156.26	($48.56)	$234.92
	B	$76.28	$2.92	$78.86
	C_1-9	$170.26	$40.02	$170.26
	C_10	$110.28	$7.66	$110.29
	D	$159.52	$38.56	$233.80
	E	$96.56	$6.72	$96.56
	F	$129.02	$11.62	$189.97
	G	$59.38	$4.12	$59.39
	H_1-8	$38.16	$2.66	$38.16
	H_9	$84.22	$5.86	$84.22
	I	$80.02	$5.56	$80.03
	J	$154.52	$37.36	$214.42
	K 1-17	$240.36	$11.65	$303.37
	K_18	$250.82	$22.10	$400.28
	L	$141.40	$9.84	$141.40
6	A_1	$305.15	$0.89	$327.02
	A_2	$305.15	$0.89	$327.02
	A_3	$305.15	$0.89	$327.02
	B_1	$525.80	$36.57	$525.81
	B_2	$483.12	$33.62	$483.13

District	Zone of Benefit	FY 2021-22 Proposed Levy Rate ($)	Change From Previous Year ($)	Maximum Levy Rate Allowed ($)
6	B_3	$332.36	$23.12	$332.36
	B_4	$1,754.12	$122.08	$1,754.12
	B_5	$0.00	$0.00	$501.18
	B_6	$96.64	$6.74	$96.64
	B_7	$96.64	$6.74	$96.64
	B_8	$220.96	$15.38	$220.96
	B_9	$437.44	$30.44	$437.45
	B_10	$144.64	$10.08	$144.64
	B_12	$166.70	$11.60	$166.70
	B_13	$151.38	$10.54	$151.38
	B_14	$171.04	$11.89	$171.04
	B_15	$57.00	$3.96	$57.01
	C_1	$535.66	$37.26	$535.67

ATTACHMENT 4

Engineer's Reports will be available at the 07/19/2022 City Council Meeting

Agenda Item **13**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Administration Department

Presentation By: Diana Langley, City Manager

Summary

Subject: Community Sponsorship Requests

Recommendation: Consider the Sponsorship Requests from the Alliance for Hispanic Advancement and Yuba Sutter Arts & Culture, and if approved:

A. Adopt a Resolution to approve a monetary Sponsorship request from the Alliance for Hispanic Advancement (AHA) of up to $6,000.00 to advance Hispanic heritage in our local communities through community action, educational enhancement, and economic development

B. Adopt a Resolution to approve a monetary Sponsorship request from the Yuba Sutter Arts & Culture of up to $10,000.00 for the support of a Mural Marathon and Utility Box Mini Mural event in Yuba City

Fiscal Impact: Monetary Sponsorships in the amount up to $16,000.00

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, Council adopted an Amended Community Sponsorship Policy which specifies the following factors that will be considered during the approval process:

- All monetary sponsorship requests will be approved by the City Council at a public meeting.
- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and the mission of Yuba City.
- Impact of an event on City Facilities.
- Risk to the City.

- The ability of the organization to obtain liability insurance naming the City as an additional insured.
- The overall benefit to the community.

The following sponsorship requests were received from:

Alliance for Hispanic Advancement

AHA has over 30 years of local committed leadership, providing multiple services to the Yuba City Hispanic heritage community and business owners. AHA shares the same "Quality of Life" priority as the City does. AHA empowers our Hispanic community to foster pride and commitment to contributing back to our City. AHA is a well-respected and recognized non-profit in the Yuba-Sutter region. These funds would help develop and continue the services and programs, including education, community involvement, and business economics.

Yuba Sutter Arts & Culture

Yuba Sutter Arts & Culture exists to expand artistic awareness and engagement in the arts and culture and to encourage our diverse, underserved, local communities to reach their full potential by experiencing arts programs that serve their needs. Yuba Sutter Arts & Culture plays an essential role in our communities to ensure the highest quality and widest variety of arts & culture activities and programs are available, including performing arts, visual arts, literary arts, and public art for all residents of Sutter and Yuba Counties.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process", and "applications will be presented to Council quarterly on a first-come, first-serve basis." Through the FY 22/23 Budget, Council established the following.

Account Number	Description	Funding Available
4220-66010	Community Contributions	$15,000
4220-66015	Community Events	$10,000

Fiscal Impact:

As noted above, there is $15,000 budgeted for Community Contributions, which would apply to the AHA request, and $10,000 budgeted for Community Events, which would apply to the Yuba Sutter Arts & Culture request.

Recommendation:

Consider the Sponsorship Requests from the Alliance for Hispanic Advancement and Yuba Sutter Arts & Culture, and if approved:

A. Adopt a Resolution to approve a monetary Sponsorship request from the Alliance for Hispanic Advancement (AHA) of up to $6,000.00 to advance Hispanic heritage in our local communities through community action, educational enhancement, and economic development
B. Adopt a Resolution to approve a monetary Sponsorship request from the Yuba Sutter Arts & Culture of $10,000.00 for the support of a Mural Marathon and Utility Box Mini Mural event in

Yuba City

Attachments:

1. RESOLUTION - Community Sponsorship Request AHA
2. Alliance for Hispanic Advancement Sponsorship Request
3. RESOLUTION - Community Sponsorship Request Yuba Sutter Arts & Culture
4. Yuba Sutter Arts & Culture Sponsorship Request

Prepared By:	Submitted By:
George Barlow	Diana Langley
Management Analyst	City Manager

ATTACHMENT 1

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING COMMUNITY SPONSORSHIP REQUEST FOR, THE ALLIANCE FOR HISPANIC ADVANCEMENT (AHA)

WHEREAS, The Alliance for Hispanic Advancement (AHA), a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the listed are nonprofit organizations with financial hardships that serves an important public purpose to the community insofar as the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Alliance for Hispanic Advancement Community Sponsorship request meets the criteria for consideration of such request because the applicant is a nonprofit with financial hardships that services an important public purpose, and according approves the sponsorship request of up to $6,000.00 for the Alliance for Hispanic Advancement (AHA).

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this 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 19th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney

ATTACHMENT 2

COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Alliance for Hispanic Advancement (AHA) Non-Profit ID/ 501 C# 68-0317835 501(c)3

Address 317 4th Street City/State/Zip Marysville, CA 95991

Contact Person Margaret Fernandez Phone 530-682-9201 Email mfernandez@theplusgroup.com

Organization Purpose/Mission To take a leadership role in improving the quality of life for people of Hispanic heritage in our local communities through community action, educational enhancement and economic de

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☒ Cultural ☒ Educational
- ☐ Fundraiser ☐ Entertainment ☒ Other Hispanic Business Economic Development

Program or Event Name Alliance for Hispanic Advancement (AHA) - Hispanic Business & Economic Development Committee

Event Location City of Yuba City limits

Event Date/Time Year-around

Expected Number of Participants 25-50

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: The economic boosts requesting for the City of Yuba City to partner with AHA to focus on the collaborative business resources, trainings and opportunities for Hispanic business owners within Yuba City, and these services will be provided through AHA (NPO). We feel the Hispanic business Community deserves cultural sensitivity in terms of language, teaching style and relatability which will help them tremendously in the long run
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: AHA has over 30 years of local committed leadership, providing multiple services to Yuba City Hispanic heritage community and business owners. We share in the same belief as alike to the City of Yuba City's priorities which is improving the "Quality of Life." Our belief is that when we empower our Hispanic community and engage with our City, and contribute productively that this will foster pride and commitment.
- Contributes positively to the recognition and image of the City of Yuba City: AHA is a well-respected and established partnerships with other NPO in the Yuba-Sutter region. We are requesting for the monetary funds to assist in the development of capacity with continuing our services and programs that include educational, community involvement and business economics. We feel the Hispanic business Community deserves cultural sensitivity in terms of language, teaching style and relatability wi

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested:_____

_____

_____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: $6,000.00

☐ Fundraiser Gift Basket – Amount requested:_____

Other Considerations:

☐ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☐ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Margaret Fernandez Date 5/18/22

Print Name of Applicant Margaret Fernandez, Board Member & Business Economic & Development Chair

ATTACHMENT 3

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING COMMUNITY SPONSORSHIP REQUEST FOR, THE YUBA SUTTER ARTS & CULTURE

WHEREAS, The Yuba Sutter Arts & Culture, a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the listed are nonprofit organizations with financial hardships that serves an important public purpose to the community insofar as the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Yuba Sutter Arts & Culture Community Sponsorship request meets the criteria for consideration of such request because the applicant is a nonprofit with financial hardships that services an important public purpose, and according approves the sponsorship request of up to $10,000.00 for the Yuba Sutter Arts & Culture.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this 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 19th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon L. Chaffin, City Attorney

ATTACHMENT 4

5 pages

COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Yuba Sutter Arts & Culture Non-Profit ID/ 501 C# 94-2831238

Address 624 E Street City/State/Zip Marysville, CA 95961

Contact Person David Rea Phone 530-742-2787 Email david@yubasutterarts.org

Organization Purpose/Mission see attached

Type of Organization:
- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:
- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
- ☐ Fundraiser ☐ Entertainment ☒ Other Creation of Public Art (murals) in Yuba City

Program or Event Name Mural Marathon and Utility Box Mini Murals

Event Location Sutter Theater Center for the Arts and five utility box locations to be determined

Event Date/Time to be determined

Expected Number of Participants 1,000s

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: See Attached
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: See Attached
- Contributes positively to the recognition and image of the City of Yuba City: See Attached

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: $10,000

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☐ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☐ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant _____ Date 6-2-22

Print Name of Applicant David Read

CITY OF YUBA CITY

Yuba Sutter Arts & Culture
Community Sponsorship Application

Organization Purpose/Mission

Yuba Sutter Arts & Culture exists to expand artistic awareness and engagement in the arts and culture and to encourage our diverse, underserved, local communities to reach full potential by experiencing arts programs that serve their needs. We play an essential role in our communities to ensure the highest quality and widest variety of arts & cultural activities and programs are available including performing arts, visual arts, literary arts and public art for all residents of Sutter and Yuba Counties.

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Program Outline
  - Yuba Sutter Arts & Culture proposes a two-part public arts project. First, we propose to paint five additional Yuba City owned utility boxes with graphic murals to be chosen by a City appointed committee from submissions received following a public call to artists for renderings. The second part of the request is for matching funds for a Yuba City Mural Marathon. Five artists, again chosen by a committee based on submissions, will have 48 hours (Friday to Sunday) to complete their 20'x24' murals on the Church Street side of the Sutter Theater Center for the Arts. There are five distinct sections to the south facing wall that lend themselves perfectly to this type of event. We will also host an arts festival on the street and adjacent parking lot on Sunday when the artists are wrapping up and during the awards ceremony.

- Boosts the local Yuba City economy
  - Public art projects on any scale attract a lot of attention. The 30+ utility box murals we completed over the past few years have been the single most popular project we have undertaken. Members of the community have taken it upon themselves to create online

projects like "art crawls" where people were encouraged to take selfies with the utility boxes and then add hashtags to compete for gift cards. Talk about community engagement! It was like our own local version of Pokemon Go.

- The Mural Marathon is modeled on the annual event at Circus Circus in Reno. In 2018, we conducted the first local Mural Marathon in Live Oak and transformed a derelict supermarket with five magnificent murals. The Yuba City event will be even bigger. We will bring a large crowd to the Plumas Lake business corridor for a very unique experience. Beginning on Friday, we will have a kickoff "meet the artists" event. Then the artists will begin work on their murals. We will have a community art festival over the course of the weekend with a wrap up party and awards ceremony on Sunday afternoon. The event will be highly publicized, and we anticipate visitors from adjoining counties will come to share the experience. This will be our local version of Wide-Open Walls, the wildly successful annual mural marathon in Sacramento that's been running for over ten years.

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community
  - Murals both large and small become selfie destinations. We have seen this over and over again with the murals we have created in Marysville and Live Oak. We want to bring this experience to Yuba City and the Plumas Street Corridor which has significantly more foot traffic that either of the other two cities. The wall murals on the side of the theater will provide remarkable photo opportunities for residents and visitors. This is exactly the sort of thing that helps engender a pride of place sentiment.

- Contributes positively to the recognition and image of the City of Yuba City
  - As the premier city in our region, Yuba City can further cement its leadership role by supporting public art projects of this nature. Studies show that investments in public art can improve street safety, support tourism and new jobs, and combat social

isolation and anxiety. Public art adds enormous value to the cultural, aesthetic and economic vitality of a community. It is a well-accepted principle of urban design that public art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors.

Budget

Utility Box Murals

Five hand painted mini murals. Includes materials and labor.

	$1,000 each	$5,000

Mural Marathon

Five murals approximately 20'x24'.

Funds will be used as matching funds against previously acquired funding for the project for a total project budget of $30,000.

	$3,000 each	$15,000
Total Grant Request		$20,000

Agenda Item **14**

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Final Design Amendment

Recommendation: Adopt a Resolution to award Amendment No. 5 to the Professional Services Agreement with CH2M Hill Engineers, Inc. to complete Final Design activities for the Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project, including new scope of work tasks identified from the design, permitting, and easement acquisition activities, and authorize the City Manager to execute the amendment following approval as to form by the City Attorney, with the finding that it is in the best interest of the City

Fiscal Impact: $832,843 – Account No. 981156 (New Outfall and River Levee Crossing Replacement)

Purpose:

Assure continuous and reliable discharge of treated water from the Wastewater Treatment Facility to the Feather River in compliance with permit requirements.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

The City of Yuba City Wastewater Treatment Facility (WWTF) treats wastewater from the City's collection system and disposes of the treated effluent. Operation of the WWTF and discharge of treated effluent to the Feather River is regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB) through amended Order No. R5-2019-0017-01 and National Pollution Discharge Elimination System (NPDES) Permit No. CA0079260 (WWTF Permit).

Historically, the WWTF has had two options to dispose of treated effluent: (1) discharge directly into the Feather River via an outfall diffuser pipe located upstream of Shanghai Falls; or (2) discharge into percolation/evaporation ponds located on the east side of the main river channel just downstream of Shanghai Falls (Attachment 1). Use of the outfall diffuser pipe is only permitted whenever river depths are sufficient to allow the treated effluent to adequately mix with river water to meet NPDES permit

dilution requirements.

In 2011, the bed of the Feather River scoured in close proximity to the existing outfall diffuser pipe, cutting a deep channel to the east. This redirected a large portion of the river flow to the newly formed channel, leaving the outfall diffuser pipe exposed under normal river flows. The outfall diffuser pipe is currently unavailable for use at river flows of less than approximately 10,000 cubic feet per second (cfs), effectively rendering it unable to meet permit requirements except during substantial flood events.

Currently, the City's only option to reliably discharge treated effluent has been to the effluent disposal ponds. These ponds are limited in capacity for continuous use and require routine monitoring and maintenance. Additionally, the ponds are vulnerable to damage during times of high water and can subsequently become unavailable to use for an extended period of time.

Since the scour event in 2011, the City has actively been studying potential replacement options for the outfall diffuser pipe, including assessment studies performed by the City's consultant, Environmental Science Associates, in 2013 and 2017.

On July 17, 2018, Council awarded a Professional Services Agreement to CH2M Hill Engineers Inc. of Sacramento, CA, now a Jacobs Engineering Group, Inc. company (Jacobs), to provide professional services necessary for the WWTF Effluent Outfall Diffuser Relocation Project (Project), including predesign, design, environmental, permitting, easement acquisition, and bidding services. Council has previously authorized four amendments to the Jacobs agreement, the latest of which occurred at the May 18, 2021 Council meeting authorizing Jacobs to commence 90% final design for the Baseline Alternative consisting of a new Outfall Pipeline.

Analysis:

Jacobs has initiated the easement acquisition process, submitted permit applications, and completed the 90% final design for the new Outfall Pipeline. Several City-requested changes to design elements have been identified during these work activities, including additional surge tank survey, additional utility potholing, additions to the bifurcation station, changes to the pipeline alignment, and additional pumping evaluation services. In addition to extra design efforts, these changes require additional environmental, bid services, and project management level of effort.

Staff is also recommending additional supplemental services be authorized, including State Revolving Fund loan application support, Effluent Pump Station physical modeling and modifications to satisfy industry standards, Vacuum-Assisted Siphon design modifications, and bank stabilization modifications resulting from regulatory agency comments on the permit applications.

Fiscal Impact:

The initial contract with Jacobs was for a cost not to exceed $2,983,430 including $200,000 in contingency funded through Account No. 981156 (New Outfall and River Levee Crossing Replacement). The table below summarizes the new contract amount, including proposed Amendment No. 5. A detailed summary of each contract amendment is provided in Attachment 3.

Description	Total Fee
Original Contract Amount	$2,783,430
Amendment 1	$162,877
Amendment 2	$0
Amendment 3	$0

Amendment 4	$901,857
Amendment 5	$832,843
New Contract Amount	***$4,681,007***

Staff is requesting an additional $832,843 for Amendment No. 5 to be funded from Account No. 981156. There is approximately $2.56 million available in this account at this time.

Alternatives:

Direct staff to postpone the project until construction funding is secured. Delay in completing the design, permitting, or easement acquisition may impact City's ability to renew future NPDES permits and/or delay new development in the City, as the existing ponds are limited in capacity.

Recommendation:

Adopt a Resolution to award Amendment No. 5 to the Professional Services Agreement with CH2M Hill Engineers, Inc. to complete Final Design activities for the Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project, including new scope of work tasks identified from the design, permitting, and easement acquisition activities, and authorize the City Manager to execute the amendment following approval as to form by the City Attorney, with the finding that it is in the best interest of the City.

Attachments:

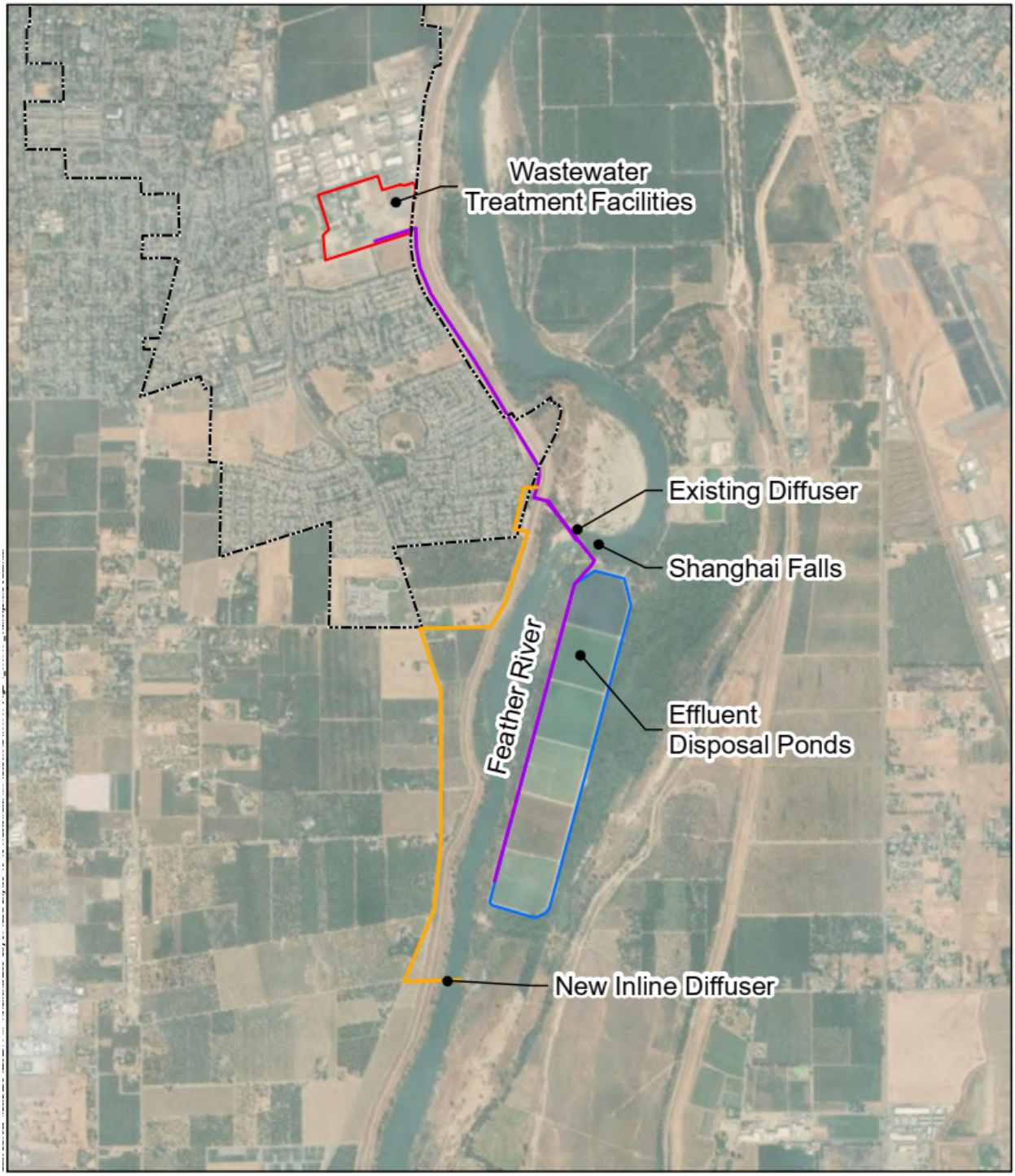
1. WWTF Effluent Disposal Locations Exhibit
2. Resolution - Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Final Design Amendment
3. Exhibit A - Amendment 5 - Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Final Design Amendment
4. Contract Amendment Summary - Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Final Design Amendment

Prepared By:	Submitted By:
Kevin Bradford	Diana Langley
Deputy Public Works Director – Engineering	City Manager

ATTACHMENT 1

WASTEWATER TREATMENT FACILITY

EFFLUENT DISPOSAL LOCATIONS



Symbology

- WWTF Site
- Existing Effluent Pipeline
- Proposed New Outfall Diffuser Pipeline
- Effluent Disposal Ponds
- City Limits

Wastewater Treatment Facility

Effluent Disposal Locations

ATTACHMENT 2

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. TO COMPLETE FINAL DESIGN ACTIVITIES FOR THE WASTEWATER TREATMENT FACILITY EFFLUENT DISCHARGE OUTFALL DIFFUSER PROJECT, INCLUDING NEW SCOPE OF WORK TASKS IDENTIFIED FROM THE DESIGN, PERMITTING, AND EASEMENT ACQUISITION ACTIVITIES

WHEREAS, on July 17, 2018, the City Council awarded a Professional Services Agreement to CH2M Hill Engineers Inc., now a Jacobs Engineering Group, Inc. company (Jacobs), to provide professional services necessary for the Wastewater Treatment Facility Effluent Outfall Diffuser Relocation Project (Project); and

WHEREAS, on July 12, 2019, the City Manager approved Amendment No. 1 to the Professional Services Agreement authorizing additional Predesign tasks utilizing contingency authorized by the City Council on July 17, 2018; and

WHEREAS, on July 7, 2020, based on the Predesign Report and the potential capital expenditure on the anticipated design and construction of the outfall diffuser, the City Council authorized Amendment No. 2 to the Professional Services Agreement finding it is in the best interests of the City to evaluate alternative advanced treatment strategies that could result in alternative discharge options; and

WHEREAS, on December 1, 2020, the City Manager approved Amendment No. 3 to the Professional Services Agreement authorizing additional Predesign tasks necessary to complete evaluation of alternative advance treatment strategies; and

WHEREAS, on May 18, 2021, the City Council authorized Amendment No. 4 to the Professional Services Agreement initiating final design and reconciling budget changes resulting from Amendment Nos. 2 and3; and

WHEREAS, the City Council desires to amend the Professional Services Agreement with CH2M Hill Engineers, Inc. (Jacobs) a fifth time to complete final design activities for the Effluent Discharge Outfall Diffuser Project, including new scope of work tasks identified from the design, permitting, and easement acquisition activities; and,

WHEREAS, such an amendment is in the public interest.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council of the City of Yuba City authorizes the City Manager to enter into Amendment No. 5 to the Professional Services Agreement with CH2M Hill Engineers, Inc. (Jacobs), substantially in the form of the proposed scope to complete final design activities for the Effluent Discharge Outfall Diffuser Project, including new scope of work tasks identified from the design, permitting, and easement acquisition activities, subject to approval as to form by the City Attorney. The City Council finds that approval of such amendment in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit “A” – Amendment No. 5 to the Professional Service Agreement

EXHIBIT “A”

AMENDMENT NO. 5 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
CH2M HILL ENGINEERS, INC.

CH2M Hill Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SUBJECT: Amendment No. 5 to Scope of Services for Yuba City WWTF - Outfall and Diffuser Project

This Amendment to the Agreement for Professional Services dated July 18, 2018 ("Fifth Amendment") is made and entered into as of the _____ day of _____, 2022 by and between the City of Yuba City ("City") and CH2M Hill Engineers, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated July 18, 2018 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Outfall and Diffuser Project in the amount of $2,783,430.00.

Whereas, the City Manager approved Amendment No. 1 to the Prime Agreement on July 12, 2019.

Whereas, the City Manager approved Amendment No. 2 to the Prime Agreement on July 10, 2020.

Whereas, the City Manager approved Amendment No. 3 to the Prime Agreement on December 1, 2020.

Whereas, the City Manager approved Amendment No. 4 to the Prime Agreement on May 19, 2021.

Whereas, the Parties desire to amend the Prime Agreement for a fifth time to provide for additional tasks, updated scope of service, revised compensation, schedule of performance and other items related to the Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 1, Scope of Services, of the Prime Agreement and all subsequent Amendments is amended to include the following:

See Attached Scope of Services
(Exhibit A)

2. Section 3, Compensation, of the Prime Agreement is amended to add the following:

   For services rendered by Consultant under this Amendment No. 5 to the Prime Agreement as outlined above, Consultant's compensation shall not exceed $832,843 without additional written authorization from the City.

3. A copy of the Prime Agreement and Amendment Nos. 1 through 4 are attached hereto as Exhibit "B" and, except as otherwise amended by this Fifth Amendment, the Prime Agreement and Amendment Nos. 1 through 4 are incorporated as though set forth in full herein.

4. Except as amended in this Fifth Amendment, the terms and conditions of the Prime Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall remain the same and shall be in full force and effect. This Fifth Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

_____

Diana Langley, City Manager

CONSULTANT:
CH2M HILL ENGINEERS, INC.

_____

Name:_____

Title:_____

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

Exhibit A: Amended Exhibit A to Prime Agreement

Exhibit B: Amendment No. 4 (Fourth Amendment), including Prime Agreement and Amendment Nos. 1 through 3 (First through Third Amendments)

Exhibit A

Yuba City WWTF Outfall and Diffuser Project

Amendment 5 – Final Design Changes

Scope of Work

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

This Scope of Work is for changes and additional services during the final design and bid phases of the Yuba City Wastewater Treatment Facility (WWTF) Outfall and Diffuser Project (Project). This amendment will add additional scope and funding to Task 3, Task 4, Task 5, Task 10, Task 11, and Task 12 from the original Project Scope of Work.

The total fee estimate is provided in Appendix A based off an updated rate schedule provided in Appendix B. The consultant is not obligated to spend above this amount. Additional activities such as engineering services during construction, startup and testing, construction management, and operations and maintenance manual are not included, and will need to be contracted separately if needed by the City.

Project tasks included in the original proposal from Jacobs are listed below. The City decided to contract with Jacobs for several of the original proposed tasks in the Agreement for Professional Services dated July 18, 2018. Those tasks included in the original Agreement (or added by contract amendment) are summarized below, and the contracted budgets for each task are described in detail in Appendix C.

The following tasks have been contracted with Jacobs:

- Task 1: Predesign
- Task 2: ROW Acquisitions
- Task 3: Design
- Task 4: Environmental Services/Permitting
- Task 5: Bid Services
- Task 10: Project Management
- Task 11: CA SRF Loan Application Support
- Task 12: Supplemental Services
- Task 13: Advanced Treatment Study

The following tasks have <u>not</u> been contracted with Jacobs, but can be added by amendment at a later date if desired by the City:

- Task 6: Services During Construction
- Task 7: Testing and Startup
- Task 8: Construction Management
- Task 9: Operations and Maintenance Manual

Task 3. Design

The City requested changes to design elements during the final design phase, including additional surge tank survey, additional utility potholing, additions to the bifurcation station, changes to the pipeline alignment, and additional pumping evaluation services. The purpose of this task is to integrate these changes into the 90% and 100% design drawings, specifications, and cost estimate. Work activities will include:

Surge Tank Site Survey

- MHM will perform additional topographic survey using established project control monuments for the WWTF in the vicinity of the future surge tanks. Captured point data will be immediately evaluated and post processed to conform to the Project accuracy standards and calibrated to the most current documentation of NAD83 and NAVD88 by the National Geodetic Survey. All point data captured for the topographic mapping will be post processed and exported in an ASCII format and imported into an electronic drawing file to add to the existing base mapping of the project. MHM will perform surface modeling to develop minor contours at one-foot (1') and major contours at five feet (5') utilizing the triangular irregular network (TIN) lines developed through the software Autodesk Civil 3D with AutoCAD 2019. Jacobs will incorporate the revised base mapping and TIN provided by MHM to the existing Project files for delivery in the 90-percent design drawings. Jacobs will prepare subcontract and PO for MHM to perform the work.

Additional Utility Locates/Potholing and Garden Highway Structural Section Test Holes

- Subtronic will perform up to 6 potholes along Garden Highway between Stewart Road and Oswald Road. Three potholes are to confirm asphalt and base thickness within Garden Highway's structural section, one pothole is to locate Calpine's existing high voltage electric utility at the new surge tanks location, and two potholes are to confirm AT&T communication utility location and depth. Jacobs will prepare subcontract and PO for Subtronic to perform the work and will attend one day of field work to oversee the activities. Jacobs will also incorporate data into the 90-percent drawings.

Bifurcation Building and CAD Conversion

- Jacobs will develop a 90% and 100% design of the bifurcation station building including drawings, specifications, and cost estimate. This includes converting the CMU fence at the bifurcation station from 60% design to a building with architectural, structural, electrical, and HVAC elements as requested by the City and the CA Building Code. The battery backup system and roof mounted solar panels that were added to the bifurcation station during the 90% phase will be removed during 100%. The electrical service will be revised to 220V and fed from Dakota Court. Plat maps and legal descriptions will be updated for the revised electrical service alignment. The flow meter and associated valves will be lowered to be below grade within a gallery in the building to meet the flow meter submergence requirements. The site plan will be updated to incorporate the larger bifurcation station. Jacobs will also convert all project design files from AutoCAD/Civil 3D 2017 to AutoCAD/Civil 3D 2019.
- The effluent pumping low-flow condition has required additional design investigation to locate air relief valves which are compatible with very low or insufficient seating head conditions. Jacobs will investigate acceptable air release valves and installation conditions with manufacturers, prepare presentation documents for City review, and update air valve specifications and installation details.

Riverbank Restoration Design to meet NMFS regulations

- The original design scope assumed a riverbank restoration at the new diffuser which consisted of geotextile with rock slope protection. After the actual diffuser site was selected and topographic mapping was completed it was determined that the existing bank slope is too steep for rock slope

protection. In addition, following the pre-meeting with the NMFS it is anticipated that the fisheries agencies will require bank restoration which offers ecological benefits including fish habitat development. The design contained in the October 60% design is a combined MSE/RSS with willow fascines bank restoration. During the 100% design phase the combined MSE/RSS bank restoration will be replaced with an engineered backfill within the temporary pipe shoring, and surface grading to create a bank slope shallow enough to support rock slope protection over the permanent pipe. The intent with this design approach is to minimize the amount of disturbance to the existing bank, and to provide long- term stability considering the current geomorphic and ecological conditions present upstream and downstream. The transitions on either side of the rock slope protection will be tapered to conform to the existing riverbank and the surface restored with vegetation.

Yokohari Pipeline Alignment

- City has requested that Jacobs assist in developing an alternate alignment across the Yokohari property to support negotiations with the existing landowner following a meeting between the landowner and BRI on August 16. Jacobs prepared figures to illustrate potential alignment revisions and associated adjustments to proposed easements. Jacobs attended a follow-up meeting with the landowner on October 7. Following this meeting the City decided to revise the alignment to follow the levee toe across the Yokohari property. Jacobs revised the horizontal alignment design and associated easements and updated the affected contract drawings and construction details to coordinate the new alignment and easements with the new levee access ramp and the access requirements of SBFCA.

Additional Quality Control

- Jacobs will provide additional quality control review and services for the 90% and 100% design phases for the changes listed above as well as the following changes included in Task 12: Vacuum Tank Condensate Return Pump, Existing Flow Meter Vault Rehabilitation, Sample Sheds, and Other WWTF Features.

City Involvement:

- City will provide architectural preferences from other City projects to be included in the bifurcation station building and design criteria requirements for sizing the backup battery power supply system.
- City will review design and cost estimate and provide comments during the scheduled City review periods of the 90% and 100% design drawings.

Assumptions:

- The Bifurcation Building will be designed to the prescriptive requirements of the Title 24 energy requirements. Based on discussions with the Community Services Development Department, addition documentation or calculations are not required.

Deliverables:

- Topographic Survey and revised Digital Terrain Model provided by MHM.
- Clear photos for each pothole showing depths. Potholes should reference distances to two physical features on the maps provided so the information can be added to the plans. Table shall include pothole #, description (size, material, utility type), depth, location description provided by Subtronic.
- 11 total new or revised sheets and specifications for the Bifurcation Building included in the 90% and 100% drawing sets.
- 90% and 100% design cost estimate for the Bifurcation Building.

- 90% and 100% design cost estimate for the Flow Meter Vault Rehabilitation, Sample Sheds, Drainage Pumps, and Effluent Pipe Removal and Replacement.
- 1 new bank restoration drawing and revised pipeline and civil drawings reflecting the new bank restoration design.
- Revised plat maps and legal descriptions for the new Bifurcation Building electrical service alignment.
- Revision of 4 drawings for the pipeline, site civil, and electrical site plan resulting from the Yokohari Pipeline Alignment change.

Task 4. Environmental Services and Permitting

Task 4.5 – CVFPB/USACE Permit Support

This subtask is a new task for follow-on work to Task 4.2 and 4.3. Original task objectives that are still relevant include obtaining authorization for the outfall/diffuser structure and related project features under various state and federal permits and related consultation processes.

Based on effort required to obtain in-water geotechnical exploration boring permits, additional consultation is anticipated for the Section 408 and 404 permits, from the U.S. Army Corp of Engineers (USACE), and encroachment permit from Central Valley Flood Protection Board (CVFPB). This amendment's scope of work describes and estimates this level of effort. Actual level of effort will largely depend on requests for additional information from permitting agencies.

City Involvement:

- City will provide requested information to support inquiries by permitting agencies for Jacobs to be able to response in a timely manner.

Assumptions:

- Actual level of effort for permit acquisition is unknown and current level of effort is an estimate of anticipated effort based on previous experience with the permitting agencies for the geotechnical borings permit.

Deliverables:

- All deliverables from original scope of work.

Task 5. Bid Services

The purpose of this task is to provide additional bid services for the Bifurcation Building, existing flow meter vault, new South Sample Shed, wet well drainage pumps, effluent pipe, and venturi flow meter vault as described below to supplement the currently scoped bid services. All other existing City Involvement items, Assumptions, and Deliverables described in the currently scoped bid services will apply to this work as well.

Task 5.2 – Prepare Bid Documents

- Prepare Bid Documents including final design drawings and specifications to provide private bidding services company for project advertisement and distribution of Bid Documents.
- Additional services will include:

- Bid documents for the revised Bifurcation Building will also be provided.
- Bid documents for the changes and additions to the existing flow meter vault rehabilitation, new South Sample Shed, modifications of the existing South Sample Shed, Wet well Drainage Pumps, effluent pipe demolition and replacement, and demolition of venturi flow meter vault.
- Bid documents for riverbank restoration.

Task 5.3 – Contract Advertise and Award

- Respond to contractor bid questions.
- Prepare addenda as required by bidder questions.

Task 5.4 – Prepare Conformed Documents

- Prepare Conformed for Construction Documents that incorporate clarifications and changes made by addenda.

Assumptions:

- Up to 3 additional updated drawings.

Deliverables:

- New or revised sheets and specifications for the Bifurcation Building included in the bid drawing set.
- New or revised sheets and specifications for the Flow Meter Vault Rehabilitation, Sample Sheds, Drainage Pumps, and Effluent Pipe Removal and Replacement included in the bid drawing set.
- New or revised sheets and specifications for the riverbank restoration included in the bid drawing set.

Task 10. Project Management

The purpose of this task is to provide additional project management services for the work added by this amendment as described below to supplement the currently scoped services. The original design schedule envisioned the completion of bid-phase services in November 2020. The current design schedule shows the bid-phase complete in September 2023 ahead of construction in 2024. Jacobs has carefully managed project management time during the schedule extension, but additional budget will be needed to complete the scoped work through September 2023. This change provides additional budget for coordination with City staff, regular progress meetings, team coordination, and invoicing and cost tracking. All other existing City Involvement items, Assumptions, and Deliverables described in the currently scoped project management services will apply to this work as well. Jacobs will complete additional project management tasks as described below.

Task 10.1 – External Project Meetings

Jacobs will attend the following additional project meetings with City staff:

- Up to 5 additional Special Coordination Meetings as required by project needs.

Task 10.2 – Develop and Maintain Project Management Tools

Jacobs will prepare and maintain up to two additional project work plans (90%, and 100% final design phases) for the project.

Task 10.3 – Project Controls and Invoicing

Jacobs project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices (including subconsultant invoices) and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status for the work added by this amendment.

Task 10.4 – Project Team Coordination

Jacobs will conduct the following internal team coordination activities:

- Regular project team coordination meetings.

Task 10.5 – Health and Safety

Jacobs will conduct internal Health and Safety (H&S) procedures to manage the safety of our staff and oversee the safety of subconsultants. Our subconsultants will be required to prepare their own H&S Plan for all field activities, and we will work with our subconsultants to monitor compliance with their own H&S Plan. Health and safety activities will include:

- Monitor Jacobs staff and subconsultant compliance with the Field Safety Instructions, and subconsultant compliance with their own H&S Plan.

Task 10.6 – Subcontract Management

Jacobs will manage the performance of our subconsultants to comply with the scope of work, schedule, and budget. This task includes setting up subconsultant contracts and required pre-procurement reviews and reviewing monthly subconsultant invoices and progress reports for the work included in this amendment.

Task 10.7 – Project Management During Stand Down

City requested additional Jacobs project management support during stand down period. Stand Down period originally was scoped through March 2021. Additional project management support occurred in April and May 2021. Additional support included regular progress meetings with the City and maintaining action item logs.

City Involvement:

- Review agendas and minutes from project progress meetings and alert project manager of any questions or corrections.

Assumptions:

- Meetings will be attended by up to two Jacobs team members and will be attended by MS Teams.

Deliverables:

- Meeting agendas and meeting minutes.

Task 11. California SRF Loan Application Support

CEQA+ Support

Jacobs will provide engineering services to support the City's application to apply for grant/loan/bond funding for the Outfall and Diffuser Project. The Outfall and Diffuser project will be put forward for State Revolving Funding. This will require the CEQA document to be "federalized" in order to support various consultation activities (primarily Section 7 and Section 106). The consultant will not be required to spend more than the $50,000 allowance to support the City in this task.

City Involvement:

- Provide direction regarding requested engineering services

Assumptions:

- Schedule is estimated and is controlled by the City. Schedule for activities requested by the City will be agreed upon mutually by the City and Jacobs.

Deliverables:

- Jacobs will prepare separate Bio and Cultural TMs to support the CEQA document and these TMs will be used for these consultation purposes.
- Jacobs will prepare the SRF Environmental Package.

Task 12. Supplemental Services

Jacobs will complete the following additional supplemental services as described below.

Task 12.2 – Environmental Impact Report

This scope of work is based on CEQA compliance using an Initial Study/Mitigated Negative Declaration.

Regional Board Project Report
Jacobs will prepare a consolidated version of the Predesign Report and Appendixes to inform the Central Valley Regional Water Quality Board (Regional Board) of the project features that are within the purview of the Regional Board's jurisdiction. The City will review and comment on the consolidated version of the outline and draft report. Jacobs will incorporate the City's feedback into the outline and the draft report prior to transmittal to the Regional Board. New sections or appendixes will not be created for the purposes of this task. Existing sections and appendixes will be shortened and/or updated to provide relevant information for the Regional Board. The Outline for the consolidated Predesign Engineering Report will be followed and this Outline has been reviewed and approved by the City. In addition, conduct two dilution model runs to represent critical acute and chronic scenarios at lowest daily flow (2 and 5 mgd) to calculate DFs and confirm as part of the Engineering Report.

CEQA for Surge Tanks
The Jacobs environmental team will collaborate with the design leads to understand the layout of the surge tank facility, construction methods, and operational parameters. Jacobs will update the project description and all graphics to encompass the new surge tank facility. Jacobs will perform a database search of the California Historical Resources Information System. Jacobs staff will visit the site for cultural and biological resources site surveys, including walking the disturbance area. Jacobs staff will update the environmental impact analysis and (if needed) the mitigation measures to incorporate the potential additional impacts from the surge tank facility. Resources sections expected to require update include biological resources, cultural resources, hazards and hazardous materials, land use and planning, and noise.

City Involvement:

- The City will review and comment on the consolidated version of the Regional Board Project Report outline and draft report.

Assumptions:

- Draft Consolidated Predesign Report Review Meeting with City and Final Consolidated Predesign Report Meeting with City and Regional Board.

- Draft Consolidated Predesign Report Outline (August 2021), Final Consolidated Predesign Report Outline (Oct. 2021), Draft Consolidated Predesign Report (November 2021), and Final Consolidated Predesign Report (3 weeks after receipt of review comments on the Draft Report from the City).
- No surge tanks site conditions (e.g., presence of hazardous materials or evidence of cultural artifacts) will warrant additional, detailed study.
- CEQA Administrative Draft update will be completed in compliance with the existing master project schedule.

Deliverables:

- Draft and Final Consolidated Predesign Report Outline, Draft Consolidated Predesign Report, and Final Consolidated Predesign Report.
- Updated *Administrative Draft* Initial Study for City review.

Task 12.3 – Vacuum-Assist Siphon Predesign, Design, and other Services

This task adds to the originally scoped services for the vacuum-assist siphon.

Vacuum Tank Condensate Return Pump

- City has requested that condensate from the vacuum receiver tank be returned to the outfall pipeline and not be drained to a sump outside the building. Jacobs will submit a preliminary design to the City for review.

City Involvement:

- City will review design and provide comments during the scheduled City review periods of the 90% and 100% design drawings.

Deliverables:

- Change will require revisions to 6 existing drawings, architectural, structural, mechanical, electrical, I&C, and pipeline, that will be included in the 90%, 100%, and bid drawing sets.

Task 12.5 – WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications

The City has authorized Jacobs (under optional Task 12.5) to complete the WWTF Effluent Pump Station, Flow Metering, and Yard Piping modifications including final design and bid services. As part of the predesign phase, evaluation of the City's existing WWTF effluent pumping system recommended that three existing pumps be replaced. Amendment 5 requires the addition or significant revision to 18 drawings, physical modeling of the existing wetwells, and update to the Hydraulic Evaluation TM as stated below.

Existing Flow Meter Vault Rehabilitation, Sample Sheds, and Other WWTF Features

- Jacobs will develop a 90% and 100% design of the existing flow meter vault rehabilitation, new South Sample Shed, modifications of the existing South Sample Shed, effluent pipe demolition and replacement, and demolition of venturi flow meter vault including drawings, specifications, and cost estimate. Jacobs will perform an electrical site visit of the WWTF to review the changes which have been constructed, and yet to be documented, as a result of the current improvement project.

Additional Effluent Pumping Evaluation

- The Jacobs design team has completed the draft and revised draft Hydraulic Evaluation TM. Following a conference call with City staff on October 15, 2021, it was determined that changes to

the understanding of the operating water surface elevation would necessitate additional model analysis and alternatives development. Another conference call was conducted with City staff on December 1, 2021, to review the additional modeling work and alternatives development. It was concluded that rough cost estimates would be prepared for physical modeling alternative for the existing wet wells and potential wet well modifications, and construction costs for a potential addition of new pump cans outside the existing wet wells. Following a review of the data compiled by Jacobs, the City selected the physical modeling option as the preferred path forward. The hydraulic model will be updated for 2+1 and 3+1 pump alternatives under all flow scenarios to define the requirements of testing during physical modeling. Jacobs will update the hydraulic evaluation tech memo to summarize the results of the physical modeling after the modeling is complete.

City Involvement:

- City will review design and provide comments during the scheduled City review periods of the 90% and 100% design drawings.
- City will review draft final Hydraulic Evaluation TM which will include the results of physical modeling.

Assumptions:

- The new south sample shed building will be designed to the prescriptive requirements of the Title 24 energy requirements. Based on discussions with the Community Services Development Department, addition documentation or calculations are not required. Yuba City will make modifications to the existing electrical conduit within the existing flow meter vault to accommodate the new, thicker, traffic rated roof hatch.
- Physical modeling will need to be completed prior to determining the impacts to the 100% and bid drawing set delivery timelines.

Deliverables:

- Schematic alternatives design development of can pump option including engineering and construction cost estimate, recommendations, meeting summaries, and City selection of a preferred alternative. Draft final of the Hydraulic Evaluation TM following completion of the physical modeling.
- 14 total new or revised sheets and specifications for the Flow Meter Vault Rehabilitation, Sample Sheds, Drainage Pumps, and Effluent Pipe Removal and Replacement that will be included in the 90%, and 100% drawing sets.
- Revised draft and final of the Hydraulic Evaluation TM following completion of physical modeling.

Task 12.7 – Effluent Pump Physical Modeling and Implementation

As described in Task 12.5, during a meeting on February 11, 2022, the City decided to proceed with scaled physical modeling of the existing east and west wetwells. The Jacobs design team will compile physical modeling criteria and testing scenarios for Clemson Engineering Hydraulics to complete a scaled physical model of the existing east and west wetwells. Clemson will provide modeling results and recommendations for modifications to the existing wetwells for compliance with Hydraulic Institute standards. One Jacobs project team member will attend witness testing. Jacobs will implement the recommendations into the design of the pump station. In addition to the pumping modifications, Jacobs will incorporate a sump pump into the design which could be used to dewater the pump station.

City Involvement:

- City will review and comment on the draft physical modeling report.
- City will review and comment on potential modifications of the pump station as indicated in the draft physical modeling report.

Assumptions:

- City will provide water surface elevations for operating conditions in the existing wetwells.
- It is assumed that the wetwell sump pump will not require structural modifications.

Deliverables:

- Physical modeling report from Clemson.
- 4 revised sheets and specifications to implement the recommendations of the physical modeling results.

Project Schedule

The start date for delivery of the activities described in this amendment is controlled by the authorization to begin final design. The activities described above will delivered on a schedule that is mutually agreeable to the City and Jacobs.

Rates and Fees for Engineering Services

The estimated fee for the proposed engineering services is shown in Appendix A. Appendix B provides a rate schedule that has been escalated from the original contracted rates for the City's Outfall and Diffuser Project through 2023.

Appendix A
Fee Estimate

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Outfall and Diffuser Project	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Design Phase Change 01 - Surge Tank Survey									
Subtotal - Task 3.1.1 - Prepare 60% Design Plans and Specs	-	-	-	-	18,764.00	-	938.20	19,702.20	19,702.20
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	14.00	2,616.00	-	-	-	-	-	-	2,616.00
Subtotal - Task 10.3 - Project Controls and Invoicing	8.00	1,438.00	-	-	-	-	-	-	1,438.00
Subtotal - Task 10.6 - Subcontract Management	8.00	1,432.00	-	-	2,710.00	-	135.50	2,845.50	4,277.50
Design Phase Change 01 Task Total	**30.00**	**5,486.00**	**-**	**-**	**21,474.00**	**-**	**1,073.70**	**22,547.70**	**28,033.70**
Design Phase Change 02 - Additional Utility and Garden Highway Potholing									
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	21.00	3,719.00	-	-	12,012.50	-	600.63	12,613.13	16,332.13
Subtotal - Task 10.3 - Project Controls and Invoicing	2.00	364.00	-	-	-	-	-	-	364.00
Subtotal - Task 10.6 - Subcontract Management	8.00	1,492.00	-	-	-	-	-	-	1,492.00
Design Phase Change 02 Task Total	**31.00**	**5,575.00**	**-**	**-**	**12,012.50**	**-**	**600.63**	**12,613.13**	**18,188.13**
Design Phase Change 03 - Bifurcation Building and CAD Conversion									
Subtotal - Task 3.1.1 - Prepare 60% Design Plans and Specs	10.00	1,710.00	-	-	-	-	-	-	1,710.00
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	295.00	54,421.00	-	-	-	-	-	-	54,421.00
Subtotal - Task 3.2.2 - 90% Technical Workshop	20.50	4,163.00	-	-	-	-	-	-	4,163.00
Subtotal - Task 3.2.3 - 90% Quality Mgmt	21.00	4,902.00	-	-	-	-	-	-	4,902.00
Subtotal - Task 3.2.4 - 90% Cost Estimate	18.00	3,366.00	-	-	-	-	-	-	3,366.00
Subtotal - Task 3.3.1 - 100% Documention Completion	284.00	56,084.66	-	-	-	-	-	-	56,084.66
Subtotal - Task 3.3.2 - 100% Quality Mgmt	14.00	3,206.00	-	-	-	-	-	-	3,206.00
Subtotal - Task 3.3.3 - 100% Cost Estimate	3.00	561.00	-	-	-	-	-	-	561.00
Subtotal - Task 5.2 - Prepare Bid Documents	4.00	970.00	-	-	-	-	-	-	970.00
Subtotal - Task 10.3 - Project Controls and Invoicing	27.00	5,027.00	-	-	-	-	-	-	5,027.00
Subtotal - Task 10.4 - Team Coordination	24.00	5,532.00	-	-	-	-	-	-	5,532.00
Design Phase Change 03 Task Hours	**720.50**								
Design Phase Change 03 Task Total	**720.50**	**139,942.66**	**-**	**-**	**-**	**-**	**-**	**-**	**139,942.66**
Design Phase Change 04 - Flow Meter Vault Rehabilitation, Sample Sheds, and Other WWTF Features									
Subtotal - Task 3.2.3 - 90% Quality Mgmt	38.00	9,086.00	-	-	-	-	-	-	9,086.00
Subtotal - Task 3.3.2 - 100% Quality Mgmt	16.00	3,919.00	-	-	-	-	-	-	3,919.00
Subtotal - Task 12.5 - WWTF Eff Pmp Sta/Flw Mtr/Yrd Pipe Mods	824.00	155,116.92	800.00	2,000.00	-	280.00	-	3,080.00	158,196.92
Subtotal - Task 12.6 - PM for Contingency Tasks	76.00	15,874.00	400.00	-	-	40.00	-	440.00	16,314.00
Design Phase Change 04 Task Total	**954.00**	**183,995.92**	**1,200.00**	**2,000.00**	**-**	**320.00**	**-**	**3,520.00**	**187,515.92**
Design Phase Change 05 - Regional Board Project Report									
Subtotal - Task 12.2 - Environmental Impact Report	136.00	28,252.00	-	-	-	-	-	-	28,252.00
Subtotal - Task 10.3 - Project Controls and Invoicing	8.00	1,520.00	-	-	-	-	-	-	1,520.00
Design Phase Change 05 Task Total	**144.00**	**29,772.00**	**-**	**-**	**-**	**-**	**-**	**-**	**29,772.00**
Design Phase Change 06 - Vacuum Tank Condensate Return Pump									
Subtotal - Task 3.2.3 - 90% Quality Mgmt	5.00	1,157.00	-	-	-	-	-	-	1,157.00
Subtotal - Task 12.3 - Vacuum Assisted Siphon	72.00	13,111.00	-	-	-	-	-	-	13,111.00
Subtotal - Task 12.6 - PM for Contingency Tasks	9.00	1,611.32	-	-	-	-	-	-	1,611.32
Design Phase Change 06 Task Total	**86.00**	**15,879.32**	**-**	**-**	**-**	**-**	**-**	**-**	**15,879.32**
Design Phase Change 07 - River Bank Restoration Design to meet NMFS regulations									
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	180.00	37,466.00	-	-	-	-	-	-	37,466.00
Subtotal - Task 3.2.3 - 90% Quality Mgmt	2.00	526.00	-	-	-	-	-	-	526.00
Subtotal - Task 3.3.1 - 100% Documention Completion	33.00	7,352.00	-	-	-	-	-	-	7,352.00
Subtotal - Task 3.3.2 - 100% Quality Mgmt	15.00	3,027.00	-	-	-	-	-	-	3,027.00
Subtotal - Task 5.2 - Prepare Bid Documents	17.00	3,661.00	-	-	-	-	-	-	3,661.00
Subtotal - Task 10.3 - Project Controls and Invoicing	22.00	4,201.66	-	-	-	-	-	-	4,201.66
Design Phase Change 07 Task Total	**269.00**	**56,233.66**	**-**	**-**	**-**	**-**	**-**	**-**	**56,233.66**
Design Phase Change 08 - Yokohari Pipeline Alignment									

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Outfall and Diffuser Project	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	110.00	19,768.00	-	-	-	-	-	-	19,768.00
Subtotal - Task 4.1.2 - Initial Stdy/Mitigated Neg	7.00	1,785.00	-	-	-	-	-	-	1,785.00
Subtotal - Task 10.3 - Project Controls and Invoicing	6.00	1,156.00	-	-	-	-	-	-	1,156.00
Subtotal - Task 12.3 - Vacuum-Assisted Siphon System	16.00	3,374.00	-	-	-	-	-	-	3,374.00
Design Phase Change 08 Task Total	**139.00**	**26,083.00**	**-**	**-**	**-**	**-**	**-**	**-**	**26,083.00**
Design Phase Change 09 - Additional PM Time During Stand Down									
Subtotal - Task 10.7 - PM During Stand Down	21.00	4,265.00	-	-	-	-	-	-	4,265.00
Design Phase Change 09 Task Total	**21.00**	**4,265.00**	**-**	**-**	**-**	**-**	**-**	**-**	**4,265.00**
Design Phase Change 10 - CEQA Plus									
Subtotal - Task 11 – CA SRF Loan Application	76.00	15,504.00	250.00	250.00	-	50.00	-	550.00	16,054.00
Design Phase Change 10 Task Total	**76.00**	**15,504.00**	**250.00**	**250.00**	**-**	**50.00**	**-**	**550.00**	**16,054.00**
Design Phase Change 11 - CEQA for Surge Tanks									
Subtotal - Task 12.2 – Environmental Impact Report	64.00	12,444.00	250.00	250.00	-	50.00	-	550.00	12,994.00
Design Phase Change 11 Task Total	**64.00**	**12,444.00**	**250.00**	**250.00**	**-**	**50.00**	**-**	**550.00**	**12,994.00**
Design Phase Change 12 - Additional Effluent Pumping Evaluation									
Subtotal - Task 3.2.1 - Prepare 90% Design Plans and Specs	10.00	1,870.00	-	-	-	-	-	-	1,870.00
Subtotal - Task 3.2.3 - 90% Quality Mgmt	-	-	-	-	-	-	-	-	-
Subtotal - Task 3.3.1 - 100% Documention Completion	-	-	-	-	-	-	-	-	-
Subtotal - Task 3.3.2 - 100% Quality Mgmt	4.00	888.00	-	-	-	-	-	-	888.00
Subtotal - Task 10.3 - Project Controls and Invoicing	26.00	6,034.00	-	-	-	-	-	-	6,034.00
Subtotal - Task 12.5 - WWTF Eff Pmp Sta/Flw Mtr/Yrd Pipe Mods	177.00	32,607.75	-	-	-	-	-	-	32,607.75
Design Phase Change 12 Task Hours	**217.00**								
Design Phase Change 12 Task Total	**217.00**	**41,399.75**	**-**	**-**	**-**	**-**	**-**	**-**	**41,399.75**
Design Phase Change 13 - Pump Physical Modeling									
Subtotal - Task 3.3.2 - 100% Quality Mgmt	15.00	3,389.00	-	-	-	-	-	-	3,389.00
Subtotal - Task 12.7 - Pump Physical Modeling	328.00	62,949.00	2,601.00	-	69,000.00	260.10	3,450.00	75,311.10	138,260.10
Subtotal - Task 10.3 - Project Controls and Invoicing	21.00	4,219.00	-	-	-	-	-	-	4,219.00
Subtotal - Task 10.6 - Subcontract Management	19.00	3,954.00	-	-	-	-	-	-	3,954.00
Design Phase Change 13 Task Total	**383.00**	**74,511.00**	**2,601.00**	**-**	**69,000.00**	**260.10**	**3,450.00**	**75,311.10**	**149,822.10**
Design Phase Change 14 - Additional Project Management for Time Extension									
Subtotal - Task 10.1 - Project Meetings	102.00	22,635.00	-	-	-	-	-	-	22,635.00
Subtotal - Task 10.3 - Project Controls/Invoicing	37.00	8,815.00	-	-	-	-	-	-	8,815.00
Subtotal - Task 10.4 - Project Team Coordination	98.00	25,098.00	-	-	-	-	-	-	25,098.00
Design Phase Change 14 Task Hours	**237.00**								
Design Phase Change 14 Task Total	**237.00**	**56,548.00**	**-**	**-**	**-**	**-**	**-**	**-**	**56,548.00**
Design Phase Change 15 - Additional Permitting Coordination									
Subtotal - Task 4.3 – Levee Permit (MHM)	208.00	50,112.00	-	-	-	-	-	-	50,112.00
Design Phase Change 15 Task Total	**208.00**	**50,112.00**	**-**	**-**	**-**	**-**	**-**	**-**	**50,112.00**
Grand Total	**3,579.50**	**717,751.31**	**4,301.00**	**2,500.00**	**102,486.50**	**680.10**	**5,124.33**	**115,091.93**	**832,843.24**

Appendix B
Rate Schedule

Appendix B - Rate Schedule

CH2M HILL ENGINEERS, INC
PROFESSIONALS AND TECHNICIANS
2018 - 2023 Hourly Billing Rates

Classification	2018	2019	2020	2021	2022	2023
Principal in Charge*	260	268	276	284	293	302
Principal Professional 2*	234	241	248	255	263	271
Principal Professional 1*	198	204	210	216	222	229
Sr. Professional 2*	177	182	187	193	199	205
Sr. Professional 1*	167	172	177	182	187	193
Project Professional 2*	156	161	166	171	176	181
Project Professional 1*	129	133	137	141	145	149
Staff Professional 2*	126	130	134	138	142	146
Staff Professional 1*	108	111	114	117	121	125
Technician	112	115	118	122	126	130
Office/Clerical	112	115	118	122	126	130

Notes:

*includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2018 through December 31, 2023

A markup of 10% shall be applied to all Other Direct Costs and expenses; 5% markup shall be applied to all Subconsultants

Appendix C
Contract Budget Authorization Table

Yuba City WWTF Outfall and Diffuser Project

Contract Budget Authorization

City of Yuba City

Task	Proposed Contract Budget Amount	Original Authorized Amount	Amendments 1 through 4 Authorized Amount	Proposed Amendment 5	Total Authorized Amount
Task 1 - Predesign	$ 821,864	$ 821,864	$ 169,354	$ -	$ 991,218
Task 2 - ROW Acquisitions	$ 185,305	$ 185,305	$ 11,250	$ -	$ 196,555
Task 3 - Design	$ 570,155	$ 570,155	$ 231,382	$ 255,512	$ 1,057,049
Task 4 - Environmental Services/Permitting	$ 254,423	$ 254,423	$ 115,075	$ 51,897	$ 421,395
Task 5 - Bid Services	$ 57,819	$ 57,819	$ 16,914	$ 4,631	$ 79,364
Task 6 - Services During Construction	$ 239,751	$ -	$ -	$ -	$ -
Task 7 - Testing and Startup	$ 177,897	$ -	$ -	$ -	$ -
Task 8 - Construction Management	$ 458,476	$ -	$ -	$ -	$ -
Task 9 - Operations and Maintenance Manual	$ 21,362	$ -	$ -	$ -	$ -
Task 10 - Project Management	$ 503,617	$ 344,300	$ 110,715	$ 100,028	$ 555,043
Task 11 - CA SRF Loan Application Support	$ 50,000	$ 50,000	$ -	$ 16,054	$ 66,054
Task 12 - Supplement Services	$ 499,564	$ 499,564	$ 201,448	$ 404,721	$ 1,105,733
Task 13 - Advanced Treatment Study	$ -	$ -	$ 208,596	$ -	$ 208,596
Total	**$ 3,840,234**	**$ 2,783,430**	**$ 1,064,734**	**$ 832,843**	**$ 4,681,007**

Exhibit B

Public Works

AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
CH2M HILL ENGINEERS, INC.

CH2M Hill Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SUBJECT: Amendment No. 4 to Scope of Services for Yuba City WWTF - Outfall and Diffuser Project

This Amendment to the Agreement for Professional Services dated July 18, 2018 ("Fourth Amendment") is made and entered into as of the 19th day of MAY, 2021 by and between the City of Yuba City ("City") and CH2M Hill Engineers, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated July 18, 2018 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Outfall and Diffuser Project in the amount of $2,783,430.00.

Whereas, the City Manager approved Amendment No. 1 to the Prime Agreement on July 12, 2019.

Whereas, the City Manager approved Amendment No. 2 to the Prime Agreement on July 10, 2020.

Whereas, the City Manager approved Amendment No. 3 to the Prime Agreement on December 1, 2020.

Whereas, the Parties desire to amend the Prime Agreement for a fourth time to provide for additional tasks, updated scope of service, revised compensation, schedule of performance and other items related to the Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 1, Scope of Services, of the Prime Agreement and all subsequent Amendments is amended to include the following:

See Attached Scope of Services
(Exhibit A)

2. Section 3, Compensation, of the Prime Agreement is amended to add the following:

   For services rendered by Consultant under this Amendment No. 4 to the Prime Agreement as outlined above, Consultant's compensation shall not exceed $901,857 without additional written authorization from the City.

3. Except as amended in this Amendment No. 4, the terms and conditions of the Prime Agreement shall remain the same and shall be in full force and effect.

4. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this Fourth Amendment, is incorporated as though set forth in full herein.

5. A copy of Amendment No. 1 is attached hereto as Exhibit "C" and, except as otherwise amended by this Fourth Amendment, is incorporated as though set forth in full herein.

6. A copy of Amendment No. 2 is attached hereto as Exhibit "D" and, except as otherwise amended by this Fourth Amendment, is incorporated as though set forth in full herein.

7. A copy of Amendment No. 3 is attached hereto as Exhibit "E" and, except as otherwise amended by this Fourth Amendment, is incorporated as though set forth in full herein.

8. Except as amended in this Fourth Amendment, the terms and conditions of the Prime Agreement, First Amendment, Second Amendment, and Third Amendment shall remain the same and shall be in full force and effect. This Fourth Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

_____

Dave Vaughn, City Manager

CONSULTANT:

CH2M HILL ENGINEERS, INC.

_____

Name: John Schoonover

Title: Designated Project Executive

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

Exhibit A: Amended Exhibit A to Prime Agreement
Exhibit B: Prime Agreement
Exhibit C: Amendment No. 1 (First Amendment)
Exhibit D: Amendment No. 2 (Second Amendment)
Exhibit E: Amendment No. 3 (Third Amendment)

Exhibit A

Yuba City WWTF Outfall and Diffuser Project

Amendment 4 - Summary

This Amendment 4 is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work) to the Yuba City Wastewater Treatment Facility (WWTF) Outfall and Diffuser Project (Project). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Amendment 4 includes funding reconciliation for contract budget transfers to cover Amendments 2 and 3; and scope and funding to supplement additional design, bid, and other services for the Project. The City directed Jacobs to stand-down work on transitioning to final design activities for the Project on February 24, 2020, while a brief Advanced Treatment Study was conducted. Amendments 2 and 3 were executed during the Advanced Treatment Study period. The Advanced Treatment Study was completed in April 2021 and the City has directed Jacobs to recommence final design activities.

Item 4A – Reconciliation of Budget Changes from Amendment 2

Amendment 2 included scope and funding to supplement two items for follow-on work: 2A) for the predesign phase of the Project and 2B) for the Advanced Treatment Study to evaluate alternative treatment options to the Project. Amendment 2 to the Outfall and Diffuser Project added a new Task 13 for the Advanced Treatment Study, including tasks 13.1 – 13.4.

- Item 2A provided additional support for activities during the predesign phase including effluent pumping system testing support, in-river geotechnical boring permitting support, dynamic modeling support, spring season bathymetry surveys, and project management support. Additional Project elements were included in the predesign than were previously scoped including a levee access ramp, a surge control system, a hydraulic and scour analysis, WWTF pump station modifications, and an additional predesign workshop.
- Item 2B provided WWTF staff an advanced treatment study to validate their current WWTF improvement and regulatory compliance strategy. The study compared relative costs, advantages and disadvantages for continued operation of the WWTF (as configured currently with the construction of the new proposed Diffuser) with alternative configurations for advanced treatment, in conjunction with a side-bank point discharge into the Feather River.

Item 4B – Reconciliation of Budget Changes from Amendment 3

Amendment 3 included scope and funding to supplement follow-on work for the Advanced Treatment Study, initiated by Amendment 2, to evaluate alternative treatment options to the Project. Amendment 3 revised existing subtasks 13.2.2 Sunsweet Handling Options and 13.3 Project Management and added the following new subtasks: Task 13.5 Study Re-Scoping, Task 13.6 Advanced Treatment Case Study, and Task 13.7 Screening Evaluation of Discharge Compliance.

Item 4C – Additional Services

Item 4C will provide additional services to support activities during the predesign, final design, and bid phases of the Project including additional Dissolved Oxygen analyses, in-river geotechnical boring permitting support, hydraulic and scour modeling analyses, follow-on tasks to the Advanced Treatment Study, labor escalation for deferred activities, and project management support. Additional Project

elements were included in the predesign than were previously scoped and final design and bid activities are added for these elements including a levee access ramp, a surge control system, and WWTF pump station modifications.

Item 4C also includes preparation of this amendment and labor escalation for existing design-phase work originally planned for 2019/2020 that has been pushed back to 2021/2022. There are no proposed changes to the original scope of work for this effort.

The following attachment is included as follows:

- Attachment 1: Item 4C – Additional Services Scope of Work and Fee Estimate

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in the following table. Fees for item 4A and 4B are based on the same rates as contracted for the City's Outfall and Diffuser Project. Fees for item 4C are based on a rate schedule that has been escalated from the original contracted rates for the City's Outfall and Diffuser Project through 2023.

Item	Services	Hours	Jacobs Total Labor	Total Expenses	Total Fee Estimate
4A	Reconciliation of Budget Changes from Amendment 2	--	--	--	$289,786
4B	Reconciliation of Budget Changes from Amendment 3	--	--	--	$50,000
4C	Additional Services	2,189	$520,141	41,930	$562,071
	Amendment 4 Total				**$901,857**

Current Contract Value

The Amendment 4 budget of $562,071 for additional services will be funded by additional City funding sources. Final design of the Project is anticipated to be authorized by the City in Spring 2021, funds will be added by Amendment 4 to replace Task 3 (totaling $289,786) and Task 5 (totaling $50,000) funds that were borrowed by Amendments 2 and 3, respectively. Amendment 4 adds $901,857 to the total contract value.

The table below summarizes the new total contract value to date including this amendment.

Description	Total Fee Estimate
Original Contract Value	$2,783,430
Amendment 1	$162,877
Amendment 2	$0
Amendment 3	$0
Amendment 4	$901,857
New Contract Value	$3,848,165

Attachment 1: Item 4C - Additional Services Scope of Work and Fee Estimate

Yuba City WWTF Outfall and Diffuser Project

Amendment 4 – Additional Services

Scope of Work

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

This Scope of Work is for additional services during the final design and bid phases of the Yuba City Wastewater Treatment Facility (WWTF) Outfall and Diffuser Project (Project). This amendment will add additional scope and funding to Task 1, Task 2, Task 3, Task 4, Task 5, Task 10, Task 12, and Task 13 from the original Project Scope of Work.

Project final design was original scheduled to begin in August 2019. Due to delays resulting from additional river investigations and modeling during predesign and the completion of the Advanced Treatment Study completed as part of Task 13, the initiation of final design has been moved back almost two years to May 2021. This amendment provides additional budget to adjust budgeted labor rates and staff classification changes for Jacobs and subconsultants from 2019/2020 to 2021/2022 for previously contracted work under Tasks 2, 3, 4, 5, 10, and 12. For tasks which are partially complete, only the labor hours and subcontract budget remaining to be completed have been escalated. The total fee estimate for this amendment reflects the escalation adjustments but there are no additional services included for these items.

The total fee estimate is $562,071 as provided in Appendix A based off an updated rate schedule provided in Appendix B. The total fee estimate does include labor escalation costs for existing scoped work from 2019 through 2021. The consultant is not obligated to spend above this amount. Additional activities such as engineering services during construction, startup and testing, construction management, and operations and maintenance manual are not included, and will need to be contracted separately if needed by the City.

Project tasks included in the original proposal from Jacobs are listed below. The City decided to contract with Jacobs for several of the original proposed tasks in the Agreement for Professional Services dated July 18, 2018. Those tasks included in the original Agreement are summarized below, and the contracted budgets for each task are described in detail in Appendix C.

The following tasks have been contracted with Jacobs:

- Task 1 Predesign
- Task 2 ROW Acquisitions
- Task 3 Design
- Task 4 Environmental Services/Permitting
- Task 5 Bid Services
- Task 10 Project Management
- Task 11 CA SRF Loan Application Support
- Task 12 Supplemental Services

- Task 13 Advanced Treatment Study

The following tasks have not been contracted with Jacobs, but can be added by amendment at a later date if desired by the City:

- Task 6 Services During Construction
- Task 7 Testing and Startup
- Task 8 Construction Management
- Task 9 Operations and Maintenance Manual

Task 1. Predesign

Task 1.9 – DO Sag Analysis, Anti-Degradation Analysis, and ROWD

This subtask involves continuing work on Task 1.9. The City requested that Jacobs review the DO Analysis approach with City staff in June 2020 and prepare an additional DO sampling plan for July-Oct 2020 river sampling by City with sampling results reviewed by Jacobs. Original task objectives that are still relevant include obtaining NPDES Order compliance with the CVRWQCB for the outfall/diffuser structure and related project features. The reissued 2019 NPDES Order from the CVRWQCB has required changes to original tasks to be supplemented with the following:

- The NPDES Order, reissued April 2019, requires a Work Plan submittal to the CVRWQCB, within one year, after new diffuser operation and a DO Assessment Report, within 3.5 years, after Work Plan approval by the CVRWQCB.
- In June 2020, Jacobs and the City reviewed DO data collection approaches. The City requested that Jacobs prepare a DO Sampling and Analysis Plan for Feather River Sampling by City staff in July-October 2020. Jacobs reviewed river DO sampling results reported by the City during July-October 2020 to evaluate findings and recommend modifications.
- In June 2021, Jacobs and the City will review 2021 DO data collection approaches. Jacobs will update the DO Sampling and Analysis Plan for Feather River Sampling by City staff in 2021 (if necessary). Jacobs will review river DO sampling results reported by the City in 2021 to evaluate findings and recommend modifications.
- As part of the Predesign Report for the new outfall diffuser, a Tier 2 antidegradation analysis was planned to be prepared in accordance with the State of California *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries (*SIP), to document water quality standards compliance for the City's new discharge (as required in the current permit). Revised submittal date for this Antidegradation Analysis is now April 1, 2023 – per CVRWQCB approval in December 2020.

City Involvement:

- No change from original scope.

Assumptions:

- No change from original scope.

Deliverables:

- Draft SO Sampling and Analysis Plan in electronic file format (PDF).

Task 3. Design

The City requested additional elements to be added to the project during the predesign phase, including the levee access ramp and surge control system. The levee ramp is intended for construction traffic access and City operations and maintenance access. The surge control system is intended to provide protective measures to protect the existing outfall pipeline and new outfall pipeline extension. The predesign of these elements has been completed and was included in the 30% Predesign Report and Drawings. The purpose of this task is to develop draft through final contract drawings, specifications, and cost estimate for new levee access ramps and surge control system. Work activities will include:

Final Design Levee Access Ramps

- Develop 60%, 90%, and 100% design of the levee access ramps per CVFPB encroachment and LD1 permitting requirements.
- The 60% submittal will include plan drawings, sections and details drawings, and a first draft of technical specifications. The 60% design submittal will include 4 Civil Sheets for levee ramp plans, sections, and details.
- The 90% submittal will include updates to the plan drawings, sections and details drawings, and technical specifications incorporating the City's 60% design review comments.
- The Final Contract Document submittal will include updates to the plan drawings, sections and details drawings, and technical specifications incorporating the City's 90% design review comments. The 100% design submittal will include 4 Civil Sheets for levee ramp plans, sections, and details.

Final Design Surge Control System

- Jacobs will spend up to 20 hours to review the feasibility of an Uninteruptable Power Supply (UPS) backup system to provide surge control for the existing and new effluent pipeline as an alternative to the hydropneumatic tank system described in the final Predesign Report. Jacobs will meet with City staff to develop critical performance criteria for the UPS backup system and will summarize the findings of the feasibility review in a brief technical memorandum.
- Develop a 60%, 90%, and 100% design of the surge control system, including drawings, specifications, and cost estimate.
- Civil design will include final siting of location for the surge control tanks, piping, and air compressors on a site plan and grading plan. Yard piping is required to tie the tanks into the existing wastewater plant piping.
- Structural design will identify tank saddle foundations, slabs, and miscellaneous pads and pipe supports for the tanks and ancillary equipment.
- Mechanical design will implement the final surge analysis recommendations and coordinate any changes with other disciplines. Additionally, mechanical design will confirm tank configuration including plan, sections, and details; identify air compressor package; and coordinate cathodic protection for metallic tanks and piping.
- Electrical design will identify power for the new air compressor system and power for the surge control system control panel. Other miscellaneous electrical needs include site lighting and communications that tie in the new instrumentation and alarms to the existing plant SCADA interface.

City Involvement:

- Review UPS backup system feasibility technical memorandum and provide review comments. Meet with design team by conference call to review the findings of the review and provide direction to design team regarding whether to proceed with hydropneumatic tanks system as described in the final Predesign Report. If the City decides to proceed with another type of surge control system, the estimated price to design the hydropnuematic tanks surge control system will be sufficient for final design of a UPS backup system. If the price to design another type of surge control system following the completion of the feasibility evaluation, then Jacobs will provide the City an updated scope of work and fee estimate for final design of the selected system.
- Review 60%, 90%, and 100% design drawings, specifications, and cost estimate and provide review comments.
- Provide record drawings of existing yard piping at the existing WWTF.
- Provide record geotechnical boring information and surveyed topographic information at the WWTF.
- Provide master plan layout of the WWTF at buildout and provide direction on location of surge control system location on existing plant site to coordinate with anticipated future WWTF expansion projects.

Assumptions:

- Surge control system is based on two hydropneumatics tanks as described in the final Predesign Report.
- Geotechnical borings completed at the WWTF in the early 2000's will be provided by the City for Jacobs' use in determining existing soil conditions.
- The master plan of the ultimate WWTF buildout will be provided by the City for Jacobs' use in siting the surge control system and tanks.

Deliverables:

- A maximum of (4) civil drawings for 60%, 90% and 100% design submittals for the Construction Access Ramp provided in 11 x 17 electronic file format (PDF).
- Three (3) new specifications for 60%, 90% and 100% design for the levee access ramp provided in electronic file format (PDF).
- A maximum of (9) new general, civil, structural/mechanical, electrical, and I&C drawings for 60%, 90%, and 100% design submittals for the surge control system provided in 11 x 17 electronic file format (PDF).
- A maximum of (2) contingency sheets to be used as needed.
- Three (3) new specifications for 60%, 90%, and 100% design submittals for the surge control system provided in electronic file format (PDF). Other specifications already included in the design package will also be updated to include components associated with this task as well.
- Additional drawings are included in the Updated Drawing List in Appendix A of Attachment 2A of Amendment 2.

Task 4. Environmental Services and Permitting

Task 4.2 – In-Water Permits

This subtask is follow-on work to Task 4.2. Original task objectives that are still relevant include obtaining authorization for the outfall/diffuser structure and related project features under various state and federal permits and related consultation processes. The original tasks are supplemented with the following:

Additional Permitting Effort

- Based on effort required to obtain in-water geotechnical exploration boring permits, additional consultation is anticipated for the Section 408 and 404 permits, from the U.S. Army Corp of Engineers (USACE), and encroachment permit from Central Valley Flood Protection Board (CVFPB). This amendment's scope of work describes and estimates this level of effort. Actual level of effort will largely depend on requests for additional information from permitting agencies.

Permitting Levee Access Ramps

- The addition of the new levee access ramps project feature adds a complication to the permit application assembly and review process, which in the original scope included just the pipeline crossing. Also, environmental permits require detailed field investigations for biological and cultural resources, which are based on the project footprint – now expanded to include the levee access ramps. The additional scope of work supplements the original scope. All permit applications and supporting information will now include the levee ramp as part of the project. [NOTE: Additional funding for MHM is included in Task 4.3 – Levee Permits.]

Assumptions:

- Actual level of effort for permit acquisition is unknown and current level of effort is an estimate of anticipated effort based on previous experience with the permitting agencies for the geotechnical borings permit.
- Permit agencies will not require any unexpected technical studies as a result of including the levee ramp in the permit applications.

Deliverables:

- All deliverables from original scope of work to include levee ramp.

Task 4.3 – Levee Permit

This amendment adds additional work to the subtask as described below.

Task 4.3.1 - Central Valley Flood Protection Board Hydraulic and Scour Analysis

This subtask was developed in response to the request of the CVFPB and USACE to demonstrate water surface elevation changes and any scour effects from the new Yuba City outfall diffuser structure and trap structure in the Feather River floodplain. Hydraulic and bed scour modeling will be conducted in accordance with the Modeling Plan. Work activities include:

- Conduct Hydraulic Flood and Scour Modeling using the project hydraulic model (SRH-2D) and summarize modeling results in a Draft Technical Memorandum.
- Review the Draft Hydraulic Flood and Scour Modeling TM with the City by conference call, incorporate review comments, and produce a Final TM for submittal to the CVFPB and USACE.

City Involvement:

- Provide support and coordination with the CVFPB and USACE on review of the Modeling Plan and TM submittal.

- Review and comment on draft Modeling Plan and Modeling TM. City will provide one set of adjudicated comments within two weeks of receiving draft documents.
- Accompany Jacobs in up to one conference call with CVFPB and USACE to review the Hydraulic Flood and Scour Modeling TM.

Assumptions:

- A Draft Modeling Plan has been submitted for review to USACE under this subtask in Amendment 2. The City has deferred review of Draft Modeling Plan until final design activities commence. USACE has not completed review of Draft Modeling Plan, which could lead to additional modeling effort beyond this scope and fee estimate.
- The Hydraulic Flood and Scour Modeling TM will be concise and reviewed and approved by the CVFPB and USACE. If additional modeling and analyses are requested by the agencies, then that effort will be an addition to this scope and fee estimate.
- This task does not include development of design modifications to the shoreline primer trap structure and diffuser – such modifications would be performed under another engineering task.
- All conference calls will be conducted by phone or Skype.

Deliverables:

- Hydraulic Flood and Scour Modeling TM (draft and final) in electronic file format (PDF).

Task 4.4 – Other Permits

This subtask is follow-on work to Task 4.4. Original task objectives that are still relevant include obtaining authorization for the in-water geotechnical borings under various state and federal permits and related consultation processes. The original tasks are supplemented with the following:

In-Water Geotechnical Boring Permit Support

- The list of permits for the geotechnical borings are the same as the original scope. Supplemental activities include preparing supplemental information requested by review agencies, including a detailed description of boring equipment and operations (in-water and on land), researching noise impacts of standard penetrometer tests (most research is on pile driving), calculation of in-water noise levels and contours, answering additional questions for the review agencies, and performing biological monitoring during in-water drilling activities.

City Involvement:

- No change from original scope.

Assumptions:

- No change from original scope.

Deliverables:

- Email correspondence answering review agencies questions.

Task 5. Bid Services

The purpose of this task is to provide additional bid services for the levee access ramps and surge control system as described below to supplement the currently scoped bid services. All other existing City Involvement items, Assumptions, and Deliverables described in the currently scoped bid services will apply to this work as well. Additional services will include:

Task 5.2 – Prepare Bid Documents

- Prepare Bid Documents including final design drawings and specifications to provide private bidding services company for project advertisement and distribution of Bid Documents.

Task 5.3 – Contract Advertise and Award

- Respond to contractor bid questions.
- Prepare addenda as required by bidder questions.

Task 5.4 – Prepare Conformed Documents

- Prepare Conformed for Construction Documents that incorporate clarifications and changes made by addenda.

Assumptions:

- Up to 2 additional addendums with up to 3 updated drawings each.

Task 10. Project Management

The purpose of this task is to provide additional project management services for the work added by this amendment as described below to supplement the currently scoped services. All other existing City Involvement items, Assumptions, and Deliverables described in the currently scoped project management services will apply to this work as well. Jacobs will complete additional project management tasks as described below.

Task 10.1 – External Project Meetings

Jacobs will attend the following additional project meetings with City staff:

- Up to 3 additional Special Coordination Meetings as required by project needs.

City Involvement:

- Review agendas and minutes from project progress meetings and alert project manager of any questions or corrections.

Assumptions:

- Meetings will be attended by up to two Jacobs team members and will be attended by conference call or Skype.

Deliverables:

- Meeting agendas and meeting minutes.

Task 10.2 – Develop and Maintain Project Management Tools

Jacobs will prepare and maintain up to three additional project work plans (60%, 90%, and 100% final design phases) for the levee access ramp design, surge control system design, and the WWTF Effluent Pump Station Modifications.

Task 10.3 – Project Controls and Invoicing

Jacobs project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices (including subconsultant invoices) and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status for the work added by this amendment.

Task 10.4 – Project Team Coordination

Jacobs will conduct the following internal team coordination activities:

- Regular project team coordination meetings.

Task 10.5 – Health and Safety

Jacobs will conduct internal Health and Safety (H&S) procedures to manage the safety of our staff and oversee the safety of subconsultants. Our subconsultants will be required to prepare their own H&S Plan for all field activities, and we will work with our subconsultants to monitor compliance with their own H&S Plan. Health and safety activities will include:

- Monitor Jacobs staff and subconsultant compliance with the Field Safety Instructions, and subconsultant compliance with their own H&S Plan.

Task 10.6 – Subcontract Management

Jacobs will manage the performance of our subconsultants to comply with the scope of work, schedule, and budget. This task includes setting up subconsultant contracts and required pre-procurement reviews and reviewing monthly subconsultant invoices and progress reports for the work included in this amendment.

Task 12. Supplemental Services

Jacobs will complete the following additional supplemental services as described below.

Task 12.5 – WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications

This subtask updates the existing optional Task 12.5 following completion of the final Predesign Report. The City has authorized Jacobs (under optional Task 12.5) to complete the WWTF Effluent Pump Station, Flow Metering, and Yard Piping modifications including final design and bid services. As part of the predesign phase, evaluation of the City's existing WWTF effluent pumping system recommended that three existing pumps be replaced. This amendment final design for seven additional drawings (as described below) to the six drawings included in the original scope of work.

City Involvement:

- Review 60%, 90%, and 100% design drawings, specifications, and cost estimate and provide review comments.

Assumptions:

- None.

Deliverables:

- A maximum of (2) civil drawings for 60%, 90% and 100% design submittals in 11 x 17 electronic file format (PDF).
- A maximum of (5) new electrical drawings for 60%, 90%, and 100% design submittals in 11 x 17 electronic file format (PDF).

- Additional drawings are included in the Updated Drawing List in Appendix A of Attachment 2A of Amendment 2.

Task 13. Advanced Treatment Study

The purpose of this task is to provide additional project management services for the work added by this amendment as described below to supplement the currently scoped services. Jacobs will complete additional project management tasks as described below.

Task 13.3.1 – External Project Meetings

Jacobs will attend the following project meetings with City staff:

- Biweekly Conference Call Progress Meetings. Meeting attendance will mostly be limited to Jacobs and City project managers.
- Meetings are expected to be conducted for an additional two months between April and May 2021.
- Scoping for this amendment, including meetings with City staff, and preparing draft and final scope of work and fee estimate.

City Involvement:

- Review agendas and minutes from project progress meetings and alert Jacobs project manager of any questions or corrections.

Assumptions:

- Meeting dates and times and method (in-person or by conference call) will be as agreed to between Jacobs and the City and will be subject to travel restrictions implemented by either party or by federal, state, or local public meeting limitations.

Deliverables:

- Conference call agenda and meeting summaries.

Task 13.8 – Side stream Treatment

The purpose of this subtask is to supplement activities requested under the Advanced Treatment Study. The original tasks are supplemented with the following:

- Develop a sidestream treatment cost for incorporation into the Draft Advanced Treatment Study TM. The cost estimate will be based on Bay Area Clean Water Agencies (BACWA) costs and will include construction, O&M and NPV costs for sidestream treatment only.
- Participate in conference calls with City staff, as needed, to develop the sidestream treatment costs.

City Involvement:

- City will provide the following information for incorporation into the cost estimate:
  - Recycle streams –total average flow, total average ammonia load (lb-N/day).
  - Average dry weather flow (ADWF) and load.

Assumptions:

- Conference calls and coordination time Jacobs spent with the City has been included in the fee estimate for this task.

Deliverables:

- Sidestream treatment cost estimate delivered in the Final Advanced Treatment Study TM in electronic file format (PDF).

Task 13.9 – Filtrate Sampling Plan Development

The purpose of this subtask is to supplement activities requested under the Advanced Treatment Study, specifically to develop a filtrate sampling plan that measures ammonia in the recycled treatment streams. The original tasks are supplemented with the following:

- Prepare a draft sampling plan for City review and conduct one review conference call with City staff to solicit City feedback.
- Incorporate City input into final sampling plan.
- Review sampling data, collected by City, to validate the estimated BACWA cost in $/lb to be used for sidestream treatment cost estimate.
- Summarize sampling results in Final Advanced Treatment Study TM.

City Involvement:

- Review draft sampling plan and provide input to Jacobs.
- City staff will complete sampling over a two-week period.

Assumptions:

- Up to two conference calls with Jacobs (limited to two Jacobs staff members) to review the draft sampling plan and review sampling results.

Deliverables:

- Draft and final sampling plan in electronic file format (PDF).
- Summarize sampling results in the Final Advanced Treatment Study TM in electronic file format (PDF).

Project Schedule

The start date for delivery of the activities described in this amendment is controlled by the authorization to begin final design. The activities described above will delivered on a schedule that is mutually agreeable to the City and Jacobs.

Rates and Fees for Engineering Services

The estimated fee for the proposed engineering services is shown in Appendix A. Appendix B provides a rate schedule that has been escalated from the original contracted rates for the City's Outfall and Diffuser Project through 2023.

Appendix A
Fee Estimate

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Outfall and Diffuser Project Additional Services Amendment 4	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Amendment 04 - Additional Services									
Task 1 - Predesign									
Subtotal - Subtask 1.9 - Dissolved Oxygen Sag/Anti-degradation/ROWD Analysis	46	$ 10,056	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,056
Labor Escalation for Existing Design-phase Services from August 2019 to June 2021									
Subtotal - Task 2 - Right-of-Way Acquisitions	-	$ 1,301	$ -	$ -	$ 9,475	$ -	$ 474	$ 9,949	$ 11,250
Subtotal - Task 3 - Design	-	$ 44,017	$ -	$ -	$ 5,825	$ -	$ 291	$ 6,116	$ 50,133
Subtotal - Task 4 - Environmental Services/Permitting	-	$ 6,202	$ -	$ -	$ 1,105	$ -	$ 55	$ 1,160	$ 7,362
Subtotal - Task 5 - Bid Services	-	$ 2,215	$ -	$ -	$ 1,735	$ -	$ 87	$ 1,822	$ 4,037
Subtotal - Task 10 - Project Management	-	$ 12,949	$ -	$ -	$ 1,952	$ -	$ 98	$ 2,050	$ 14,999
Subtotal - Task 12 - Supplemental Services	-	$ 28,028	$ -	$ -	$ 6,546	$ -	$ 327	$ 6,873	$ 34,901
Subtotal - Labor Escalation for Existing Design-phase Services from August 2019 to June 2021	-	$ 94,712	$ -	$ -	$ 26,638	$ -	$ 1,332	$ 27,970	$ 122,682
Levee Access Ramp									
Subtotal - Task 3 - Final Design Levee Access Ramp	198	$ 36,474	$ -	$ -	$ 8,000	$ -	$ 400	$ 8,400	$ 44,874
Subtotal - Subtask 4.2 - Permitting Levee Access Ramp	40	$ 8,058	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,058
Subtotal - Task 5 - Bid Services Levee Access Ramp	30	$ 5,725	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,725
Surge Control System									
Subtotal - Task 3 - Final Design Surge Control System	716	$ 131,805	$ 200	$ 3,000	$ 1,000	$ 320	$ 50	$ 4,570	$ 136,375
Subtotal - Task 5 - Bid Services Surge Control System	38	$ 7,152	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,152
Task 4 - Environmental Services/Permitting									
Subtotal - Subtask 4.2 - In-Water Permits (including CVFPB Permit)	160	$ 30,240	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,240
Subtotal - Subtask 4.3.1 - CVFPB Hydraulic and Scour Analysis	107	$ 26,790	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,790
Subtotal - Subtask 4.4 - In-River Geotechnical Boring Permitting Support	36	$ 7,572	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,572
Task 10 - Project Management									
Subtotal - Subtask 10.1 - External Project Meetings	20	$ 4,000	$ 200	$ -	$ -	$ 20	$ -	$ 220	$ 4,220
Subtotal - Subtask 10.2 - Develop and Maintain Project Management Tools	56	$ 12,234	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,234
Subtotal - Subtask 10.3 - Project Controls and Invoicing	28	$ 6,072	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,072
Subtotal - Subtask 10.4 - Project Team Coordination	72	$ 14,656	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,656
Subtotal - Subtask 10.5 - Health and Safety	20	$ 3,908	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,908
Subtotal - Subtask 10.6 - Subcontract Management	33	$ 6,308	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,308
Subtotal - Task 10 - Project Management	229	47,178	200	-	-	20	-	220	$ 47,398
Task 12 - Supplemental Services									
Subtotal - Subtask 12.5 - WWTF Pump Station, Flow Metering, and Yard Piping Modifications	420	$ 75,820	$ 200	$ 500	$ -	$ 70	$ -	$ 770	$ 76,590
Task 13 - Advanced Treatment Study									
Subtotal - Subtask 13.3 - Advanced Treatment Project Management	114	$ 24,924	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,924
Subtotal - Subtask 13.8 - Sidestream Treatment Cost Development	31	$ 7,671	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,671
Subtotal - Subtask 13.9 - Filtrate Sampling Plan Development	24	$ 5,964	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,964
Additional Services Task Hours	2,189.0	$ 520,141							
Additional Servcies Task Budget	2,189.0	$ 520,141	$ 600	$ 3,500	$ 35,638	$ 410	$ 1,782	$ 41,930	$ 562,071

Appendix B
Rate Schedule

Appendix B - Rate Schedule

CH2M HILL ENGINEERS, INC
PROFESSIONALS AND TECHNICIANS
2018 - 2023 Hourly Billing Rates

Classification	2018	2019	2020	2021	2022	2023
Principal in Charge*	260	268	276	284	293	302
Principal Professional 2*	234	241	248	255	263	271
Principal Professional 1*	198	204	210	216	222	229
Sr. Professional 2*	177	182	187	193	199	205
Sr. Professional 1*	167	172	177	182	187	193
Project Professional 2*	156	161	166	171	176	181
Project Professional 1*	129	133	137	141	145	149
Staff Professional 2*	126	130	134	138	142	146
Staff Professional 1*	108	111	114	117	121	125
Technician	112	115	118	122	126	130
Office/Clerical	112	115	118	122	126	130

Notes:

*includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2018 through December 31, 2023

A markup of 10% shall be applied to all Other Direct Costs and expenses; 5% markup shall be applied to all Subconsultants

Appendix C
Contract Budget Authorization Table

Yuba City WWTF Outfall and Diffuser Project
Amendment 4 Budget Authorization Summary

City of Yuba City

Task	Amendment 4 - Reconciliation from Amd 2 (Item 4A)	Amendment 4 - Reconciliation from Amd 3 (Item 4B)	Amendment 4 - Additional Services (Item 4C)	Amendment 4 - Total Authorized Amount and Date (TBD)
Task 1 - Predesign	$0	$0	$10,056	$10,056
Task 2 - ROW Acquisitions	$0	$0	$11,250	$11,250
Task 3 - Design	$289,786	$0	$231,382	$521,168
Task 4 - Environmental Services/Permitting	$0	$0	$80,022	$80,022
Task 5 - Bid Services	$0	$50,000	$16,914	$66,914
Task 6 - Services During Construction	$0	$0	$0	$0
Task 7 - Testing and Startup	$0	$0	$0	$0
Task 8 - Construction Management	$0	$0	$0	$0
Task 9 - Operations and Maintenance Manual	$0	$0	$0	$0
Task 10 - Project Management	$0	$0	$62,397	$62,397
Task 11 - CA SRF Loan Application Support	$0	$0	$0	$0
Task 12 - Supplement Services	$0	$0	$111,491	$111,491
Task 13 - Advanced Treatment Study	$0	$0	$38,559	$38,559
Total	**$289,786**	**$50,000**	**$562,071**	**$901,857**

Yuba City WWTF Outfall and Diffuser Project
Contract Budget Authorization

City of Yuba City

Task	Proposed Contract Budget Amount	Original Authorized Amount and Date (7/11/18)	Amendment 1 Authorized Amount and Date (9/19/19)	Amendment 2 Authorized Amount and Date (7/10/20)	Amendment 3 Authorized Amount and Date (12/1/20)	Amendment 4 - Total Authorized Amount and Date (TBD)	Total Authorized Amount To-Date
Task 1 - Predesign	$821,864	$821,864	$87,540	$71,758	$0	$10,056	$991,218
Task 2 - ROW Acquisitions	$185,305	$185,305	$0	$0	$0	$11,250	$196,555
Task 3 - Design	$570,155	$570,155	$0	-$289,786	$0	$521,168	$801,537
Task 4 - Environmental Services/Permitting	$254,423	$254,423	$0	$35,053	$0	$80,022	$369,498
Task 5 - Bid Services	$57,819	$57,819	$0	$0	-$50,000	$66,914	$74,733
Task 6 - Services During Construction	$239,751	$0	$0	$0	$0	$0	$0
Task 7 - Testing and Startup	$177,897	$0	$0	$0	$0	$0	$0
Task 8 - Construction Management	$458,476	$0	$0	$0	$0	$0	$0
Task 9 - Operations and Maintenance Manual	$21,362	$0	$0	$0	$0	$0	$0
Task 10 - Project Management	$503,617	$344,301	$10,294	$38,024	$0	$62,397	$455,016
Task 11 - CA SRF Loan Application Support	$50,000	$50,000	$0	$0	$0	$0	$50,000
Task 12 - Supplement Services	$499,564	$499,564	$65,043	$24,914	$0	$111,491	$701,012
Task 13 - Advanced Treatment Study	$0	$0	$0	$120,037	$50,000	$38,559	$208,596
Total	**$3,840,234**	**$2,783,431**	**$162,877**	**$0**	**$0**	**$901,857**	**$3,848,165**

Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of July 18, 2018, by and between the City of Yuba City, a municipal corporation ("City") and CH2M Hill Engineers, Inc. ("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)

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 **$2,783,430.00** 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. Consultant will reperform any services not meeting this standard without additional compensation.

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

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

represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.

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

If to City	Diana Langley Public Works Department City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4632
If to Consultant:	Jason Junkert Project Manager Jacobs 2485 Natomas Park Drive, Suite 600 Sacramento, CA 95833 (916) 286-0426

17. 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.

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.

29. Data. City will provide to Consultant relevant data in City's possession relating to Consultant's services on the project upon request. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City.

30. Force Majeure. Any delays in Consultant's Services caused by the following shall be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency

having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

31. Suspension, Delay or Interruption of Work. City may suspend, delay, or interrupt the Services of Consultant for the convenience of City. In such event, Consultant's contract price and schedule shall be equitably adjusted upon mutual agreement of the City and Consultant.

32. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. Any such subsurface investigations undertaken by Consultant shall be performed pursuant to the applicable professional standard of care.

33. Hazardous Substances. If hazardous substances in any form are encountered or suspected, Consultant will stop its own work in the affected portions of the project to permit testing and evaluation. If hazardous substances are suspected, Consultant will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. City recognizes that Consultant assumes no risk and/or liability for a waste or hazardous waste site originated by other than Consultant.

34. Consultant's Personnel at Construction Site. The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Consultant will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the contract documents. Consultant will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupation health and safety laws and regulations when such conditions expose Consultant staff or staff of

consultant subcontractors to unsafe conditions. Consultant will notify affected personnel of any site conditions posing an imminent danger to them that Consultant observes. Consultant is not responsible for the health or safety precaution of City of Contractor staff. Consultant is not responsible for the Contractor's compliance with the health and safety requirements of the contract documents or with federal, state, and local occupational health and safety laws and regulations. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents. For this agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

35. Consultant Listed as Additional Insured by Contractor. The City shall require the prime contractor on the Project to name Consultant as additional insured on the contractor's commercial general liability insurance policy.

36. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Designer will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site and project conditions. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings provided Consultant has reviewed such information and prepared the record drawings in accordance with the applicable professional standard of care.

37. Contractor Invoice Review. Recommendations by Consultant to City for periodic construction progress payments to the construction contractor(s) will be based on Consultant's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Consultant to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction

documents; that the final work will be acceptable in all respects; that Consultant has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction contractors that affect the amount that should be paid.

38. Access to Facilities and Property. The City will make its facilities accessible to Consultant as reasonably necessary for Consultant's performance of its services upon timely request by Consultant.

39. Key Personnel. The Consultant will utilize its staff, including the following Key Personnel noted in the Proposal: David Wilson, Kyle Winslow, Mitchell Swanson, Lorin Davis, Matt Franck, Quitterie Cotton, and Jason Junkert. Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Key Personnel without the prior written consent of the City, which consent will not be unreasonably withheld, delayed, or conditioned. For the purposes of this Section, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Key Personnel employee is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

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

CITY OF YUBA CITY:

By: _____
Steven C. Kroeger
City Manager

CONSULTANT:

By _____ for
Brett Isbell
Designated Manager

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

Exhibit A

Scope of Work
Yuba City WWTF – Outfall and Diffuser Project

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Tasks 1 through 12 as described below, including all subtasks, are included in this Scope of Work.

Task 1. Predesign

Task 1.1 – Review of Existing Studies

- Technical studies and data collections performed for the outfall relocation effort will be obtained from the City and reviewed in detail. These existing studies include the *Hydrogeomorphic Study of Diffuser Siting Options* (2013), the *Diffuser Relocation Study* (2017), compiled land (LIDAR) and river (bathymetric) surveys, as well as initial potential pipeline route layouts by MHM Engineers. We assume that the City will be able to provide the input files and model setup records for the 2-D hydrodynamic and sediment transport models and topographic change detection analysis of the Feather River used by ESA (and Dr. Pasternak).
- Review available geotechnical data for the levee and pipeline route options, river bedform material and bathymetric survey data, current velocity data, background river chemistry data, terrestrial resource information, and relevant Feather River fish use studies for potential new outfall diffuser sites – for use in the design and permitting.
- Review available design drawings and engineering reports related to the effluent pumps and existing effluent pipeline to the Feather River.
- Develop a tabular summary cataloging studies and data sources identified, adequacy and uses of these studies, and identifying assumptions and limitations of studies. Data gaps will be identified in this summary.

City Involvement:

- Provide design drawings and engineering reports related to the effluent pumps and existing effluent pipeline, and facilitate consultation with WWTF operations staff on pumping and pipeline operations and issues.
- Provide design drawings and engineering reports related to the existing pipeline route and the potential new pipeline routes to new outfall site.
- Obtain modeling input files and survey CAD files used by ESA in their 2013 and 2017 geomorphology studies and modeling.

Assumptions:

- We assume that the input files and model setup records for the 2-D hydrodynamic and sediment transport models used by ESA (and Dr. Pasternak) will be provided in electronic files by the City. These files will also include compiled land (LIDAR) and river (bathymetric) surveys. LiDAR coverage is assumed to be available to extend the model to Boyd's Landing (RM 22.6).

- As-built drawings of effluent pump stations, effluent pipeline, and pipeline valves can be provided in CAD electronic file format.
- This activity assumes we will spend up to 24 hours reviewing available modeling documentation

Deliverables:

- Tabular summary cataloging studies and data sources, adequacy and uses of these studies, and identifying assumptions and limitations of studies. Data gaps will be identified and recommendations for additional data collections will be included in this table for review with the City.

Task 1.2 – River Bathymetry and Data Collections

Initial bathymetric survey for 2018 is described below. Follow-on annual bathymetric surveys are described in Task 12 Contingency.

1.2.a Field Operations Plan

- Prepare a concise Field Operations Plan for River Data Collections to include study approach, methods and equipment, schedule, field personnel, and communications plan.

1.2.b Bathymetric Survey and Other Field Data Collections

- Conduct bathymetry survey of the Feather River region below Shanghai Falls (RM 24.5) to Boyd's Landing (RM 22.6) using a sweep-system (multiple single-beam) sonar to record detailed river bed elevation data. JACOBS will engage a specialty hydrographic surveyor to perform this bathymetry survey in summer or early fall 2018. The vessel used for this survey will be provided by the hydrographic surveyor and the survey crew will include an ACSM certified hydrographer.
- Horizontal positions for navigation and data collection will be determined by using a Trimble base and rover system, and Hypack navigation software. The horizontal datum used will be NAD83, California State Plane Zone 2 (U.S. Survey Feet). The vertical datum used by the hydrographic surveyor will be NAVD88 (U.S. Survey Feet).
- Conduct ADCP surveys (velocities and sectional flow) at seven (7) river sections between Shanghai Falls (RM 24.5) and Boyd's Landing (RM 22.6) using a vessel-mounted RDI Workhorse Sentinel 1200 kHz ADCP to log velocities and depths using WinRiver software. Vessel navigation and position recording will use onboard RTK DGPS and the same Trimble base RTK station used in the bathymetry survey, and using Hypack navigation software. The hydrographic surveyor and JACOBS personnel will perform the ADCP surveys from the hydrographic survey vessel on days following completion of the bathymetry survey.
- Collect surface sediment samples at 16-20 sites on the Feather River study region between RM 24.5 and 22.6 using 0.05 meter^2 Ponar sediment sampler. Sediment samples will be submitted for laboratory analysis of particle size distribution by sieve and hydrometer ASTM methods. River sediment sampling to be conducted by JACOBS personnel from the work vessel with DGPS navigation to locate sampling sites, on days following completion of the bathymetry survey and ADCP measurements.
- Identify and validate suitable benchmarks for locating RTK Base Station for use during bathymetry surveys and other data collections on the river. If alternative survey control sites are required then they will be established by MHM and adjusted and calibrated to the most current documentation of NAD83 and NAVD88 (National Geodetic Survey).
- Additional river velocity measurements will be recorded in the river under higher river flows. Three one-day sampling events will be conducted between October 2018 and April 2019. JACOBS will rent a work vessel with licensed operator and GPS navigation, and a single-point electromagnetic or

ADCP current meter for measurements. JACOBS staff will perform one day of river current velocity measurements at 6 stations along 3 river transects (18 sites) near potential diffuser sites in the Feather River. The timing of these field measurements will be determined by river flow and stage, as well as safe working conditions.

- Recording water level dataloggers (duplicate) and barometric pressure recorders (duplicate) will be installed at one site located between RM 23.2 and 23.5 in September 2018 to provide water level data for model calibration, and this installation will be maintained by JACOBS until April 2019. The water level sensor will be installed in a submerged and cable anchored housing along the river shore, and it will be hidden from view onshore and offshore. The location will be marked on land with a metal stake to allow retrieval and servicing.

City Involvement:

- Facilitate access to secure survey benchmarks to allow for locating Trimble base RTK station on tripod during bathymetric survey and field data collection days.

Assumptions:

- Field services will be conducted in accordance with the project FSI and the hydrographic surveyor's Safety Plan. Vessel safety and operational safety will be the responsibility of the hydrographic surveyor. For safety reasons, all field activities on the river will be limited to daylight hours. These field measurements are assumed to require four to six consecutive field days on the Feather River.
- Prior to mobilizing personnel and equipment for any survey work, river flow and stage forecasts will be evaluated to decide if adequate and safe river conditions are forecast for the work period. Seasonal river flows will not restrict boat access and data acquisition to the point of damage or imminent danger to personnel and equipment.
- Maintenance of the recording water level dataloggers in the Feather River will require monthly site visits during November 2018 to April 2019 to retrieve deployed instruments, downloading data, cleaning the housing and instruments, and redeploying.
- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- A concise bathymetric survey report will be produced and report charts will be provided. The report charts will include depth contours at 1-foot intervals, color TIN (Triangulated Irregular Networks), and track-lines. Report charts will be produced in the horizontal and vertical datum defined above. This report will describe the control used for the survey, data acquisition methodology, calibrations, and data processing procedures. Report deliverables will include an ASCII file of the XYZ data, AutoCAD and Civil 3D DWG files.
- A concise report of ADCP survey and sediment sampling will be produced, and this report will include instruments and method used, ADCP river sections, ADCP data, and sediment sample site coordinates. In addition to this report, deliverables will include Excel files of the ADCP data.
- Tabular summary of sediment laboratory results.

Task 1.3 – River Bedform and Sediment Transport Modeling

Task Objectives: 1) utilize field data to support stability assessment and sediment transport modeling analysis; 2) develop understanding of short term and long term geomorphic processes in project reach; 3) conduct channel stability assessment to support optimal placement for proposed outfall and diffuser;

and 4) inform outfall diffuser design to maintain functionality through foreseeable variability in sediment bedload transport and bedform conditions. Work activities will include:

- Review and compile relevant data from reports and data provided by City and from publicly available sources, including ESA/PWA reports and Lower Feather River Corridor Management Plan documents.
- Review results of field data collection campaign, process data as needed to support sediment transport modeling analysis, including Feather River channel bathymetry and bed sediment grain size analysis.
- Conduct channel stability assessment and geomorphic process characterization; identify potential ranges of channel geometry and hydraulic conditions in project reach (RM 24 to RM 23).
- Estimate sediment transport modes (bedload vs suspended load), processes (scour and fill) and potential bedform(s) (e.g. sand waves, etc.).
- Evaluate existing and potential future sediment supply scenarios for upstream boundary conditions including Feather and Yuba Rivers.
  - Two model simulations will be conducted with estimates of future flow and associated sediment supply, bracketing a range of reasonable potential future conditions based on project staff's work on similar regional projects.
- Examine potential climate change effects on river flows and sediment transport.
  - Project staff have been conducting climate hazard assessments in the greater San Francisco Bay Area and Sacramento River watershed and will use standard methods to estimate increases in episodic flow events and their impacts on sediment transport. Hydrodynamic and sediment transport models will be run with scaled river inflows to represent the effects of increased precipitation scenarios under future climate. Two additional sensitivity simulations will be conducted with the SRH-2D sediment model to quality impacts for reasonable estimates of climate uncertainty.
- Extend existing SRH-2D hydraulic and sediment transport model to allow simulation of larger flows up to 100-year event (280,000 cfs) and associated sediment transport.
- Conduct sediment bedform analysis to determine potential sand dune height during high flow periods to inform diffuser riser design. The bedform analysis will be conducted using results of the hydraulic model and standard methodologies developed by van Rijn (1982) to estimate the potential bedform heights in the project reach under a full range of expected flows. These dune heights will be used in the design of vertical risers to elevate the diffuser ports above the active river bed to maintain design performance without impedance from the mobile bed.
- Prepare Technical Memorandum documenting review of existing references, field data collection efforts, channel stability analysis, and sediment transport modeling efforts.

City Involvement:

- Provide reviews and input during project review meetings and to the technical memorandum.

Assumptions:

- The river bedform and sediment transport modeling evaluation tasks will be completed at a preliminary investigation level to support pre-design. Further detailed work will be needed to support detailed design and refinements in later levels of completion.
- SRH-2D hydraulic model (ESA/PWA 2013 and 2017) will be provided by City as basis for hydrodynamic and sediment transport evaluation.

- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- Draft and final Geomorphology and Sediment Transport Technical Memorandum.

Task 1.4 – Diffuser Design and Modeling TM

Task Objectives:

1. Develop the outfall diffuser design to achieve target design dilutions, address regulatory constraints of the Basin Plan, water quality objectives, Clean Water Act Section 303(d) listings, Endangered Species Act (ESA) and California ESA listed aquatic species, and complies with the State of California *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries (*SIP) for mixing zones, fish passage, and antidegradation rules;
2. Develop diffuser design to provide a reliable and durable discharge structure design for site-specific river bed and flow conditions and with hydraulic requirements; and
3. Develop modeling of diffuser configurations to optimize dilution performance within diffuser site constraints. The activities under this task will include:
    - Develop target design performance dilutions using Yuba City WWTF effluent chemistry data, background Feather River chemistry data, and using reasonable potential analysis spreadsheets.
    - Develop up to five potential outfall diffuser riser and port configuration alternatives and/or sub-alternatives for two river sites that can meet the preliminary civil, structural, and hydraulic performance criteria.
    - Apply pipeline hydraulic model (i.e. WINHYDRO) to outfall diffuser configuration alternatives to evaluate head-loss and port discharge velocities.
    - Apply dilution models to outfall diffuser riser and port configuration alternatives to evaluate dilution performance under dry and wet season discharge conditions. Effluent flows modeled will include three scenarios when a portion of the WWTF flow is split between the river outfall and the ponds. Assume 7Q10 dry season and wet season (Nov.-April) river flow conditions in this screening-level modeling evaluation. Prepare correlation between flow and stage at downstream permanent Feather River gage at Boyd's Landing with river stage measurements recorded by temporary gage near the proposed diffuser site.
    - Models will be tested and compared for design application, including DKHW and UM3. The basis for model selection will be reviewed by our senior modeling expert (Dr. Lorin Davis), and documented in a Diffuser Design and Modeling Report. The diffuser design will compare fixed-orifice ports and elastomeric check valve ports. We would expect to select elastomeric check valve ports to provide the benefits of port velocity equalization and avoidance of sediment intrusion.
    - The diffuser design approach and configuration will include diffuser configuration layouts and modeling iterations that evaluate and incorporate options for future diffuser modifications after installation; and these will include blind flanges on the diffuser to allow addition of ports and port flanges to the diffuser riser pipes that allow for reorientation of diffuser ports.
    - Prepare a Diffuser Design and Modeling TM (to be incorporated into the Predesign Report) for review by internal reviewers and the City. The draft report will be developed based on the sediment bed-form evaluation results using the 2018 bathymetry and data collections, and the dilution modeling described in this task.

- Conduct a Diffuser Design Review Meeting with the City to review alternative concepts for diffusers and to plan the design process and establish design criteria.

City Involvement:

- Provide reviews and input during project review meetings and to the draft deliverables listed under this task.
- Select the safety factor for the diffuser design based on diffuser configuration alternatives and the reasonable potential analyses.
- Select final diffuser location based recommendations in design TM

Assumptions:

- Assume 7Q10 dry season and wet season (Nov.-April) river flow conditions for screening-level modeling evaluation.
- River bed bathymetry and current velocity measurements developed under Task 1.2 will be used in modeling and design inputs. Additional data required for the diffuser design will include: (1) site-specific background river chemistry data for reasonable potential and antidegradation analyses (from the City and other existing upstream sampling sources); (2) results from the river bedform and sediment transport modeling evaluation task, (3) river bedform material composition data; and (4) biological information of the proposed diffuser site in the Feather River.
- The dilution performance of diffuser configurations in the Feather River will be constrained by the low river flow volume, water depths, and river channel geometry. It is assumed the CVRWQCB will not allow the City to utilize complete mix (100%) of the river flow with the City effluent discharge to the river, and some lesser mix will limit the discharge dilutions under low river flow conditions. The City and JACOBS will need to reach agreement with the CVRWQCB on the portion of the river flow (and cross-sectional area) that may be used for dilution mixing prior to the initiation of 30% design (Task 1.10).
- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- Draft and final Diffuser Design and Modeling TM.

Task 1.5 – Outfall Pipeline and Pumping Predesign and Evaluation

The purpose of this task is to develop the predesign for the outfall pipeline and to evaluate the pumping requirements for the preferred pipeline routes and new river diffuser.

1.5.a Outfall Pipeline Predesign

- Develop pipeline design criteria to provide a consistent approach for pipeline alternatives and alignment evaluations through the final outfall pipeline design. Design criteria elements will include:
  - Effluent Flows
  - Design Vertical and Horizontal Datum
  - Horizontal and Vertical Alignment
  - System hydraulics criteria and Pump Station considerations
  - Pipeline diameter, material options, linings, and coatings
  - Appurtenances
  - Easements
  - Existing Subsurface Utilities and utility relocations
  - Bifurcation Valve Vault

    - Civil
    - Structural
    - Mechanical
    - Electrical
    - Instrumentation and Control and Telemetry
    - Corrosion
  - Cathodic protection requirements
  - Safety Factors
  - Earthwork and Trench
  - Temporary and permanent easement requirements: location and widths for construction, staging and access
  - Surface and Feather River bankside restoration
  - Navigation aids
  - Traffic Control
  - Safety and Security
  - Biological and cultural resources
  - Construction sequencing and constraints
  - Preliminary operations considerations
- Conduct Pipeline Alignment Alternatives Evaluation for two alignments previously identified by MHM. An analysis matrix will be prepared to evaluate and compare the alignments based on:
  - Pipeline Hydraulics
  - Environmental Compliance and Permitting
  - Stakeholder requirements and Public Impacts
  - Constructability
  - Cost
  - Pipeline Operations and Maintenance
- Prepare Pipeline Alignment Alternatives Evaluation TM that presents the information prepared and evaluated for the pipeline alignments for review and identification of preferred alignment by the City.

1.5.b Pumping Predesign

1. Vacuum Assist Feasibility Evaluation
   - Evaluate feasibility and benefit of incorporating a vacuum-assisted siphon system for the outfall pipeline at the selected levee crossing. Evaluation will include estimated reduction in TDH if vacuum system is used, estimated reduction in annual power consumption, construction cost estimate, and cost-benefit analysis for the vacuum-assisted siphon system.
2. Effluent Pump Station Evaluation
   - Develop hydraulic model of existing effluent pumps, existing outfall pipeline, new outfall pipeline, and new river diffuser to estimate the required TDH at the pump station for the selected pipeline alignment alternative and the design flow projections.
   - Conduct life cycle cost analysis of three different pipe diameters and associated pumping costs for selection of optimum pipeline diameter.

- Evaluate existing effluent pump station wet well geometry and dimensions for compliance with Hydraulic Institute pump station guidelines at ultimate buildout peak hour flow to determine whether wet well modifications are required.
- Evaluate existing effluent flow metering configuration and provide recommended metering approach. If a new flow meter vault is required, predesign and design can be scoped and funded by project amendment.
- Evaluate phased pump improvements based on flow projections and anticipated plant expansions. Evaluation will consider results of hydraulic model and future plant expansions, and will outline an approach for phasing pump replacement to match pump capacity with flow by optimizing existing pump capacity and remaining life to reduce premature replacement of existing and future pumps.
- Evaluate conditions where effluent is pumped to existing disposal ponds. Estimate power consumption for flow splits of average annual flow pumped to existing ponds and new river diffuser. Evaluation will consider flow splits of 0%, 20%, 40%, 60%, 80% and 100% of flow to existing disposal ponds with remaining flow to the new river diffuser.

City Involvement:

- Select preferred pipeline alignment.
- Select preferred pipe material.
- Select preferred pipe diameter.
- Provide direction regarding inclusion of chlorine residual de-chlorination point into pipeline design.
- Provide design flow projections and planned plant expansion information.
- Provide pump curves for existing effluent pumps 1-6.
- Provide effluent pump station wet well and plant site/structural CAD drawings.
- Provide existing outfall pipeline and diffuser drawings.
- Provide electricity rates.
- Provide direction regarding inclusion of vacuum assisted siphon system into pipeline design.

Assumptions:

- Two alignments will be evaluated, each will consider two different outfall locations if necessary.
- 3 pipe materials will be considered for outfall pipeline: Cement Mortar Lined and Coated Welded Steel, Ductile Iron, and HDPE.
- City will select preferred pipe material during review of Draft Design Criteria TM for inclusion in Final Design Criteria TM and overall pipeline design.
- 3 pipe diameters will be evaluated in the life cycle cost analysis, each will use the same Hazen-Williams C-factor for calculation of dynamic head loss.
- City will select preferred pipe diameter during review of Draft Design Criteria TM for inclusion in Final Design Criteria TM and overall pipeline design.
- Vacuum assisted siphon design is included as Task 12.3 to be authorized by City upon review of this Design Criteria TM.
- Alignment evaluation pipeline hydraulics will be estimated using a static MS Excel model.
- Cost estimates will be Class 4 based on preliminary engineering that is 1 to 15 percent complete.
- Hydraulic model will be prepared in AFT Fathom pipe flow software. JACOBS will prepare 1 scenario for the two preferred alternatives and up to 2 model iterations.

- All electrical and control panels are assumed to be contained within the bifurcation valve vault. Design of an above-ground electrical or control building is not included.

Deliverables:

- Draft and Final Design Criteria TM in PDF form will be provided by email.
- Draft and Final Alignment Alternatives Evaluation TM in PDF form will be provided by email.

Task 1.6 – Levee Crossing Predesign

Levee crossing predesign activities will include:

- Prepare predesign criteria for the levee penetration and floodway encroachment work. The predesign will be coordinated with Sutter Butte Flood Control Agency (SBFCA) such that the criteria meets or exceeds the criteria being used in the West Feather River Levee Rehabilitation Project. For instance, one of the key items will be the pipeline will be located outside of the theoretical levee prism and above the 1957 water surface profile or the 200-year water surface whichever is greater.
- Consult with SBFCA regarding the new encroachment. SBFCA does not have any approval requirements but is in the process of making DWR Urban Level of Protection (ULOP) findings for 200-year level of flood protection and FEMA 44 CFR 65.10 certification for 100-year flood protections. These are both critical to the City of Yuba City and Sutter County so all work will need to meet or exceed the criteria for flood protection.
- Prepare certifications for levee penetrations and encroachments on behalf of SBFCA. The predesign will outline the design parameters to ensure that there are no issues with the certification process. All work will meet or exceed CVFPB Title 23, DWR ULOP, and USACE regulations.

Task 1.7 – Geotechnical Exploration

Geotechnical explorations will include field explorations and laboratory testing to evaluated conditions along the proposed pipeline and at the river diffuser.

1.7.a Field Explorations

Soil borings are anticipated at 5 locations along potential pipeline routes (on land) and 2 locations at the outfall/diffuser location. The field exploration will include the following soil borings:

- Four (4) soil borings to maximum depths of 15 ft each, along the preferred pipeline alignment between the beginning of project, and the Feather River Levee crossing
- One (1) soil borings to a maximum depth of 75 ft is anticipated between the Feather River Levee and the Feather River
- Two (2) soil borings to maximum depths of 75 feet below the bottom of river channel within the Feather River.

JACOBS will obtain necessary drilling permits from Sutter County Environmental Health Department, Central Valley Flood Protection Board, and encroachment permits from the City and Sutter County.

Jacobs will coordinate and obtain any necessary right of entry agreements

The borings will be field marked using GPS Methods and taping from landmarks or other features visible from mapping or aerial photographs. A utility locating subcontractor will be used to scan the locations for existing utilities. Jacobs and the drilling subcontractor will use the Underground Services Alert 811 one-call service prior to drilling. Soil boring locations and utility markings will be photographed prior to drilling.

Mobilize truck mounted drill for soil borings along pipeline route adjacent to existing improved roads or streets. Mobilize track-vehicle-mounted drill for soil borings between toe of levee and river.

Mobilize and load a barge drill for Soil boring, from the Boyd's Pump Boat Ramp.

Soil borings will be drilled using hollow-stem auger or mud rotary drilling methods, under observation by a qualified representative of the project geotechnical engineering task lead. Continuous samples will be collected in the upper 10 ft of hollow-stem auger borings along the pipeline alignment. At greater depths, and in mud-rotary drill locations, samples will be collected at maximum depth intervals of 5 ft. Sample collection will be performed in accordance with the procedures of ASTM D1586 or D1587, to be determined in the field based on the interpreted conditions. The field representative will visually examine samples at the time of drilling, and classify the soil material in accordance with the procedures of ASTM D2488. Jacobs will also maintain a written log of the drilling activities, sample depths, observations, sample descriptions, groundwater observations, and other pertinent information.

All soil boring locations will be filled and grouted in accordance with local, state, and permit requirements.

1.7.b Laboratory Testing and Reports

A laboratory testing program will be performed to confirm and provide further detail for soil classifications, determine index properties, and estimate engineering properties for representative samples. Based on observations from the field explorations, and review of recovered samples, Jacobs will select representative samples for the testing. The scope of anticipated testing is summarized in the table below.

Test Description	Anticipated Quantity
Mechanical Sieve Analysis (ASTM 422)	10
Sieve analysis, mechanical and hydrometer (ASTM D422)	20[a]
Amount Finer than U.S. No. 200 Sieve (ASTM D1140)	10
Atterberg Limits (ASTM D4318)	10
Moisture Content (ASTM D2216)	25
Corrosion Series (pH, Sulfates, Chlorides, Resistivity)	3

[a] Performed on sediment samples recovered from Task 1.1.b

City Involvement:

- Review proposed exploration locations.

Assumptions:

- Soils encountered during the field exploration will be free of environmental contamination requiring special monitoring, handling, testing, or disposal

Deliverables:

- Draft and Final Geotechnical Data Report, including an exploration location plan, laboratory test results, typed exploration logs, and a description of the general site geology, and narrative description of findings.

Task 1.8 – Geotechnical Evaluation and Reports

JACOBS will use the findings from the Geotechnical exploration to evaluate pipeline design/pipe support conditions, and prepare a detailed report for use by the design team in preparing plans and specifications for the pipeline, diffuser, and valve vault.

The Geotechnical Report will include the following;

- Geotechnical parameters for pipeline, diffuser, and valve vault design
- Evaluation of pile behavior for support of the outfall/diffuser
- Construction considerations for pipelines and outfall/diffuser

Assumptions:

- The Geotechnical Report will provide design documentation of the recommendations for the project, and will not be a contractor furnished item for bidding purposes.

Deliverables:

- Draft and Final Geotechnical Report.

Task 1.9 – DO Sag Analysis, Anti-Degradation Analysis, and & ROWD

- Develop a Test Plan - as outlined in the current NPDES permit - to determine existing conditions, including determination of all tributaries and flow contributions in the potential DO sag areas (assuming that the City either collects samples or operates four (4) instream monitoring instruments over at least a 2-year period prior to construction and startup of the new diffuser to establish base conditions). JACOBS will assist the City in the selection of suitable water quality instruments and the City will purchase or rent these selected instruments for the monitoring program.
- During the initial field installation of instream DO monitoring instruments, JACOBS will provide an experienced field scientist to assist the City with instrument setup and installations during a three-day period.
- Review water quality data records as they are collected by the City (assume monthly), and make recommendations, if necessary, for Test Plan modifications.
- Develop and perform modeling of the DO impacts created by the City's wastewater ammonia and biological oxygen demand (BOD) discharges via the new outfall diffuser, with calibrations and comparisons using the field measured DO, temperature, and pH data.
- Prepare a report of the Feather River DO Sag Analysis that includes summaries of the field water quality measurements and modeling results of the DO impacts created by the City's wastewater ammonia and biological oxygen demand (BOD) discharges via the new outfall diffuser to fulfill the requirements of Section VI.C.2.b in the City's Order R5-2013-0094.
- As part of the Predesign Report for the new outfall diffuser, a Tier 2 antidegradation analysis will be prepared in accordance with the State of California *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries (*SIP), to document water quality standards compliance for the City's new discharge (as required in the current permit).
- Prepare a new Report of Waste Discharge (ROWD) after the new outfall and diffuser design is completed and it is constructed. This report will be prepared based on the detailed design information applied in the Predesign Report, and updated with effluent chemistry and river water quality data sources collected through the completion of outfall construction and will include dynamic (Monte Carlo) modeling for copper and ammonia.
- Provide recommendations to the City for data collections prior to preparation of the ROWD. Perform quarterly reviews of available effluent sampling data to provide recommendations to the City.

- JACOBS representative will attend two meetings with the City at the CVRWQCB Sacramento office to discuss the DO Sag Analysis Test Plan and results, and two meetings with the City during the development of the ROWD for the new outfall discharge.
- Task lead for JACOBS will attend up to twelve teleconference meetings (1-hour meetings) to review the development of the Test Plan with the City, quarterly data reviews, DO modeling approach, DO modeling results, review Draft DO Sag Analysis Report, review draft antidegradation analysis, plan for new ROWD, and discuss the Draft ROWD review by City and CVRWQCB.

City Involvement:

- Provide test data gathered during sampling and testing
- Provide reviews and input during project review meetings and to the draft deliverables listed under this task.
- Attend teleconference meetings (1-hour meetings) to review the development of the Test Plan with the City, quarterly data reviews, DO modeling approach, DO modeling results, review Draft DO Sag Analysis Report, review draft antidegradation analysis, plan for new ROWD, and review the Draft ROWD. Skype connections will be used to facilitate information sharing during teleconference meetings.
- Attend meetings with JACOBS and CVRWQCB at Sacramento office to discuss the DO Sag Analysis Test Plan and results (two meetings) and the development of the ROWD for the new outfall discharge (two meetings).

Assumptions:

- DO impact modeling will include Streeter-Phelps model and Monte Carlo model.
- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- Draft and final Test Plan for the Feather River DO Sag Analysis
- Draft and final Feather River DO Sag Analysis Report
- Draft and final ROWD

Task 1.10 – 30% Design Development, Predesign Report, Schedule, and Cost Estimate

The activities under this task will include:

- Develop a 30% Design Submittal including: plan and profile drawings, drawings index, and table of contents for technical specifications.
- Prepare a Class 3 construction cost estimate (-20% to +30%)
- Prepare a Draft Predesign Report for City review (and eventual submittal to CVRWQCB once finalized in 60% design phase). The report will include: project background, objectives and benefits; existing outfall conditions; river site physical characteristics and a summary of the sediment bed-form analyses; outfall design inputs and considerations (effluent flow and hydraulics, discharge dilutions, water quality standards compliance, structural requirements) and review of improvement options; and details of the selected outfall pipe and diffuser alternative (construction methods and materials, 30% design drawings, schedule, permitting, and construction cost estimate).
- Prepare updated project schedule.

City Involvement:

- Provide reviews and input during project review meetings and to the draft deliverables listed under this task.
- Attend teleconference meetings (1-hour meetings) to review the development of the outfall pipeline alternatives, hydraulics results, review of the 30% Design Submittal, and review of the Draft Predesign Report. Skype connections will be used to facilitate information sharing during teleconference meetings.

Assumptions:

- Development of civil, structural, and hydraulic design for the new outfall pipeline and diffuser will be limited by the available information on the existing outfall pipeline condition and information developed on the Feather River outfall route and diffuser site.
- 30% Design development of civil, structural, and hydraulic design of the outfall pipeline and diffuser will focus on the one alternative selected by the City.
- The Draft Predesign Report will incorporate the River Bed-form and Sediment Transport Evaluation TM and the Diffuser Design and Modeling Report, and other TMs associated with design development as described in Task 1. If the City elects to not have JACOBS perform the River Bedform and Sediment Transport Evaluation that includes hydrodynamic and sediment transport evaluations for a range of river flows and stages, then the City will be accepting added risk and uncertainty in the diffuser design life because the design will not have input on potential changes and trends in river bedform elevations at the diffuser site.
- This task does not include development of WWTF effluent pump station, flow metering or yard piping modifications. Modifications for these facilities are described in optional Task 12.
- All deliverables will be provided to the City in an electronic file format and limited hard copies can be provided to the City on request.

Deliverables:

- Draft Predesign Report with Class 3 Construction cost estimate
- 30% Design Submittal

Task 1.11 – Predesign Meetings and Workshop

- Conduct three (3) Predesign teleconference meetings (3-hour meetings) with the City to review predesign inputs and development, and to establish design criteria.
- Conduct an Outfall and Diffuser Project Predesign Workshop with the City to review alternative concepts for outfall pipeline designs, pumping scenarios and approaches, diffuser design configurations, constructability, and permitting considerations.

City Involvement:

- Attend three (3) teleconference meetings (3-hour meetings) to review the development of the outfall and diffuser design development. Skype connections will be used to facilitate information sharing during teleconference meetings.
- Attend Outfall and Diffuser Project Predesign Workshop at the WWTF.
- Provide reviews and input during project review meetings and to meeting notes.

Assumptions:

- All deliverables will be provided to the City in an electronic file format and limited hard copies can be provided on request.

Deliverables:

- Agendas and meeting minutes from project meetings and the Predesign Workshop.

Task 1.12 – Surveying and Mapping

- Field survey operations will commence by locating the centerline of the proposed design alignment on the ground to establish stationing and extend primary and secondary survey control monuments along the alignment. All control surveys will be conducted utilizing a combination of Global Positioning System (GPS) technology and conventional survey methods. The method used to capture the point data will be controlled by the accuracy specifications required by the project specifications. Permanent control monuments will be established outside the project limits for later use with supplemental topographic and construction surveys.
- Conduct the topographic survey at 100-foot intervals over a 100- foot width along the alignment from the northerly project limit extending south and crossing the west levee of the Feather River to the west bank.
- Captured point data from initial control surveys will be immediately evaluated and post processed to conform to the project accuracy standards. The processed control data shall be adjusted and calibrated to the most current documentation of NAD83 and NAVD88 by the National Geodetic Survey. All point data captured for the topographic mapping will be post processed and exported in an ASCII format and imported into an electronic drawing file to initiate the development of the final base mapping.
- The topographic survey for the project shall capture all surface data within the 100-foot strip along the alignment and/ or outside the project area as directed. The survey work will identify all information requested by the engineering design team including but not limited to surface features, existing utilities, geotechnical borings, potholes, trees larger than 6 inches in diameter and tree species, ground profile, critical points of connection and features creating design constraints. The base mapping will include the line work of existing surface improvements, property lines where practical, underground utilities of record or from "as built" documents and the preparation of a digital terrain model (DTM) using the post processed point data from the topographic surveys. Break lines of the DTM will be determined based on the collected survey data and field notes identifying accurate physical conditions in the field. Surface modeling is proposed to develop minor contours at one foot (1') and major contours at five feet (5') utilizing the triangular irregular network (TIN) lines developed through the software Autodesk Civil 3D with AutoCAD 2017. The base mapping shall be refined as necessary to conform to the requirements of the engineering design team.

Assumptions:

- All survey work is proposed to be based upon the North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88) calibrated to local control monuments established and documented by the National Geodetic Survey.
- Length of alignment to mapped is assumed to be not more than 10,000 feet.

Deliverables:

- Topographic Survey
- Digital Terrain Model (DTM)

Task 1.13 – Utility Investigations

1.13.a – Utility Investigation

- Conduct an existing utility investigation by contacting utility owners in the project area and prepare a list of providers. The list will include names of providers, responsible contacts, addresses, phone numbers, and email addresses for each.
- Prepare and send letter and exhibit showing project area to utility owners requesting utility record drawings for existing and proposed future utilities. Letter will request any procedures or design requirements for relocating or crossing utilities.
- Collect and organize record drawing maps provided by utility owners and maintain a list of information obtained by the providers.
- Perform field reconnaissance and verification of received utility information and to identify utilities that information was not received for or privately-owned utilities.

1.13.b – Potholing

- After selection of a preferred pipeline alignment, prepare a list of recommended potholing locations. List of potholing locations will be accompanied with an aerial map that defines visually the location of the desired potholing.
- Contract with a competent subcontractor to pothole utilities. Field generated pothole site maps will be developed as part of the field work which will document depth and dimensions to the potholed utility.

City Involvement:

- Provide record drawings for all City utilities in the project location.

Assumptions:

- Up to 8 potholes will be required through final design.
- Surveying for the exposed utilities is provided in Task 1.13.
- All necessary permits will be acquired by potholing subcontractor.

Deliverables:

- Utility provider contact list (agency, name, phone number, etc.)

Task 2. Right of Way Acquisition

Task 2.1 – Survey Support for Right of Way Acquisition

Survey Support for Right of Way Acquisition will be provided by MHM. The following subtasks are included:

2.1.a Boundary Surveys (includes research and boundary resolution)

1. Research:
    - Once the design alignment has been selected and the required construction easements and permanent right of way limits are defined the initial survey work for this task shall commence with examination of written evidence through records research necessary to identify the described location of the properties underlying the selected alignment. The research will include public record of subdivision maps, parcel maps, records of survey, corner records, right of way documents, miscellaneous maps as well as all available private records sufficient to identify the affected boundaries with reasonable certainty.

2. Reconnaissance and Field Surveys:
   - Coordinate surveying services with the project right of way agent to prepare the initial documents for property appraisal and acquisition negotiation.
   - Search and recover survey monuments identified through the project research to locate the proposed easement and right of way positions on the ground during the negotiation process.
3. Survey Documents
   - Prepare survey documents in coordination with the project right of way agent and include a legal description and exhibit plat identifying the right of way and easements required for each affected property. Modifications to the easement and right of way documents will be provided throughout the right of way acquisition process.

File a Record of Survey to document the right of way acquisition to conform to Section 8762 of the California Professional Land Surveyors Act.

- Provide ROW support during acquisition of easement or right-of-entry required for this project. An APN list of the 6 parcels needed for the project are included below. It is anticipated that the project will require right-of-way in form of easements from the following parcels:
  - Netherby REV 04 Trust ETAL (23-110-007)
  - Surjeet Takhar (23-040-014)
  - Surjeet Takhar (23-040-018)
  - Red Hawk Farms LLC (23-110-003)
  - George R McFeely ETAL (23-040-019)
  - Levee District No. 1 of Sutter County (23-040-020)

Assumptions:

- Initial right of way and easement locations will be revised once during the acquisition process due to potential property negotiation, design changes, or the eminent domain process.

Deliverables:

- Field data Boundary Survey and Resolution
- Record of Survey

2.1.b Right-of-Entry Agreement from Existing Landowners

- Obtain right-of-entries from six (6) landowners to perform design, environmental, and right-of-way surveys. Initial contact the landowners will be made with the use of standard forms followed by a site visit with the landowners to explain the project and the purpose of the survey.
- Communicate and coordinate all contact with the Right-of-Way Agent to meet the spirit of Section 846.5 (a) of the Civil Code of California which grants licensed land surveyors the right of trespass.

2.1.c Preparation of Plats and Descriptions

- Prepare survey documents in coordination with the project right-of-way agent and include a legal description and exhibit plat identifying the right-of-way and easements required for each affected property.
- Include the recently acquired SBFCA easements and Fee Title on the exhibits. Some of these transactions are still pending so will work with SBFCA to acknowledge the future transactions. It has been our experience that initial right of way and easement locations are revised at least once during the acquisition process due to property negotiation, design issues or the eminent domain process.

MHM is prepared to accommodate the modifications to the easement and right of way documents throughout the right of way acquisition process.

2.1.d Field Location of Proposed Easement Areas

- Work with the Right-of-Way Agent to perform "show me" staking along the proposed right-way limits. The "show me" stakes will be placed every 100 to 200 feet so the property owner can visually see the impact of the proposed easement.

2.2.e Preliminary Title Reports

- Obtain Preliminary Title Reports from Old Republic Title Company or First American Title Company. The Preliminary Title Reports will be used to perform the research on existing easements, boundary, ownership, and other potential restrictions. It is anticipated that the project will require Preliminary Title Reports on the following parcels:
  - Netherby REV 04 Trust ETAL (23-110-007)
  - Surjeet Takhar (23-040-014)
  - Surjeet Takhar (23-040-018)
  - Red Hawk Farms LLC (23-110-003)
  - George R McFeely ETAL (23-040-019)
  - Levee District No. 1 of Sutter County (23-040-020)

Deliverables:

- Survey Right of Entry
- Plats and Descriptions for six (6) parcels
- Preparation of Easement Acquisition Figures for six (6) parcels
- One set of "show me" staking for up to six (6) parcels
- Preliminary Title Reports

Task 2.2 – Appraisal and Acquisition Services

Appraisal and Acquisition Services will be provided by Bender Rosenthal and are described as follows.

2.2.a Valuation Services

- Develop complete appraisals for the City that state the estimated fair market value of the interests to be acquired from each referenced property.
- Prepare summary appraisal reports in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Assumptions:

- The Code of Federal Regulations [49 CFRs 24.102 (c) 2] provides that an appraisal is not required for parcels estimated at $10,000 or less. Use of this method assumes the valuation problem is uncomplicated and the fair market value is estimated at $10,000 or less based on a review of available data. The $10,000 amount includes severance damages but excludes any insignificant construction contract work. The "Waiver Valuation" is not an appraisal and is to be used merely for documentation in support of the estimated compensation to be paid to the property owner. Criteria considered in making the determination as to "uncomplicated" valuations included:
  - There is no serious question as to the highest and best use;
  - There is adequate market data available;
  - There are no substantial damages and benefits involved;

  - All interests in parcels are estimated to be valued at less than $10,000; and
  - There is no substantial decrease in market value due to the presence of hazardous material/ waste.
- Waiver Valuations cannot be used to condemn. Should court action be determined necessary, an Appraisal Report will be required, resulting in the additional work not included in this SOW.
- For the purposed of this SOW, it is assumed that 6 appraisals will be completed.
- In the event the major improvements are located on the remainder and not subject to potential severance damages, the appraiser may elect not to value these improvements. This is assumed to be the case for most of the properties affected by this project. If it is later determined that the improvements are affected, additional SOW and budget will be required.
- Ultimately, the fair market value opinions and conclusions within the appraisal report will be used as the basis for the City to establish the offer of just compensation as required by law.
- This scope specifically excludes any goodwill appraisals, dual appraisals, furniture/fixture/equipment appraisals, and detailed construction cost estimates for site reconfiguration or building reconstruction.
- Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the Client. Preliminary Title reports are not included in this SOW.
- Some of the items that may affect the appraisal process include:
  - Complexity of the valuation;
  - Impact of the interests to be acquired (e.g. Temporary Construction Easements, Public Utility easements, or Fee Acquisitions).
  - Damage Analysis (Severance Damage, Cost to Cure, etc.)
- No residential or business relocation is involved.
- Full documentation to Federal and State standards for all tasks.
- No expert witness testimony is anticipated.
- No Coordination with State or Federal RW departments, other than listed in scope.
- Notice of Decision to Appraise letters will be sent within 5 days of task authorization.
- No significant severance damages are anticipated.

Deliverables:

- One electronic copy of each Appraisal Report; hard copy to be provided if requested – up to 6

2.2.b Appraisal Review

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal.

Deliverables:

- Review certification appraisal reports – up to 6.

2.2.c Acquisition Services

- Develop all contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following our client's processes.
- Prepare the offer letter based on the "Just Compensation" value determined by the County staff.
- Meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements.
- Contact each property owner at least six (6) times within the first 60 days of approval to proceed.
- Meet with each owner at least one time in person and may make additional contacts by phone, e-mail or through the postal service.
- Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

  1. Review the project concept and design with staff and other consultants.
  2. Review appraisals, title reports, maps and descriptions of the required parcels.
  3. Conduct field review of the project area.
  4. Prepare purchase agreements contracts and other acquisition documents.
  5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
  6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after impasse has been reached. To reach impasse:

     A. Go through the *acquisition steps* outlined; plus

     B. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus

     C. Respond to property owner inquiries verbally and in writing within two business days.
  7. Deliver signed purchase agreement and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
  8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
  9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
  10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the appraisal.
  11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
  12. BRI will prepare escrow instructions for Title to clear exceptions as needed
- The following items are excluded from this SOW but can be added using Contingency upon the City's authorization:

  - Obtaining tenant consent/releases or quit claim deeds
  - Providing support for Resolutions of Necessity and/or condemnation activities

- Continued negotiations with property owners after the RON is obtained

Deliverables:

- Signed Purchase Agreements and Permanent Easement or Temporary Construction Easement Deeds from up to 6 parcels

2.2.d Escrow Services

- To facilitate the closing of the various property acquisition transactions, the project will need escrow and title support. The exact scope for this task cannot be exactly estimated, therefore an allowance of $3,900 is included.
- Activities which may be necessary as part of this task include:
  - Review existing easements and permits. Prepare escrow instructions to clear title exceptions as necessary.
  - Review legal descriptions and plats for the project.
  - Title Company to draft consent to easement, and/or subordination agreement. Title Company to follow through with appropriate lenders, beneficiaries and trustees.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed easement deed and purchase agreement to City for acceptance.
- Receive approved fully executed purchase agreement from the City. Forward approved executed copy to property owner.
- Review the Final Policy of Title to assure that all Title has cleared all exceptions indicated in the escrow instructions. Coordinate escrow closings.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and City)
- Prepare transmittal and forward closed files to the City's Project Manager.
- Does <u>not</u> include research and securing owner's Trust Certificates and Statement of Identities.

Deliverables:

- Facilitate Title and Escrow support as outlined above for up to 6 parcels.

Task 3. Design

Task 3.1 – Prepare 60% Design Documents

The purpose of this task is to develop draft contract drawings, specifications, and cost estimate for City review. Key activities during this phase are described below.

3.1a 60% Design Plans and Specifications

- Develop a 60% Design of the selected alternative during the 30% design development phase. The 60% submittal will include plan and profile drawings, details drawings, updated drawings index, and table of content with first draft of technical specifications.
- 60% Design Submittal will consist of 64 sheets that will include the following sheets as described in the Preliminary Drawing List included in **Appendix A**:
  - 12 General Sheets (cover sheet, lists of drawings, general notes, abbreviations, 5 legend sheets, a key plan and Survey control, hydraulic profile, and construction access).

  - 8 Plan and Profile sheets
  - 12 Civil Sheets (8 Levee crossing design sheets, 2 pipeline cross section sheets, 1 river restoration plan, 1 bifurcation vault detail)
  - 5 Structural/Mechanical Sheets
  - 2 Electrical sheets
  - 3 I&C Sheets
  - 8 Traffic Control Plans
  - 6 Standard Details sheets
  - 8 Contingency sheets
- Control Narrative for the new bifurcation valve vault

City Involvement:

- Review draft documents and comment.
- Attend three 1.5-hour teleconference meetings to review and discuss 60% design development, construction approaches.

Assumptions:

- This task does not include development of WWTF effluent pump station, flow metering or yard piping modifications. Modifications for these facilities are described in optional Task 12.
- All deliverables will be provided to the City in PDF file format and 5 hard copies will be provided.

Deliverables:

- 60% Design Submittal with 11 x 17 Drawings and Specifications
- Updated Design TMs

3.1b Technical Workshops – 60% Design

- Following completion of the Predesign Report and 30% Design Drawing deliverables, conduct a Value Engineering workshop. JACOBS will contract with one construction consultant with marine construction experience to perform a value engineering review on the completed 30 percent design drawings. The workshop will solicit input on project design concepts, materials of construction, general construction methods available to construct the project, as well as potential cost or schedule considerations. JACOBS will review the value engineering comments with the City and determine which comments, if any, should be incorporated into the 60% design.
- During this phase, one Technical Workshop will be facilitated with City staff to review the development of the design and work products. Workshop materials will be developed based on the technical work being conducted, and presented to the City in a workshop.

City Involvement:

- Attend 60% Design Workshops.

Assumptions

- For the 60% design phase, assume one 4-hour workshop with design leads at WWTF to review the progress of the work, make decisions, and provide direction.
- Travel time and expenses for staff from other offices in included.

Deliverables

- Draft and Final Agendas for Value Engineering workshops
- Meeting notes from Value Engineering workshops
- Agenda and meeting materials in advance of the workshops.
- Draft and final minutes from the 60% workshop, distributed to attendees for comment.

3.1c Quality Management – 60% Design

- As part of each design phase, Jacobs will implement the Quality Management Plan developed in Task 10 Project Management. Quality Assurance (QA) activities will be managed for all discipline Quality Control (QC) review activities with the senior reviewers. Formal QC review will be performed before the City's review of the deliverables.
- JACOBS will perform a constructability review on the completed 60% design package. The constructability review will focus on project element sequencing, schedule considerations, construction document coordination, and general construction methods available to construct the project; and will suggest potential changes or improvements to the project design. The constructability review will also review the 60% design for items identified during the Value Engineering workshops.

Assumptions

- Quality review documentation will demonstrate that the quality review process is complete and review comments are acceptably addressed as a component of the overall records management system.
- The City will consolidate the City staff review comments into one comprehensive package before submitting review comments. Comments will be sent within 2 to 3 weeks of receiving the deliverable.
- This task does not include development of WWTF effluent pump station, flow metering or yard piping modifications. Modifications for these facilities are described in optional Task 12.
- Consultant's responses to the City's consolidated review comments will be returned to the City for their records.

Deliverables

- Responses to City comments to document quality review comments.
- Review-related correspondence with City staff and other external agencies or entities.

3.1d 60% Class 2 Cost Estimate

- Provide construction cost estimate in sufficient detail to provide the expected accuracy range of an AACE International Class 2 cost estimate: -15% to +20%.

Deliverables

- Class 2 cost estimate

City Involvement:

- Review Cost Estimate and provide comments

Task 3.2 – Prepare 90% Design Documents

The purpose of this task is to develop updated draft contract drawings, specifications, and cost estimate for City review based on the 60% draft documents and City review comments. Key activities during this phase are described below.

3.2a 90% Design Plans and Specifications

- Develop a 90% Design Submittal including: plan and profile drawings, details drawings, updated drawings index, and technical specifications.
- The 90% Design will include incorporating 60% design review comments while updating and further developing the 60% design drawings:
  - General Sheets including general notes, legend sheets, key plan and survey control, hydraulic profile, and overall site plan with final location of structures, staging, storage, and construction access.
  - Revised Plan and Profile sheets
  - Updated Civil Sheets with levee crossing design, pipeline cross sections as well as river restoration, bifurcation vault details, and vandalism mitigation measures.
  - Structural and Mechanical plans, sections, and details coordinated with other design disciplines with final location of major equipment, piping, and appurtenances.
  - Revised Electrical and I&C sheets
  - Updated Traffic Control Plans
  - 90% Details including trench sections, outfall and diffuser design and other civil details.
- Updated specifications incorporating comments from the 60% submittal review and reflecting full coordination with drawings. Include final construction sequence, milestones and constraints, measurement and payment, and proposed bid form.
- Loop specifications for the valve vault will be included in the technical specifications based on the Control Narrative prepared during the 60% design.
- Responses to 60% City design review comments will be prepared and transmitted to the City prior to significant work on 90% submittal.

City Involvement:

- Review 90% drawings and specifications and provide comments. Division 0 and 1 specifications will be provided by the City and included in the 90% submittal.
- Attend two 1.5-hour teleconference meetings to review and discuss 90% design development. Skype connections between JACOBS and THE CITY will be used to facilitate information sharing during teleconference meetings.

Assumptions

- PLC programming and modification of the City's SCADA to include effluent pump modifications, new bifurcation valve vault, and vacuum-assisted siphon system (if feasible) will be completed by the City's integrator.
- 90% Design submittal assumes preparation of 64 sheets in the drawing package
- Clarifications and changes to the design submittal documents will be provided as required to address plan review comments from the City.
- Design submittal documents will incorporate and consolidate all changes made during the permit review.
- This task does not include development of WWTF effluent pump station, flow metering or yard piping modifications. Modifications for these facilities are described in optional Task 12.

- All deliverables will be provided in PDF file format and 5 hard copies will be provided to the City

Deliverables

- 90% Design Submittal with 11 x 17 Drawings and Specifications.
- Draft PG&E power service application

3.2b Technical Workshops – 90% Design

- During this phase, one Technical Workshop will be facilitated with City staff to review the development of the design and work products. Workshop materials will be developed based on the technical work being conducted, and presented to the City in a workshop.
- In addition to the workshop with the City described above, the design team will conduct one full-day workshops at the end of design development to review work products associated with that phase of the work.

City Involvement:

- Attend 90% Design Workshops

Assumptions:

- For the 90% design phase, assume two 4-hour workshops with design leads at WWTP location to review the progress of the work, make decisions, and provide direction.
- Travel time and expenses for staff from other offices in included.

Deliverables

- Agenda and meeting materials in advance of the workshops.
- Draft meeting minutes from the workshops, distributed to attendees for comment.

3.2c Quality Management – 90% Design

- QA activities will continue to be conducted during the 90% design phase and will be managed for all discipline QC review activities with the senior reviewers. Formal QC review will be performed before the City's review of the deliverables.

Assumptions

- Quality review documentation will demonstrate that the quality review process is complete and review comments are acceptably addressed as a component of the overall records management system.
- The City will consolidate the City staff review comments into one comprehensive package before submitting review comments. Comments will be sent within 2 to 3 weeks of receiving the deliverable.
- Consultant's responses to the City's consolidated review comments will be returned to the City for their records.

Deliverables

- Responses to City comments to document quality review comments.
- Review-related correspondence with City staff and other external agencies or entities.

3.2d 90% Class 1 Cost Estimate

- Provide construction cost estimate in sufficient detail to provide the expected accuracy range of an AACE International Class 1 cost estimate: -10% to +15%.

Deliverables

- Class 1 cost estimate.

City Involvement:

- Review Cost Estimate and provide comments

Task 3.3 – Prepare 100% Design Documents

The purpose of this task is to develop updated draft contract drawings, specifications, and cost estimate for City review based on the 90% draft documents and City review comments. After the 100% deliverable has been reviewed, final Bid Documents will be prepared as part of Task 5. Key activities during this phase are described below.

3.3a Final Contract Document Completion

- Prepare 100% construction drawings.
- Prepare 100% technical specifications.
- Prepare 100% design documentation.
- Complete 100% checking and coordination review.

City Involvement:

- Review 100% drawings and specifications and provide comments
- Attend two 1.5-hour teleconference meetings to review and discuss 90% design development. Skype connections between JACOBS and THE CITY will be used to facilitate information sharing during teleconference meetings.

Assumptions:

- 100% Design submittal assumes preparation of 64 sheets in the drawing package
- Clarifications and changes to the design submittal documents will be provided as required to address plan review comments from the City.
- Design submittal documents will incorporate and consolidate all changes made during the permit review.
- All deliverables will be provided in PDF file format and 5 hard copies will be provided to the City

Deliverables:

- 100% Design Submittal with 11 x 17 Drawings and Specifications

3.3b Quality Management – 100% Design

- As part of each the Final design phase, QA activities will be conducted for all disciplines activities with the senior reviewers. Formal final QC reviews by the Consulting team will be performed before the preparation of the final drawings and specifications.

Assumptions

- Quality review documentation will demonstrate that the quality review process is complete and review comments are acceptably addressed as a component of the overall records management system.
- The City will consolidate the City staff review comments into one comprehensive package before submitting review comments. Comments will be sent within 2 weeks of receiving the deliverable.
- Consultant's responses to the City's consolidated review comments will be returned to the City for their records.

Deliverables

- Responses to City comments to document quality review comments.
- Review-related correspondence with City staff and other external agencies or entities.

3.3c Final (100%) Cost Estimate

- Provide final revised construction cost estimate to reflect Engineer's Estimate of final drawings and to include final modifications to design and City's 100% comments on previous cost estimate.

Deliverables

- Final revised Class 1 cost estimate.

Task 4. Environmental Services and Permitting

Task 4.1 – California Environmental Quality Act

4.1.a Data Collection and Outreach

- Compile project description information sufficient for a CEQA Initial Study, including project features (including GIS-based exhibits), likely construction methods, and construction schedule.
- Conduct the following database searches:
  - California Historical Resources Information System (Northeast Information Center).
  - Native American Heritage Commission Sacred Lands Database and Native American Tribes list
  - Special-Status Species databases maintained by the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Native Plant Society
  - California Natural Diversity Database
  - Known hazardous materials sites recorded on Geotracker and Envirostor
- Conduct the following field data collection tasks:
  - Pedestrian archaeological survey (requires coordination on access to private properties)
  - Test pit excavations along pipeline alignment for potential Native American archaeological sites can be authorized as part of Task 12 Supplemental Services.
  - Reconnaissance-level biological surveys to review potential for special status species (e.g., nesting raptors or yellow-billed cuckoos) and record species observed
  - Stem counts of affected elderberry shrubs within 200 feet of pipeline alignment
- Conduct the following outreach activities:
  - Write information letters to and telephone representatives of potentially affected Native American tribes
  - Coordinate preliminary meeting with City representatives, design team, and the United Auburn Indian Community
  - Coordinate one follow-up meeting with the United Auburn Indian Community (if needed)
  - Prepare draft letters documenting consultation with Native American Tribes consistent with AB 52 requirements
- Coordinate with geotechnical and bathymetric survey teams to ensure data collection on Feather River conditions as potential fish habitat

4.1.b Initial Study and Mitigated Negative Declaration

1. Contents of Initial Study and Mitigated Negative Declaration
   - Compile the information collected in Task 4.1.a into the CEQA Appendix G Initial Study template
   - Prepare remainder of Initial Study analysis information – i.e., minor resources not discussed in Section 4.1.a
   - Editing, QA/QC, and other polishing of the Initial Study including preparation of reference library and administrative record
   - Prepare one Administrative Draft for review by Public Works staff and other City departments following normal City review procedures
   - Prepare on Screencheck Draft for review by Public Works
   - Prepare Mitigated Negative Declaration following preferred City template
   - Prepare public review Initial Study and (Draft) Negative Declaration for a 30-day public and agency review period, including up to 40 hard copies (including 15 hard copies to be filed with the State Clearinghouse)
   - Prepare Mitigation Monitoring and Reporting Plan following preferred City template
2. Processes for IS/MND Adoption
   - Prepare Notice of Availability, and lead the effort to advertise using the following methods:
     - Mailing to property owners and residents with APNs along the project footprint, using information compiled in Task 2 by Bender Rosenthal
     - Mailing to a small stakeholder list (e.g., United Auburn Indian Community, Levee District 1)
   - Respond to comments on the Initial Study, prepare addenda material (if needed), and support City processes to prepare a Staff Report for City Council adoption
   - Attend up to one City Council meeting to help support adoption process
   - File a Notice of Determination with the County Clerk and State Clearinghouse, including payment of "Fish and Game" fees (check for fees to be provided by the City)

Task 4.2 – In Water Permits

1. Corps of Engineers Permit Stack
   - Prepare Pre-Construction Notification for Nationwide Permit 7 (encompassing Section 10 of the Rivers and Harbors Act) of 1899, using standard Sacramento District format
     - Prepare a biological resources information packet to support USACE Section 7 Consultation with NMFS
     - Prepare a biological resources information packet to support USACE Section 7 Consultation with USFWS
     - Prepare a cultural resources information packet to support USACE Section 106 Consultation with SHPO
   - Prepare Section 401 Water Quality Certification application, using standard Central Valley RWQCB format [Fee payment required]
2. California Department of Fish and Wildlife Streambed Alteration Agreement

- Prepare application for Streambed Alteration Agreement (encompassing Section 2081 of the California Endangered Species Act), using standard CDFW application forms. Permit Fee payment will be required, and will be paid separately by the City.

3. State Lands Commission Land Use Lease
   - Prepare application for Land Use Lease, using standard SLC application forms. Permit fee payment will be required, and will be paid separately by the City.

Task 4.3 – Levee Permit

The Levee permit application will be prepared and coordinated by MHM. The following activities will be performed for this task.

- Apply for a CVFPB Encroachment Permit from Central Valley Flood Protection Board.
- Work with Levee District No. 1 of Sutter County and Reclamation District No. 784 to obtain endorsements.
- Prepare the application in accordance with the procedure developed for the West Feather River Project. The application will include the standard application, Environmental Questionnaire, LMA endorsements, APN Map, Surrounding Parcels, USACE Transmittal, Drawing Sheet (will need at least 60% design), and vicinity map, location map, and footprint map.
- Coordinate with design team to get information required for the application.
- Attend and coordinate meetings with CVFPB, USACE, and DWR to facilitate the encroachment process. A complete certified environmental document and at least 60% plans are critical to the process.

Task 4.4 Other Permits

1. Geotechnical Borings
   - Jacobs will prepare a CEQA Notice of Exemption for in-water exploratory borings (CEQA Class 6 Categorical Exemption), and will file the NOE with the Sutter County Clerk and State Clearinghouse.
   - Permits will be required for geotechnical investigations that include in-water borings.
     - USACE Nationwide Permit 6. Prepare technical information supporting use of NWP 6, Survey Activities. A pre-construction notification is not required, but potential impacts (e.g., to adult steelhead migration) must be avoided.
     - RWQCB Water Quality Certification has been issued for NWP 6 – no further action is required.
     - CDFW Streambed Alteration Agreement. Prepare application for Streambed Alteration Agreement (encompassing Section 2081 of the California Endangered Species Act), using standard CDFW application forms. Permit Fee payment will be required, and will be paid separately by the City.
     - SLC Geological/Geophysical Survey Permit. Prepare application for Geological/Geophysical Survey Permit, using standard SLC application forms. Permit Fee payment will be required, and will be paid separately by the City.
2. Other Permits
   - No other discretionary, environmental permits have been identified. However, an allowance for construction permit support is provided for the following permits:

- US Coast Guard
- Sutter County Encroachment Permit (for the portion of Garden Highway in the County)
- Yuba City Encroachment Permit (for the portion of Garden Highway in the City limits)
- Sutter County and Yuba City Tree Permits

Task 4 City Involvement:

- City will prepare a Notice of Exemption for in-water exploratory borings (CEQA Class 6 Categorical Exemption)
- Public Works will coordinate internal review of the Administrative Draft documents, including review by Planning and (if necessary) City Attorney's Office
- Public Works will complete internal check request process for required "Fish and Game" fees, due at Notice of Determination filing
- Completion of CEQA process is at filing of the Notice of Determination, indicating official approval of the project. The City will determine the appropriate City Council action that indicates project "approval" (e.g., Resolution).

Task 4 Assumptions:

- The permitting and design team will provide QA/QC review of levee permitting documents and processes described in this task.
- Project description will be limited to one pipeline alignment for detailed consideration
- Project description assumes that the existing outfall/diffuser would be abandoned in place (no separate in-water construction project)
- Construction vehicle emissions will be less than the CEQA significance thresholds adopted by the Feather River Air Quality Management District. Exceeding the thresholds would require an EIR, which is not included as part of this Task. If an IS/MND is not sufficient, additional SOW is described in Supplemental Services Task 12.
- Meeting participation will be limited to three meetings at 4 hours each with USACE/DWR/CVFPB
- No Phase 1 Environmental Site Assessment (ESA) will be required.
- It is assumed that a Low Threat Discharge Permit will not be required from the RWQCB for outfall pipeline construction or diffuser construction

Task 4 Deliverables:

- Administrative Draft Initial Study
- Screencheck Draft Initial Study
- Mitigated Negative Declaration
- Mitigation Monitoring and Reporting Plan
- Public Review Draft Initial Study and Mitigated Negative Declaration
- Notice of Availability
- Responses to Comments and (if needed) addenda material to update Initial Study
- USACE, RWQCB, CDFW, SLC, and CVFPB draft and final (for submittal) applications

Task 5. Bid Services

Task 5.1 – Contractor Prequalification

Prepare prequalifying criteria and identify prequalified construction contractors for work within the existing levee and river channel. JACOBS will work with the City to identify potential contractors and will request a list of three to five recent projects with similar levee and in-river work that the contractors completed and a list of proposed equipment that will be used for this work from the identified contractors. The contractor pre-qualification process will include the following activities:

- Develop a list of contractors to be invited to complete a pre-qualification process
- Develop criteria for pre-qualification (in conjunction with City staff) and produce a draft and final Request for Qualifications (RFQs)
- Distribute the RFQ to previously identified contractors
- Review contractor Statements of Qualifications (SOQs), and provide a TM evaluating the contractor SOQs and recommending a list of pre-qualified contractors
- Conduct interviews with short-listed contractors if necessary

City Involvement:

- Review and approve JACOBS recommended contractor prequalification criteria
- Approve recommended list of prequalified contractors

Assumptions:

- Request for Qualifications will be a written description of the proposed work and experience requirements, and will not include any drawings.
- Interviews with up to five contractors (if necessary) at the City's WWTF, including two JACOBS staff and one MHM staff for up to three hours

Deliverables:

- Draft and Final Request for Qualifications
- Contractor SOQ evaluation technical memorandum

Task 5.2 – Prepare Bid Documents

- Prepare Bid Documents including final design drawings and specifications and provide to private bidding services company for project advertisement and distribution of Bid Documents.

Assumptions:

- No full-size drawings (bond or mylars) are included. City will contract with reproduction company for production of full-size drawings.

Deliverables:

- Final 11 x 17 drawings: 5 printed copies and electronic copy in PDF format.
- Final specifications and design details (8 1/2 x 11 format): 5 printed copies and electronic copy in PDF format.
- Sealed project plans, specifications, calculations, and other reports.
- AutoCAD files of design drawings and survey data.

Task 5.3 – Contract Advertise and Award

- Attend and facilitate one pre-bid conference.
- Prepare addenda as required by bidder questions.
- Attend bid opening, compile contractor bid results into a matrix for review and evaluation of contractor bids. Verify status of apparent low bidder's contractor license and check performance on several recent projects. Prepare a recommendation of award and transmit to the City.

Task 5.4 – Prepare Conformed Documents

- Prepare Conformed for Construction Documents that incorporate clarifications and changes made by addenda.

City Involvement:

- Identify preferred bidding services company.
- Pay all bid advertising costs directly to the bidding services company.
- Provide location for pre-bid conference.
- Attendance of pre-bid conference by City PM.

Assumptions:

- No hard copies of project documents are required, all documents will be transmitted in electronic format.
- City will receive questions from contractors and forward to JACOBS as needed.
- Up to 2 addenda with up to 3 updated drawings each will be required.
- Addenda will be transmitted to bidding services company for distribution to plan holders.
- Final addenda will be issued a minimum of 5 working days before bid opening.
- Conformed for Construction Documents will include fully executed bid forms, insurance certificates, bid and performance bonds, addenda, and contract for the low bidder.
- Construction contract will be successfully awarded with one advertisement and bid opening.

Deliverables:

- Final Bid Documents drawings (half- and full-size) and Specifications in PDF form will be provided by email or file sharing service.
- Pre-Bid agenda and meeting minutes.
- Addenda as required.
- Letter recommendation of award.
- Conformed for Construction Documents drawings (half- and full-size) and Specifications in PDF form will be provided by email or file sharing service.
- Native files for conformed drawings will be provided in AutoCAD format on DVD. City to indicate what version of AutoCAD is desired at time of delivery.

Task 6. Services During Construction

Task 6.1 – Office Services During Construction

6.1.a Meetings and Site Visits

- Attend and facilitate preconstruction meeting with Project Manager and discipline leads with City Project Manager; including preparation of agenda and meeting minutes.
- Attend regular construction progress meetings.
- Provide periodic environmental monitoring by biologist.

City Involvement:

- Attendance at preconstruction and construction progress meetings.

Assumptions:

- OSDCs are based on the construction period of 9 months.
- One preconstruction meeting and bi-weekly construction coordination meetings for duration of assumed construction period.
- Up to 80 hours will be required for environmental monitoring site visits (could include both periodic biological and periodic archeological monitoring)

Deliverables:

- Preconstruction meeting agenda and minutes.

6.1.b Submittals

- Review all shop drawings, testing plans, samples and submittals for general conformance with the design concept and general compliance with the requirements of the contract for construction.

Assumptions:

- Maximum of two submissions (original and one re-submittal) by Contractor for each shop drawing, sample, or submittal.
- Construction Manager will log and track submittals.
- Up to 85 submittals will be reviewed (total includes re-submittals), each requiring an average of about 5 hours of review and processing time.

6.1.c RFIs

- Review and respond to the Contractor's requests for information (RFI) or clarification of the contract documents. Response will be coordinated with the design team, City and Construction Manager as appropriate.

RFI responses will identify whether response will have a low, medium, high, or no cost impact, and whether there will be a schedule impact. **Assumptions:**

- Up to 70 RFI will be reviewed, each requiring an average of about 3 hours of review and processing time.

6.1.d Product Substitution Requests

- Review technical aspects of the Contractor's requests for substitution (RFSs) of materials, equipment, and specified procedures as well as proposed deviation from the contract requirements.
- Advise the City and Construction Manager as to the acceptability of proposed substitutions.

- Coordinate with City and Construction Manager and provide technical written responses to the Contractor's RFSs.

City Involvement:

- Review RFSs with JACOBS and Construction Manager.

Assumptions:

- Up to 10 RFSs will be reviewed, each requiring an average of about 5 hours of review and processing time.

6.1.e Record Drawings and Specifications

- Record drawings will be prepared based on contractor's field as-built drawings.
- Record drawings will not include revision numbers, clouds, or bold highlights.
- Record specifications will be prepared based on changes from RFI responses, design clarifications, or change orders.

City Involvement:

- Review and comment on draft record drawing and specification deliverable.

Assumptions:

- A single marked up set of drawings and specifications will be provided and prepared using the color code outlined in the contract documents.
- Draft Record Drawings and specifications will be submitted to City for review within 90 days after project final acceptance.
- Final Record Drawings and specifications will be submitted to City within 30 days of receipt of City's Draft Record Drawing review comments.

Deliverables:

- Draft Record Drawings (half-size) and Specifications in PDF form will be provided by email or file sharing service.
- Final Record Drawings (half- and full-size) in PDF and AutoCAD form and Specifications in PDF and MS Word form will be provided by email or file sharing service.

Task 7. Testing & Startup

Task 7.1 – Diffuser Performance Testing

Following the installation of the new outfall diffuser in the Feather River, an outfall dilution performance study will be planned and performed to measure the diffuser dilution performance, calibrate and validate dilution modeling, and document these field and modeling results in a report to the City and for submittal to the Central Valley RWQCB.

The specific objectives of the Outfall Dilution Performance Study will include:

1. Take site-specific field measurements of the outfall diffuser site under low river flow, and develop river flow and stage statistics for critical discharge conditions (seasonal low-flow conditions),
2. Field-measured dilutions and ambient currents to apply in dilution modeling for accurate modeling results for critical river flow conditions and effluent flows,

3. Define dilution credits for the new outfall diffuser under critical river and effluent flow conditions, as defined in the State Implementation Plan (SIP),
4. Determine mixing zone boundary distances based on field and modeling results, and
5. Develop summaries of study findings in a detailed study report

To meet these project objectives, the outfall mixing zone and dilution study will be performed to provide accurate and defensible field measurements of the outfall dilution performance and ambient river conditions in the mixing zone region, to provide reliable dilution modeling, to document the biological and human uses near the outfalls, and to document the selection of dilution ratios and mixing zone dimensions for the outfall.

A Study Plan will be developed to define the field measurements, quality assurance (QA) and quality control (QC) measures and requirements for the field studies and dilution modeling, and to align the study activities with the SIP requirements. This field and modeling study will be implemented by experienced personnel. This study will be conducted in accordance with the State of California SIP, and the specific requirements in the *Fourth Edition of the Water Quality Control Plan (Basin Plan) for the Sacramento River and San Joaquin River Basins*. It is assumed that the dilution credits and mixing zones developed through this performance study will be applied by the RWQCB in developing effluent limitations for pollutants regulated through water quality criteria and the California Toxics Rule (CTR) criteria. The study plan will be prepared to allow submittal to the RWQCB following completion of the outfall construction, so that approval is secured and the field tracer study can be conducted in September or October under low river flow conditions. Jacobs will conduct a field performance test of the new Yuba City WWTF outfall diffuser during low river flow conditions in either September or October following construction completion. The field study will be conducted during a five-day period using a team experienced with tracer studies, and following the Study Plan. The field study will include simultaneous measurements of ambient current velocities, water depth, and tracer dye during a period that corresponds with low river stage. Dye will be injected into the WWTF effluent and measured in the river during an 8-10-hour period. The focal points for in-stream dye measurements will be distances of 30, 50, 100, 200, 300, and 500 feet downstream from the diffuser.

Jacobs will provide all instruments for the study including current meters, SeaBird SBE-19 water quality instruments, fluorometers, dye injection and sample pumps, and Rhodamine WT tracer. A survey vessel with DGPS will be contracted to provide the work vessel for instrument installations, tracer sampling, and site-specific field measurements. The field study will include: setup and calibrate the tracer injection, fluorometer calibration and testing, installation and retrieval of instruments in the river, water column measurements of tracer, temperature, and conductivity during daylight hours, data download from instruments, and post-study instrument calibrations. The tracer study field data will be analyzed and summarized, and these data will be used for the dilution modeling and in the study report development.

Modeling will be used to predict wastewater dilutions and temperatures for the field-measured conditions (river flow during tracer study) and for the seasonal critical river flow conditions defined in the SIP. Dilutions and plume behavior will be predicted using the selected model (Visual Plumes or CORMIX2). Dilution modeling will be developed to represent the same conditions as the tracer study and seasonal critical river flow conditions defined in the SIP. The comparison of model-predicted versus field-measured dilutions will also be summarized in the report.

A draft and final diffuser performance study report will be prepared based on the results of the field tracer study, dilution modeling, and effluent and receiving water data. The report will summarize the results of the field data collections, diffuser dilution performance measurements, dilution modeling, and an assessment of the attainment of water quality standards. Water column measurements of tracer concentrations, temperatures, and current speeds will be summarized in graphical and tabular formats.

The dilution modeling will be summarized in the report and model input and output will be in report appendices. The existing effluent chemical concentration data and available background data will be used to calculate chemical concentrations in the receiving water at the edge of the defined mixing zone boundaries (reasonable potential analyses). The City will provide the effluent chemistry data to Jacobs.

The draft and final report will be prepared for review by the City. A meeting will be held with the City to review the results presented in the draft report and discuss comments. Jacobs will incorporate client comments and a final report will be provided for submittal to the RWQCB.

- In the event that the field-measured dilutions are greater than 10 percent below the minimum design model-predicted dilutions for 2025 under 7Q10 low river flow conditions that were developed through dilution modeling and presented in the predesign report and approved by the Regional Board, or more than 10 percent below model-predicted dilutions for the CVRWQCB-approved river flow dilution test conditions (in the event 7Q10 flows are not achieved during testing period), then JACOBS will provide modification recommendations such as installation of spare risers with ports onto blind flanges on the outfall diffuser or alternative measures/recommendations to achieve the expected dilution. This response will be included as a Technical Memorandum and design documents to bid the project (if needed), professional engineering services/support during recommended modifications and re-testing at no additional cost to the City. The City will pay for all construction management, construction, and City costs to implement the recommended modifications in the Technical Memorandum/Design Documents for such modifications.
- Task lead for JACOBS will attend up to six teleconference meetings (1-hour meetings) to review the development of the Study Plan with the City, field study preparations, preliminary results of the field study, modeling results, and to review City comments on the Draft Diffuser Performance Study Report.

City Involvement:

- Provide WWTF support during the field study, including time for study logistics planning, safety review meetings, on-site access to dye injection into effluent discharge, space in the WWTF laboratory for field instrument testing and calibrations, space in the WWTF for equipment storage and working space for field team during the field study week.
- Provide reviews and input during project review meetings and to the draft deliverables listed under this task.
- Attend teleconference meetings (1-hour meetings) to review the development of the Study Plan, pre-study logistics planning, and review the draft performance study report. Skype connections will be used to facilitate information sharing during teleconference meetings.
- Attend two meetings with JACOBS at the CVRWQCB Sacramento office, one to discuss the Draft Study Plan and one to Review the Final Diffuser Performance Study Report.

Assumptions:

- The City's WWTF staff will provide support during the field study including time for logistics planning, safety review meetings, on-site access to dye injection into effluent discharge, space in the WWTF laboratory for field instrument testing and calibrations, space in the WWTF for equipment storage and working space for field team during the field study week.
- Prior to mobilizing personnel and equipment for the field study week, river flow and stage forecasts will be evaluated to decide if adequate and safe river conditions are forecast for the work period. Seasonal river flows will not restrict boat access and data acquisition to the point of damage or imminent danger to personnel and equipment.

- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies will be provided.

Deliverables:

- Draft and final Study Plan for the Outfall Diffuser Performance Study
- Draft and final Outfall Diffuser Performance Study Report

Task 7.2 – O & M Staff Training

- Prepare syllabus outline and complete training syllabus for review and comment by City. Prepare aids as needed for training.
- Provide in person training for City O&M staff. Training will be provided on overall project description, operation and maintenance of project components and new equipment and appurtenances. Training will include description of system operation and operational considerations.

City Involvement:

- Review and comment/approve training syllabus outline and complete training syllabus.
- Attendance at a minimum of one training session by key City staff/Plant Operators (staff and operators to be identified by City).
- Provide access to new facilities and any required ancillary systems required for operation of the project.

Assumptions:

- Up to 3 trainings for eight hours each will be required to accommodate City staff schedules.
- JACOBS will provide one trainer for each training session.
- Except for effluent pump station pumps, training will not be provided for any existing treatment plant process.
- Training will not include actual operation of project facilities (unless in use as part of normal Plant operations), rather it will focus on how to operate the system and operational considerations based on Plant effluent flow, river conditions, and blending requirements.

Deliverables:

- Syllabus outline, complete training syllabus and training aids.

Task 8. Construction Management

Task 8.1 – Document Management

8.1.a Construction Progress Meetings

- Conduct regular construction progress meetings with the Contractor, City, and others (as necessary) to review safety, RFI status, submittal status, changes, completed and ongoing activities, planned work schedules, and to discuss key issues.
- Conduct other job meetings as required to coordinate construction activities with other agencies.
- Record and prepare minutes of all project meetings, and distribute the minutes to all parties within two business days following meeting.

8.1.b Submittals

- Develop list of required and anticipated Submittals.
- Receive, process, track, and review Contractor's submittals on materials, equipment, and methods. Review of submittals shall be limited to completeness review – technical review will be done by the design engineer.
- Develop and maintain an electronic control system for processing all submittals to indicate the date received, review status, and date returned to the Contractor.

8.1.c Substitution Requests

- Receive, process, track, and review Contractor's substitution requests. Review of substitution requests shall be limited to completeness review – technical review of substitution requests will be done by the design engineer.

8.1.d Requests for Information (RFI's)

- Review and respond to RFI's from the Contractor within the time frame allowed by the Contract Documents. Review of RFI's shall be limited to completeness review – technical review of RFI's will be done by the design engineer.
- Develop and maintain an electronic log to track all RFI's, indicating subject of request, date of request, originator of request, person responsible for response, and date of response.
- Facilitate and expedite responses to requests for clarification to the maximum extent possible, confirming that the appropriate party is resolving outstanding issues.

8.1.e Project Files

- Maintain at the project site a current set of project correspondence, job files, change order documentation, approved shop drawings, contract documents, erosion control inspection reports, meeting minutes, and other records required by the specifications.
- Files and records may be hard copy or electronic.
- Develop and maintain an excel-based document-tracking/filing system to facilitate retrieval and archival needs. A web-based software system may be considered by the City prior to construction. Consultant will estimate cost of web-based software system and City may funded by contract amendment.
- Transmit all files to the City upon completion of the project.

8.1.f Monthly Reports

- Issue monthly reports to keep the City apprised of the project status and focus attention on critical issues requiring action.
- Monthly reports will include the following information:
  - Executive summary
  - Description of major work performed
  - Summary of outstanding issues
  - Selected project photographs
  - Schedule status, including potential time extensions
  - Construction cost status, including original contract amount, current contract amount, and forecast at completion

- Pending and executed change order summary
- Quality issues, including list of deficiencies
- Pending or potential claims report
- Summary of Engineer's budget status.

8.1.g Project Closeout

- Transmit all files to the City upon completion of the project.
- Provide copies of warranties to the City.
- Establish warranty tracking procedures.
- Provide copy of final payment with supporting documentation.

City Involvement:

- Review and comment on select submittals
- Review and comment on select RFI's
- Review and comment on substitution requests

Assumptions:

- The cost proposal is based on processing 85 submittals at an average of 2.5 hours per submittal, and 70 RFIs at an average of 2.5 hours per RFI.
- Submittals will be submitted electronically, in PDF format.

Deliverables:

- Construction progress meeting minutes
- Submittal log
- Submittal responses
- RFI log
- Substitution log
- RFI responses
- Project files
- Monthly reports
- Final site inspection report
- Final punch list
- One set of contractor as-built drawings

Task 8.2 – Construction Contract Administration

8.2.a Project Schedule

- Review the Contractor's baseline computer-based, cost-loaded, critical path method (CPM) construction schedule to ensure that the activities are comprehensive, that workflow is logical, that the schedule is not front-end loaded, and that the costs for activities are reasonably distributed.
- Monitor the Contractor's actual work progress as compared to schedule activities by reviewing contractor monthly schedule submittals and providing comments. Require contractor to submit monthly project as-built schedule.
- Conduct monthly schedule update meetings with the Contractor to review progress.
- The cost-loaded schedule will be the basis of progress payments to the Contractor.

8.2.b Progress Payments

- Review monthly applications for payment with the Contractor, noting particularly the relationship of the payment requested to the schedule of values based on the cost loaded CPM schedule.
- Confirm that the Contractor submits required certified payroll information.
- Forward reviewed payment application to the City with recommendation for payment.
- Maintain accurate project cost records, including, monthly payments, change orders, etc. and the effect on the established project budget.

8.2.c Construction Change Orders

- Review all proposed changes to the work requested by the Contractor to ascertain the need and to check for cost-effectiveness.
- Prepare Requests for Proposal (RFP's) for Owner or Engineer-generated requests for changes.
- Lead change order negotiations with the Contractor to evaluate the requested cost and/or time extensions.
- Make recommendations to the Owner regarding acceptance of change orders.
- Maintain a computerized monitoring log to track the status of proposed changes, review status and evaluate for schedule impact or potential claim.

City Involvement:

- Process contractor progress payments
- Review and approve contract change orders

Assumptions:

- Construction Contract Administration assumes a 9-month construction period with on-site construction contract administration for 4 months (16 weeks) full-time and 4.5 months (18 weeks) half-time, 8 hour days, with no overtime.

Deliverables:

- Contractor progress payment recommendation
- Contract change orders

Task 8.3 – Construction Field Inspections

8.3.a Quality Assurance

- Provide qualified inspection staff to observe materials, equipment, work in progress, and completed work to ascertain compliance with the plans and specifications, subsequent contract modifications, and approved submittals.
- Notify the Contractor in writing of any observed noncompliance or variances from the contract requirements.
- Prepare daily field reports of the status of the work, daily activities, manpower, equipment (including idle equipment), weather, and other pertinent observations.
- Make daily reports available to the City for review/reference at all times and submit all reports with other project records at the completion of the project.
- Maintain a continuous log of deviations throughout the project to reflect Contract change orders and field changes.

- Maintain a record of construction progress through photographic documentation. Digital Photos will be organized to allow ease of future search for photos of interest.
- Accompany visitors representing public or other agencies and record the visits in the daily log.
- Observe the Contractor's documentation of erosion control efforts and perform and document inspections of erosion control devices on a weekly basis, or as needed following rainfall events.
- Perform periodic quality assurance surveys

8.3.b Material Testing

- Provide quality assurance field sampling and testing of soils, aggregate, and concrete, along with associated laboratory work. Anticipated testing includes:
  - Soils compaction tests
  - Moisture density curves (10 total)
  - Concrete strength (6 sets of test cylinders for the bifurcation valve vault)
  - CLSM testing (1 set of test cylinders)
- Coordinate with the contractor to schedule inspectors to be onsite when testing is required.
- This activity includes an allowance of $26,000 for owner-provided weld inspection testing in case the outfall pipeline is decided to be constructed of welded steel. This allowance covers a pipeline length up to 2.5 miles in length.
- This activity also includes an allowance of $10,000 for specialty inspections as required by the California Building Code, actual pipe material selected for construction, and as requested by the City.

8.3.c Dive Inspection

- Perform New Construction Inspection(s) in accordance with the American Society of Civil Engineer's Waterfront Facilities Inspection and Assessment Guidelines to document that the underwater pipeline and diffusers meet the requirements of the construction contract documents as well as:
  - Verify quantities installed for Contractor payment
  - Respond to field questions and resolve field problems
  - Develop a list of deficiencies for Contractor to correct
- Jacobs Engineer Dive Team will be led by Professional Engineer and certified diver.
- Prepare a diving inspection plan based on discussions with the City and with the marine construction subcontractor.
- As needed and based on the diving inspection plan, perform milestone inspections of underwater trench and bedding, pipe joints, and pipe joint assembly, pipe backfill, and pipe coating and lining systems.
- Provide underwater still photographs of pipe installation details where possible using a clear water box. Much of the diving is anticipated in conditions with near zero visibility. Where of value, provide underwater video of the project.
- Diving operations shall be governed by applicable state, federal, and industry standards, and shall conform to the "Consensus Standards for Commercial Diving Operations" of the Association of Diving Contractors International (ADCI).
- Diving inspections shall be coordinated with the outfall project marine contractor. Diving operations shall be conducted from the outfall project marine subcontractor's vessel or work trestle, unless specifically directed otherwise by the City or unless shore deployment is adequate.

City Involvement:

- City to review inspection reports and provide comments in a timely manner to avoid construction contractor delays.

Assumptions:

- Construction Quality Assurance assumes a 9-month construction period with on-site construction quality assurance for 60 days, 8 hours per day, with no overtime.
- Construction contractor will be responsible for continuous Quality Control inspections and Quality Control materials testing.
- Diving inspectors to work from Construction Contractor's barge. Includes two dive days over a two-week period for a three-person dive team. Standby charges will apply if scheduled dive inspections are delayed or cannot occur.
- The City acknowledges that ultimate responsibility for any deficiencies in materials or completed work, and for compliance with plans and specifications and approved submittals, shall be attributable solely to the Contractor, notwithstanding Construction Manager's observations and inspections hereunder.

Deliverables:

- Daily field reports
- Material test reports
- Construction photographs
- Diving inspection reports including still photography of underwater conditions.

Task 9. Operations and Maintenance Manual

- Develop a facility Operation and Maintenance (O&M) manual describing the operation of the Project facilities and systems and where appropriate, reference will be made to the manufacturer's detailed O&M manual. It is anticipated that the O&M Manual will include the following:
  - Applicable record drawings that illustrate concepts as needed.
  - Photos of equipment and human-machine interface (HMI) screens to illustrate concepts as needed.
  - Operational criteria based on varying plant flows and Feather River conditions (based on diffuser performance testing results).
  - Equipment/Appurtenance preventive maintenance inspection forms and schedule.

City Involvement:

- Review and comment on draft O&M Manual.

Assumptions:

- Outfall Diffuser Performance Testing results will be available for incorporation into the O&M manual.
- O&M staff training is included in Task 7 and is not included in this task.
- The O&M manual will address the outfall pipeline, bifurcation valve vault, and diffuser. O&M elements for modifications to WWTF pumps, flow measurement, or piping are not included in this task.

Deliverables:

- Draft O&M Manual in PDF form will be provided by email, and 3 hard copies.
- Final O&M Manual in PDF form will be provided by email, and 3 hard copies.

Task 10. Project Management

JACOBS and MHM will complete project management tasks as outlined below. The budget assumes that overall project scope is as defined in the preceding Tasks (excluding the Contingency task).

Task 10.1 – External Project Meetings

JACOBS will attend the following project meetings with City staff:

- Project Chartering Meeting at the WWTP including up to six JACOBS team members and MHM. JACOBS will prepare meeting agenda and meeting minutes.
- Biweekly Progress Meetings at the WWTP including two JACOBS team members. JACOBS will prepare meeting agendas and meeting minutes.
- Special Coordination Meetings at the WWTP as required by project needs

City Involvement:

- Review agendas and minutes from project progress meetings and alert project manager of any questions or corrections.

Assumptions:

- Up to 58 biweekly Progress Meetings between August 2018 and December 2020 during Predesign, Design, and Environmental Services and Permitting
- Subconsultants will attend bi-weekly Progress Meetings as necessary
- Up to 11 Special Coordination Meetings including local staff and up to 6 person-trips for remote team members
- No biweekly Progress Meetings during Bid Services or Testing & Startup
- Meetings for Construction are included under Services During Construction and Construction Management

Deliverables:

- Chartering Meeting agenda and meeting minutes
- Progress Meeting agendas and meeting minutes

Task 10.2 – Develop and Maintain Project Management Tools

JACOBS will prepare and maintain the following project management tools:

- Project Execution Plan (PXP)
- Quality Management Plan (QMP)
- Risk Register
- Work Plans
- Decision Log

Task 10.3 – Project Controls and Invoicing

JACOBS project controls staff will prepare regular internal cost reports for review by the JACOBS Project Manager. JACOBS will also prepare monthly invoices (including subconsultant invoices) and a Project Status Report including progress report narrative, scope change summary, and schedule and budget

status. Monthly invoices Project Status Reports will be submitted to the City Project Manager for review and approval.

City Involvement:

- Review and approve monthly invoice

Assumptions:

- Assumes 60 months of project cost reports, monthly invoices, and progress reports
- Budget status burn charts are not included

Deliverables:

- Monthly invoices and Project Status Reports

Task 10.4 – Project Team Coordination

JACOBS will conduct the following internal team coordination activities:

- Project Kickoff Meeting
- Regular project team coordination meetings

Task 10.5 – Health and Safety

JACOBS will conduct internal Health and Safety (H&S) procedures to manage the safety of our staff, and oversee the safety of subconsultants. Our subconsultants will be required to prepare their own H&S Plan for all field activities, and we will work with our subconsultants to monitor compliance with their own H&S Plan. Health and safety activities will include:

- Preparation and management of Field Safety Instructions for design and construction phases
- Quarterly construction phase H&S management audits for 2 years of construction
- Monitor JACOBS staff and subconsultant compliance with the Field Safety Instructions, and subconsultant compliance with their own H&S Plan.

Deliverables:

- Copies of the JACOBS Field Safety Instructions (both design and construction phases) are available for review by the City upon request

Task 10.6 – Subcontract Management

JACOBS will manage the performance of our subconsultants to comply with the scope of work, schedule, and budget. This task includes setting up subconsultant contracts and required pre-procurement reviews, reviewing monthly subconsultant invoices and progress reports, maintaining annual insurance and safety documents, and monitoring and tracking subconsultant payments.

This task also includes project management activities for MHM.

Task 10.7 – Project Management for Supplemental Services

Provide management for scope, schedule, and budget associate with work authorized by the City under the Supplemental Services task, specifically Tasks 12.1 through 12.4. Maintain coordination with City, internal project team, subconsultants, and outside agencies. Maintain Decision Log and prepare meeting agendas and meeting minutes as needed. Prepare schedule update and maintain schedule during work progress.

City Involvement:

- City will authorize funding for this task when funds are authorized from the Contingency task

Task 11. California SRF Loan Application Support

JACOBS will provide engineering services to support the City's application to apply for grant/loan/bond funding for the Outfall and Diffuser Project. This task consists of a $50,000 allowance for general SRF support, not aligned to a particular SRF package. Support activities will be as requested by the City, with no scoped deliverables. The consultant will not be required to spend more than the $50,000 allowance to support the City in this task without an amendment to the contract.

City Involvement:

- Provide direction regarding requested engineering services

Assumptions:

- Schedule is estimated and is controlled by the City. Schedule for activities requested by the City will be agreed upon mutually by the City and JACOBS.

Deliverables:

- No scoped deliverables. The consultant will support the City with SRF application related activities on a time and materials basis up to the contracted allowance.

Task 12. Supplemental Services

12.1 – Bathymetric Surveys in 2019, 2020 and 2021

- Conduct bathymetry survey of the Feather River region below Shanghai Falls (RM 24.5) to Boyd's Landing (RM 22.6) using a sweep-system (multiple single-beam) sonar to record detailed river bed elevation data. JACOBS will engage a specialty hydrographic surveyor to perform this bathymetry survey in the summer or fall of 2019, 2020 and 2021, as requested by the City. The vessel used for this survey will be provided by the hydrographic surveyor and the survey crew will include an ACSM certified hydrographer.
- Horizontal positions for navigation and data collection will be determined by using a Trimble base and rover system, and Hypack navigation software. The horizontal datum used will be NAD83, California State Plane Zone 2 (U.S. Survey Feet). The vertical datum used will be NAVD88 (U.S. Survey Feet).
- MHM will identify and validate benchmarks for locating RTK Base Station for use during bathymetry surveys and other data collections on the river. If alternative survey control sites are required then they will be established by MHM and adjusted and calibrated to the most current documentation of NAD83 and NAVD88 (National Geodetic Survey).

City Involvement:

- Facilitate access to secure survey benchmarks to allow for locating Trimble base RTK station on tripod during bathymetric survey and field data collection days.

Assumptions:

- Field services will be conducted in accordance with JACOBS's Field Safety Instructions (FSI) for this project. Vessel safety and operational safety will be the responsibility of the hydrographic surveyor. For safety reasons, all field activities on the river will be limited to daylight hours. These field measurements are assumed to require four to six consecutive field days on the Feather River.
- Prior to mobilizing personnel and equipment for the week of survey work, river flow and stage forecasts will be evaluated to decide if adequate and safe river conditions are forecast for the work

period. Seasonal river flows will not restrict boat access and data acquisition to the point of damage or imminent danger to personnel and equipment.

- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- A concise bathymetric survey report will be produced and report charts will be provided. The report charts will include depth contours at 1-foot intervals, color TIN (Triangulated Irregular Networks), and track-lines. Report charts will be produced in the horizontal and vertical datum defined above. This report will describe the control used for the survey, data acquisition methodology, calibrations, and data processing procedures. Report deliverables will include an ASCII file of the XYZ data, AutoCAD and Civil 3D DWG files.

12.2 – Environmental Impact Report

This scope of work is based on CEQA compliance using an Initial Study/Mitigated Negative Declaration. This implies that environmental impacts will be less than significant with the inclusion of mitigation measures, such that a full Environmental Impact Report (EIR) will not be required. This assumption is based on study of the potential impacts of concern and the reasonable (although early) conclusion that no impacts will remain significant and unmitigable. However, there is some possibility that the analysis will reveal impacts that cannot be mitigated to a less than significant level, and thus an EIR will need to be prepared. The following items will be required to "convert" the Initial Study into an EIR, and replace the Mitigated Negative Declaration with the appropriate decision documents for an EIR.

- Prepare a Notice of Preparation and conduct reasonable scoping activities well in advance of releasing the Draft EIR for agency and public review
- Conduct additional analysis and write additional text to reflect topics not considered in an Initial Study, including:
  - Statement of project objectives
  - Environmental and regulatory setting
  - Development and evaluation of a reasonable range of alternatives to the project, and a No Project alternative
  - Cumulative and growth-inducing impacts
- Hold a public meeting on the Draft EIR, including sufficient advertising to solicit appropriate interest
- Formally respond to comments (from agency and public review) and prepare a separate Final EIR
- Prepare Findings of Fact and Statement of Overriding Considerations

City Involvement:

- Assist in coordinating public meetings, which would normally occur during the scoping and Draft EIR stages, by securing meeting rooms
- Provide internal coordination to advance the CEQA process, such as preparing staff reports
- Coordinate with the Planning Division, as needed, to follow normal City processes for CEQA review

Assumptions:

- None

Deliverables:

- Notice of Preparation
- Administrative Draft EIR
- Screencheck Draft EIR
- Public Review Draft EIR
- Mitigation Monitoring and Reporting Plan
- Notice of Availability
- Administrative Final EIR
- Screencheck Final EIR
- Final EIR (for City Council adoption)
- Findings of Fact/Statement of Overriding Considerations
- Notice of Determination

12.3 – Vacuum-Assist Siphon Predesign, Design, and other Services

12.3.a (i) 30% Design Development, Predesign Report, Schedule, and Cost Estimate
The scope of work outlined under Task 1.10 will be supplemented as follows:

- Vacuum assisted siphon system incorporated in applicable plan and profile, electrical, and I&C and remote telemetry drawings and vacuum assist system specific civil site plan, structural, mechanical, electrical plans, sections and details.
- Incorporate vacuum assisted siphon system in Class 3 construction cost estimate (-20% to +30%)
- Incorporation of vacuum assisted siphon into the Draft Predesign Report.

City Involvement:

- As outline under Task 1.10.

Assumptions:

- Development of civil, structural, and mechanical design for vacuum assisted siphon system.
- 30% Design development of civil, structural, electrical, I&C and mechanical design of the vacuum assisted siphon based on City selected outfall location and pipeline alignment alternative.
- The Draft Predesign Report, included under Task 1.10 will incorporate the vacuum assisted siphon design.
- All deliverables will be provided to the City in an electronic file format and limited hard copies can be provided to the City on request.

Deliverables:

- As outlined under Task 1.10

12.3.a (ii) 60% Design Plans and Specifications
The scope of work outlined under Task 3.1 will be supplemented as follows:

- Develop a 60% Design of the vacuum assisted siphon system. The 60% submittal will incorporate the vacuum assisted siphon into the plan and profile, electrical, and I&C and remote telemetry drawings and the addition of vacuum assist system specific civil site plan, structural, mechanical (including condensate drainage disposal), electrical plans, sections and details. The vacuum assisted siphon system will be incorporated into the Specifications
- 60% Vacuum Assisted Siphon Design Submittal will incorporate the revised or additional drawings to the drawings outlined in Task 3.1 and as described in the Preliminary Drawing List included in **Appendix A**:

  - 1 Plan and Profile sheet (updated)
  - 1 Civil Sheet (new Vacuum System Building site plan)
  - 2 Structural/Mechanical Sheets (new building and mechanical plans and sections)
  - 2 Electrical sheets (updated single line and 1 new building electrical plan)
  - 1 I&C Sheets (updated)
  - 1 Standard Details sheet (new details)
  - 1 Contingency sheets
- Control Narrative for vacuum assisted siphon system
- Incorporate vacuum assisted siphon system into technical workshops.
- Incorporate vacuum assisted siphon system into Quality Management QA and QC.
- Incorporate vacuum assisted siphon system into Class 2 Cost Estimate.

City Involvement:

- As outlined in Task 3.1.

Assumptions:

- As outlined in Task 3.1.

Deliverables:

- As outlined in Task 3.1.

12.3.a (iii) 90% Design Plans and Specifications

The scope of work outlined under Task 3.2 will be supplemented as follows:

- Continued development of vacuum assisted siphon system into the 90% Design Submittal including: plan and profile electrical, I&C and remote telemetry, civil site plan, structural, mechanical (including condensate drainage disposal), electrical plans, sections and details, and technical specifications.
- Loop specifications for the vacuum assisted siphon system will be included in the technical specifications based on the Control Narrative prepared during the 60% design.
- Incorporate vacuum assisted siphon system into technical workshops.
- Incorporate vacuum assisted siphon system into Quality Management QA and QC.
- Incorporate vacuum assisted siphon system into Class 1 Cost Estimate.
- Complete PG&E power service request

City Involvement:

- As outlined in Task 3.2.

Assumptions

- 90% Design submittal assumes preparation of 6 additional vacuum assisted siphon sheets in the drawing package.

Deliverables

- As outlined in Task 3.2.

12.3.a (iv) 100% Design Plans and Specifications

The scope of work outlined under Task 3.3 will be supplemented as follows:

- Prepare 100% vacuum assisted siphon system Design Drawings including: plan and profile electrical, I&C and remote telemetry, civil site plan, structural, mechanical (including condensate drainage disposal), electrical plans, sections and details, and technical specifications.
- Incorporate vacuum assisted siphon system into Quality Management QA and QC.
- Incorporate vacuum assisted siphon system into final revised construction cost estimate to reflect Engineer's Estimate of final drawings and to include final modifications to design and City's 100% comments on previous cost estimate.

City Involvement:

- As outlined in Task 3.3.

Assumptions:

- 100% Design submittal assumes preparation of 6 additional vacuum assisted siphon sheets in the drawing package.
- Clarifications and changes to the design submittal documents will be provided as required to address plan review comments from the City.
- Design submittal documents will incorporate and consolidate all changes made during the permit review.
- All deliverables will be provided in PDF file format and 5 hard copies will be provided to the City

Deliverables:

- As outlined in Task 3.3.

12.3.b – Services During Construction – Vacuum Assisted Siphon

The scope of work outlined under Task 6 will be supplemented as follows:

- Meetings and Site Visits – two additional site visits by design engineer for observation of siphon system construction.
- Submittals – up to 5 additional submittals for equipment associated with the siphon system.
- RFIs – up to 5 additional RFIs associated to the construction of the siphon system.

City Involvement:

- As outlined under Task 6.

Assumptions:

- As outlined under Task 6.

Deliverables:

- As outlined under Task 6.

12.3.c – Vacuum System Testing

Following construction of the new outfall pipeline and vacuum assisted siphon system the components of the system will be tested as part of the overall project start-up and testing. The vacuum system design engineer will be on site to confirm proper operation of the system.

City Involvement:

- Provide WWTF support during testing.
- Provide site access and facilitate testing.

Assumptions:

- Proper installation and operation of specific and individual components of the vacuum system will be completed and confirmed as part of the construction contract by the individual responsible manufacturers or manufacturers' representatives. This will be complete prior to design engineer's system testing.
- The City will be able to facilitate testing of the vacuum system by operating the effluent outfall system in such a manner that allows testing to the design engineer's satisfaction.
- Maximum of two days of testing and time on site are required for design engineer.

Deliverables:

- System operational test report.

12.3.d – O & M Staff Training – Vacuum Assisted Siphon

Incorporate vacuum assisted siphon system into O&M Staff Training outlined in Task 7.2.

City Involvement:

- As outlined under Task 7.2.

Assumptions:

- Up to 2 trainings for four hours each will be required to accommodate City staff schedules.
- JACOBS will provide one trainer for each training session.
- Training will not be provided for any existing treatment plant process.
- Training will not include actual operation of the vacuum assisted siphon system (unless in use as part of normal pipeline operations), rather it will focus on how to operate the system and operational considerations based on Plant effluent flow, and river conditions.

Deliverables:

- Syllabus outline, complete training syllabus and training aids.

12.3.e – Operation and Maintenance Manuals – Vacuum Assisted Siphon

Incorporate vacuum assisted siphon system into Operation and Maintenance manuals as outlined under Task 9.

City Involvement:

- As outlined under Task 9.

Assumptions:

- As outlined under Task 9.

Deliverables:

- As outlined under Task 9.

12.3.f – Project Management – Vacuum Assisted Siphon

Included under Task 10.7.

12.4 – Test Pits for Archaeological Investigation

As an optional task to this scope of work, JACOBS proposes the completion of initial archaeological testing along the pipeline alignment within the vicinity of the levees. The initial archaeological testing

will be completed over a 1-week period using mechanical drilling/coring at 50-meter sampling intervals along the levee. Two archaeologists will be present during the testing, including a geoarchaeologist who meets the Secretary of Interior qualifications. The archaeological testing will use available information from the geotechnical analysis to augment information collected as part of this optional task.

Prior to competing the initial archaeological testing, background research through primary and secondary sources will be completed on the existing soils and geology of the area, as well as to assess the likelihood of the area's past uses and association with Native American tribes, to determine the sensitivity of the area to contain buried cultural resources. Additional primary and secondary source research will be completed through repositories and collections available with Native American tribes, the National Archives in San Bruno, and local/state agencies and historical societies.

A Work Plan will be prepared that describes the known sensitivity of the area, records search results (to be obtained under the primary scope of work), information obtained from interaction and research with Native Americans, a research design, and the field methods for the initial archaeological testing. The results of the initial archaeological testing will be included in a Technical Memorandum and provided to the City of Yuba City.

Deliverables

- Draft and Final Work Plan
- Draft and Final Technical Memorandum

Assumptions

- Up to three additional meetings with Native American individuals and tribes may be needed to complete this additional task.
- Native American monitoring of the initial archaeological testing by the United Auburn Indian Community and the Enterprise Rancheria may be requested. The cost for any Native Americans monitor is not included in this scope of work.
- It is assumed that no more than two small cultural resources (less than 2 meters in size) will be discovered during the initial archaeological testing. A separate scope and cost will be prepared for any supplemental assessment that may be required following their identification.

12.5 – WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications

As an optional task to this scope of work and upon authorization from The City, JACOBS will complete WWTF Effluent Pump Station, Flow Metering, and Yard Piping modifications design including 30%, 60%, 90%, 100% and Bid Documents. The design will include additional drawings and specifications required for design development and contractor bidding.

Additional services associated with the WWTF modifications include additional services during construction, construction management and inspection, and an expanded O&M Manual.

Deliverables

- Predesign report will incorporate WWTF Modifications.
- Up to 6 additional drawings – 2 Civil, 2 Structural/Mechanical, and 2 Electrical.

Assumptions

- The City will provide authorization before any work on this task begins.
- Authorization from City for this task will be provided prior to task beginning, otherwise overall project schedule may be impacted.
- Up to 10 additional RFIs will be submitted and reviewed.

- Construction Contract Administration assumes an additional 2 weeks of half-time on-site construction contract administration, 4 hour days, with no overtime.
- Construction Quality Assurance assumes an additional 20 days of on-site construction quality assurance for 8 hours per day, with no overtime.
- Construction Material Testing includes 6 additional concrete test cylinders for a new flowmeter vault.

Appendix A
Preliminary Drawing List

Appendix A – Preliminary Drawing List

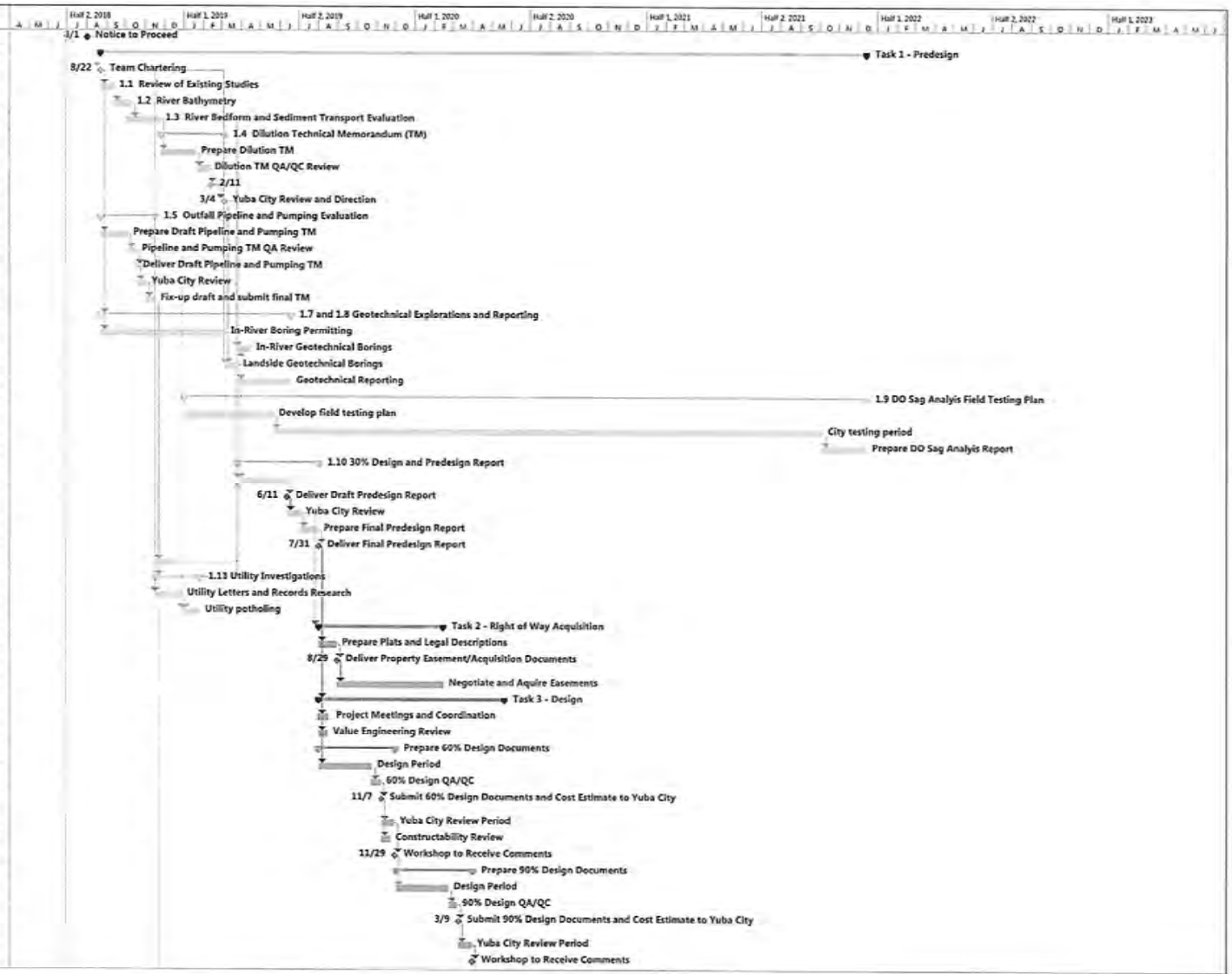
Sheet Number	Drawing Number	Description
General		
1	G-1	Cover Sheet, Vicinity and Location Maps
2	G-2	Sheet List
3	G-3	General Notes
4	G-4	Abbreviations
5	G-5	Civil Legend and Notes
6	G-6	General Structural Notes
7	G-7	Mechanical Legend
8	G-8	Electrical Legends and Abbreviations
9	G-9	Instrumentation Legend
10	G-10	Key Plan and Survey Control
11	G-11	Hydraulic Profile
12	G-12	Construction Access
Plan and Profile		
13	PP-1	Plan and Profile STA 10+00 To 20+00
14	PP-2	Plan and Profile STA 20+00 To 30+00
15	PP-3	Plan and Profile STA 30+00 To 40+00
16	PP-4	Plan and Profile STA 40+00 To 50+00
17	PP-5	Plan and Profile STA 50+00 To 60+00
18	PP-6	Plan and Profile STA 60+00 To 70+00
19	PP-7	Plan and Profile STA 70+00 To 80+00
20	PP-8	Plan and Profile STA 80+00 To 90+00
Civil		
21	C-1	Bifurcation Vault Site Plan and Details
22	C-2	Feather River Site Plan and Restoration Plan
23	C-3	Pipeline Cross Sections 1 Of 2
24	C-4	Pipeline Cross Sections 2 Of 2
25	C-5	Levee Crossing Plan
26	C-6	Levee Crossing Section
27	C-7	Levee Crossing Details - Pipe Backfill
28	C-8	Levee Crossing Details - Pipe Connections
29	C-9	Levee Crossing Details - Valve Vault
30	C-10	Levee Crossing Details - Access Cover
31	C-11	Levee Crossing Details - Miscellaneous 1

Sheet Number	Drawing Number	Description
32	C-12	Levee Crossing Details - Miscellaneous 2
Structural/Mechanical		
33	SM-1	Bifurcation Vault Plan
34	SM-2	Bifurcation Vault Sections
35	SM-3	Feather River Diffuser Plan and Sections
36	SM-4	Feather River Diffuser Details 1 Of 2
37	SM-5	Feather River Diffuser Details 2 Of 2
Electrical		
38	E-1	Bifurcation Vault Electrical Floor Plan
39	E-2	Bifurcation Vault One-Line Diagram, Panel Board Schedule, and Conduit/Conductor Schedules
Instrumentation and Control		
40	IC-1	P&ID Bifurcation Vault
41	IC-2	Network Block Diagram
42	IC-3	Control Panel Typical Wiring Diagrams
Traffic Control		
43	TC-1	Legend and General Notes
44	TC-2	Traffic Control and Restoration Plan
45	TC-3	Traffic Control and Restoration Plan
46	TC-4	Traffic Control and Restoration Plan
47	TC-5	Traffic Control and Restoration Plan
48	TC-6	Lane Closure with Flagger Control Plan
49	TC-7	Sections and Details 1 Of 2
50	TC-8	Sections and Details 2 Of 2
Standard Details		
51	SD-1	Standard Details
52	SD-2	Standard Details
53	SD-3	Standard Details
54	SD-4	Standard Details
55	SD-5	Standard Details
56	SD-6	Standard Details
Optional Drawings - WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications		
57	C-13	WWTP Pump Station and Yard Piping Plan
58	C-14	WWTP Yard Piping Plan and Details
59	SM-6	WWTP Pump Station Plan
60	SM-7	WWTP Pump Station Section and Details
61	E-3	WWTP Pump Station Electrical Plan

Sheet Number	Drawing Number	Description
62	E-4	WWTP Pump Station One-Line Diagram, Panel Board Schedule, and Conduit/Conductor Schedules
Contingency Drawings		
63		Contingency Drawing 1
64		Contingency Drawing 2
65		Contingency Drawing 3
66		Contingency Drawing 4
67		Contingency Drawing 5
68		Contingency Drawing 6
69		Contingency Drawing 7
70		Contingency Drawing 8

Appendix B
Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Wed 8/1/18	Wed 8/1/18
2	**Task 1 - Predesign**	**864 days**	**Wed 8/22/18**	**Mon 12/13/21**
3	Team Chartering	1 day	Wed 8/22/18	Wed 8/22/18
4	1.1 Review of Existing Studies	14 days	Thu 8/23/18	Tue 9/11/18
5	1.2 River Bathymetry	20 days	Wed 9/12/18	Tue 10/9/18
6	1.3 River Bedform and Sediment Transport Evaluation	40 days	Mon 10/1/18	Fri 11/23/18
7	**1.4 Dilution Technical Memorandum (TM)**	**71 days**	**Mon 11/26/18**	**Mon 3/4/19**
8	Prepare Dilution TM	40 days	Mon 11/26/18	Fri 1/18/19
9	Dilution TM QA/QC Review	15 days	Mon 1/21/19	Fri 2/8/19
10	Deliver Draft Dilution TM	1 day	Mon 2/11/19	Mon 2/11/19
11	Yuba City Review and Direction	15 days	Tue 2/12/19	Mon 3/4/19
12	**1.5 Outfall Pipeline and Pumping Evaluation**	**61 days**	**Thu 8/23/18**	**Thu 11/15/18**
13	Prepare Draft Pipeline and Pumping TM	30 days	Thu 8/23/18	Wed 10/3/18
14	Pipeline and Pumping TM QA Review	10 days	Thu 10/4/18	Wed 10/17/18
15	Deliver Draft Pipeline and Pumping TM	1 day	Thu 10/18/18	Thu 10/18/18
16	Yuba City Review	10 days	Fri 10/19/18	Thu 11/1/18
17	Fix-up draft and submit final TM	10 days	Fri 11/2/18	Thu 11/15/18
18	**1.7 and 1.8 Geotechnical Explorations and Reporting**	**213 days**	**Thu 8/23/18**	**Mon 6/17/19**
19	In-River Boring Permitting	7 mons	Thu 8/23/18	Wed 3/6/19
20	In-River Geotechnical Borings	15 days	Tue 3/26/19	Mon 4/15/19
21	Landside Geotechnical Borings	15 days	Tue 3/5/19	Mon 3/25/19
22	Geotechnical Reporting	3 mons	Tue 3/26/19	Mon 6/17/19
23	**1.9 DO Sag Analyis Field Testing Plan**	**770 days**	**Tue 1/1/19**	**Mon 12/13/21**
24	Develop field testing plan	5 mons	Tue 1/1/19	Mon 5/20/19
25	City testing period	31 mons	Tue 5/21/19	Mon 10/4/21
26	Prepare DO Sag Analyis Report	50 days	Tue 10/5/21	Mon 12/13/21
27	**1.10 30% Design and Predesign Report**	**92 days**	**Tue 3/26/19**	**Wed 7/31/19**
28	Prepare Draft Predesign Report	55 days	Tue 3/26/19	Mon 6/10/19
29	Deliver Draft Predesign Report	1 day	Tue 6/11/19	Tue 6/11/19
30	Yuba City Review	15 days	Wed 6/12/19	Tue 7/2/19
31	Prepare Final Predesign Report	20 days	Wed 7/3/19	Tue 7/30/19
32	Deliver Final Predesign Report	1 day	Wed 7/31/19	Wed 7/31/19
33	1.12 Predesign Surveys	20 days	Fri 11/16/18	Thu 12/13/18
34	**1.13 Utility Investigations**	**50 days**	**Fri 11/16/18**	**Thu 1/24/19**
35	Utility Letters and Records Research	30 days	Fri 11/16/18	Thu 12/27/18
36	Utility potholing	20 days	Fri 12/28/18	Thu 1/24/19
37	**Task 2 - Right of Way Acquisition**	**141 days**	**Thu 8/1/19**	**Thu 2/13/20**
38	Prepare Plats and Legal Descriptions	20 days	Thu 8/1/19	Wed 8/28/19
39	Deliver Property Easement/Acquisition Documents	1 day	Thu 8/29/19	Thu 8/29/19
40	Negotiate and Aquire Easements	5 mons	Fri 8/30/19	Thu 2/13/20
41	**Task 3 - Design**	**210 days**	**Thu 8/1/19**	**Wed 5/20/20**
42	**Project Meetings and Coordination**	**10 days**	**Thu 8/1/19**	**Wed 8/14/19**
43	Value Engineering Review	10 days	Thu 8/1/19	Wed 8/14/19
44	**Prepare 60% Design Documents**	**87 days**	**Thu 8/1/19**	**Fri 11/29/19**
45	Design Period	60 days	Thu 8/1/19	Wed 10/23/19
46	60% Design QA/QC	10 days	Thu 10/24/19	Wed 11/6/19
47	Submit 60% Design Documents and Cost Estimate to Yuba City	1 day	Thu 11/7/19	Thu 11/7/19
48	Yuba City Review Period	15 days	Fri 11/8/19	Thu 11/28/19
49	Constructability Review	10 days	Fri 11/8/19	Thu 11/21/19
50	Workshop to Receive Comments	1 day	Fri 11/29/19	Fri 11/29/19
51	**Prepare 90% Design Documents**	**87 days**	**Mon 12/2/19**	**Tue 3/31/20**
52	Design Period	60 days	Mon 12/2/19	Fri 2/21/20
53	90% Design QA/QC	10 days	Mon 2/24/20	Fri 3/6/20
54	Submit 90% Design Documents and Cost Estimate to Yuba City	1 day	Mon 3/9/20	Mon 3/9/20
55	Yuba City Review Period	15 days	Tue 3/10/20	Mon 3/30/20
56	Workshop to Receive Comments	1 day	Tue 3/31/20	Tue 3/31/20



Project: Yuba_City_Outfall_Prop
Date: Fri 6/29/18

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ID	Task Name	Duration	Start	Finish
57	Prepare 100% Design Documents	16 days	Wed 4/1/20	Wed 5/20/20
58	Design Period	25 days	Wed 4/1/20	Tue 5/5/20
59	100% Design QA/QC	10 days	Wed 5/6/20	Tue 5/19/20
60	Submit 100% Design Documents and Cost Estimate to Yuba City	1 day	Wed 5/20/20	Wed 5/20/20
61	Task 4 - Environmental Services and Permitting	300 days	Fri 11/16/18	Thu 1/9/20
62	Pre-Application Meeting (USACE & CVFPB)	1 day	Fri 11/16/18	Fri 11/16/18
63	CEQA Environmental Document (MND)	9 mons	Fri 11/16/18	Thu 7/25/19
64	Additional CEQA Environmental Documentation (EIR)	6 mons	Fri 7/26/19	Thu 1/9/20
65	AB52 - Tribal Consultation	2 mons	Fri 11/16/18	Thu 1/10/19
66	Section 404 - USACE Nationwide Permit 7	12 mons	Fri 11/16/18	Thu 10/17/19
67	Section 7 - USFWS and NMFS Biological Opinions	9 mons	Fri 11/16/18	Thu 7/25/19
68	National Historic Preservation Act	9 mons	Fri 11/16/18	Thu 7/25/19
69	Section 401 - Central Valley RWQCB Water Quality Certification	12 mons	Fri 11/16/18	Thu 10/17/19
70	Section 1600 - CDFW Streambed Alteration Agreement	12 mons	Fri 11/16/18	Thu 10/17/19
71	CVFPB Encroachment Permit	12 mons	Fri 11/16/18	Thu 10/17/19
72	BIDDING SCHEDULE FLOAT	10 mons	Fri 1/10/20	Thu 10/15/20
73	Task 5 - Bid Services	122 days	Fri 5/29/20	Mon 11/16/20
74	5.1 Contractor Prequalification	20 wks	Fri 5/29/20	Fri 10/16/20
75	5.2 Prepare Bid Documents	5 days	Fri 10/16/20	Thu 10/22/20
76	5.3 Contract Advertise and Award	17 days	Fri 10/23/20	Mon 11/16/20
77	Conduct Pre-Bid Meeting	1 day	Fri 10/23/20	Fri 10/23/20
78	Bid Opening	1 day	Fri 10/23/20	Fri 10/23/20
79	Bid Evaluation	10 days	Mon 10/26/20	Fri 11/6/20
80	Recommendation to City Council (1st and 3rd Tuesdays)	1 day	Mon 11/9/20	Mon 11/9/20
81	Award	5 days	Tue 11/10/20	Mon 11/16/20
82	5.4 Prepare Conformed Documents	10 days	Mon 10/26/20	Fri 11/6/20
83	MOBILIZATION FLOAT	2 mons	Tue 11/17/20	Mon 1/11/21
84	Project Construction	428 days	Tue 1/12/21	Thu 9/1/22
85	Notice to Proceed	1 day	Tue 1/12/21	Tue 1/12/21
86	Mobilization & Submittals	40 days	Wed 1/13/21	Tue 3/9/21
87	Bifurcation Vault Construction	20 days	Wed 3/10/21	Tue 4/6/21
88	WWTF Effluent Pumping and Yard Piping	20 days	Wed 4/7/21	Tue 5/4/21
89	Outfall Pipeline Construction	40 days	Wed 3/10/21	Tue 5/4/21
90	In-Water Work Period	122 days	Thu 4/15/21	Fri 10/1/21
91	Levee Crossing	20 days	Wed 5/5/21	Tue 6/1/21
92	In River Diffuser Construction	40 days	Wed 6/2/21	Tue 7/27/21
93	Connection at WWTF	10 days	Wed 7/28/21	Tue 8/10/21
94	Punchlist and closeout	20 days	Wed 8/25/21	Tue 9/21/21
95	CONSTRUCTION SCHEDULE FLOAT	12 mons	Wed 9/22/21	Tue 8/23/22
96	City Goal to begin new outfall discharge	1 day	Thu 9/1/22	Thu 9/1/22
97	Task 6 - Services During Construction	9 mons	Wed 2/17/21	Tue 10/26/21
98	Task 7 - Testing and Start-Up	445 days	Wed 8/11/21	Tue 4/25/23
99	Outfall Pipeline Testing	10 days	Wed 8/11/21	Tue 8/24/21
100	O&M Staff Training	5 days	Wed 8/25/21	Tue 8/31/21
101	Diffuser Testing	168 days	Fri 9/2/22	Tue 4/25/23
102	Pre-Testing Meeting with CVRWQCB	1 day	Fri 9/2/22	Fri 9/2/22
103	Field Verify River Dilution	6 mons	Mon 9/5/22	Fri 2/17/23
104	Prepare Test Report and Memo	20 days	Mon 2/20/23	Fri 3/17/23
105	Submit Draft Test Report & Memo	1 day	Mon 3/20/23	Mon 3/20/23
106	Yuba City Review Period	15 days	Tue 3/21/23	Mon 4/10/23
107	Submit Test Report and Memo to CVRWQCB	1 day	Tue 4/25/23	Tue 4/25/23
108	Task 8 - Construction Management	9 mons	Wed 2/17/21	Tue 10/26/21
109	Task 9 - Facility Operations and Maintenance Manual	120 days	Wed 3/10/21	Wed 8/25/21
110	Task 10 - PM	1300 days	Thu 8/2/18	Wed 7/26/23
111	Task 11 - California SRF Funding Support	319 days	Thu 8/1/19	Tue 10/20/20

Project: Yuba_City_Outfall_Prop
Date: Fri 6/29/18

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress

Appendix C
Fee Estimate and Rate Schedule

JACOBS PROJECT FEE ESTIMATE

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT Wastewater Treatment Facility Outfall and Diffuser Project	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Task 1 - Predesign	3,215	585,599	13,300	10,527	200,053	2,383	10,003	236,265	821,864
Task 1.1 - Review of Existing Studies	106	21,408	-	102	-	10	-	113	21,521
Task 1.2 - River Bathymetry	188	36,678	1,950	8,700	51,351	1,065	2,568	65,634	102,312
Task 1.3 - River Bedform and Sediment Transport Modeling Evaluation	436	96,834	650	50	-	70	-	770	97,604
Task 1.4 - Diffuser Design and Modeling TM	226	43,656	-	101	-	10	-	111	43,767
Task 1.5 - Outfall Pipeline and Pumping Predesign	596	101,730	400	150	-	55	-	605	102,335
Task 1.6 - Levee Crossing Predesign (MHM Task 1)	19	3,915	-	-	10,302	-	515	10,817	14,732
Task 1.7 - Geotechnical Exploration	143	18,872	600	269	110,755	87	5,538	117,249	136,121
Task 1.8 - Geotechnical Evaluation and Reports	193	28,562	-	104	-	10	-	114	28,676
Task 1.9 - DO Sag Analysis, Anti-Degradation Analysis, and & ROWD	298	56,648	6,300	467	-	677	-	7,443	64,091
Task 1.10 - 30% Design Development, Predesign Report, Schedule, and Cost Estimate	778	137,270	-	84	12,822	8	641	13,556	150,826
Task 1.11 - Predesign Meetings and Workshop	150	27,928	3,000	200	3,000	320	150	6,670	34,598
Task 1.12 - Surveying and Mapping	26	4,350	-	-	8,490	-	425	8,915	13,265
Task 1.13 - Utility Investigations	56	7,748	400	300	3,333	70	167	4,269	12,017
Task 2 - Right of Way Acquisition	53	9,445	-	-	167,486	-	8,374	175,860	185,305
Task 2.1 – Survey Support for Right of Way Acquisition	34	6,188	-	-	85,236	-	4,262	89,498	95,686
Task 2.2 - Appraisal and Acquisition Services	19	3,257	-	-	82,250	-	4,113	86,363	89,620
Task 3 - Design	3,086	512,216	6,200	223	48,451	642	2,423	57,939	570,155
Task 3.1 - Prepare 60% Design Documents	1,391	231,222	3,000	205	17,575	320	879	21,979	253,201
Task 3.2 – Prepare 90% Design Documents	981	162,948	3,000	18	15,869	302	793	19,983	182,931
Task 3.3 – Prepare 100% Design Documents	714	118,046	200	-	15,007	20	750	15,977	134,023
Task 4 - Environmental Services and Permitting	1,277	229,915	2,600	8,200	12,027	1,080	601	24,508	254,423
Task 4.1 – California Environmental Quality Act	1,277	229,915	2,600	8,200	12,027	1,080	601	24,508	254,423
Task 5 - Bid Services	224	36,911	600	5	19,279	60	964	20,908	57,819
Task 5.1 – Contractor Prequalification	62	11,304.0	200.0	4.6	6,554.0	20.5	327.7	7,106.8	18,410.8
Task 5.2 – Prepare Bid Documents	27	4,187.0	-	-	-	-	-	-	4,187.0
Task 5.3 – Contract Advertise and Award	106	17,177.0	400.0	-	10,189.0	40.0	509.5	11,138.5	28,315.5
Task 5.4 – Prepare Conformed Documents	29	4,243.0	-	-	2,536.0	-	126.8	2,662.8	6,905.8
Task 6 - Services During Construction	1,256	224,204	4,500	31	10,060	453	503	15,547	239,751
Task 6.1 – Office Services During Construction	1,256	224,204	4,500	31	10,060	453	503	15,547	239,751
Task 7 - Testing & Startup	678	141,098	2,800	14,426	17,000	1,723	850	36,799	177,897
Task 7.1 – Diffuser Performance Testing	622.0	130,626	2,500	14,426	17,000	1,693	850	36,469	167,095
Task 7.2 – O & M Staff Training	56.0	10,472	300	-	-	30	-	330	10,802
Task 8 - Construction Management	1,636	285,464	4,200	2,800	157,440	700	7,872	173,012	458,476
Task 8.1 – Document Management	416	51,036	800	-	10,090	80	505	11,475	62,511
Task 8.2 – Construction Contract Administration	1,032	198,824	-	-	-	-	-	-	198,824
Task 8.3 – Construction Field Inspections	188	35,604	3,400	2,800	147,350	620	7,368	161,538	197,142
Task 9 - Operations and Maintenance Manuals	112	20,812	-	500	-	50	-	550	21,362
Task 10 - Project Management	2,425	450,555	5,000	32	45,263	503	2,263	53,062	503,617
Task 10.1 - External Project Meetings	1,045	207,765	5,000	2	-	500	-	5,503	213,268
Task 10.2 - Develop and Maintain Project Management Tools	103	16,489	-	-	-	-	-	-	16,489
Task 10.3 – Project Controls and Invoicing	486	83,292	-	-	-	-	-	-	83,292
Task 10.4 – Project Team Coordination	541	98,990	-	30	-	3	-	33	99,023
Task 10.5 - Health and Safety	98	19,642	-	-	-	-	-	-	19,642
Task 10.6 – Subcontract Management	152	24,377	-	-	45,263	-	2,263	47,526	71,903
Task 11. California SRF Loan Application Support	292	49,864	-	124	-	12	-	136	50,000
Project Total without Supplemental Services (Task 12)	14,254	2,546,083	39,200	36,868	677,059	7,607	33,853	794,586	3,340,669
Task 12. Contingency	2,195	382,800	2,900	2,805	126,300	570	6,315	138,890	499,564
12.1 – Bathymetric Surveys in 2019, 2020 and 2021	158.0	30,312.0	150.0	150.0	67,900.0	30.0	3,395.0	71,625.0	101,937.0
12.2 – Environmental Impact Report	344.0	55,536.0	250.0	2,000.0	-	225.0	-	2,475.0	58,011.0
12.3 – Vacuum Assisted Siphon	462.0	96,034.0	900.0	-	10,000.0	90.0	500.0	11,490.0	85,398.0
12.4 – Archaeological Test Pits	272.0	44,728.0	1,600.0	650.0	20,000.0	225.0	1,000.0	23,475.0	68,203.0
12.5 – WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications	833.0	132,822.0	-	4.6	28,400.0	0.5	1,420.0	29,825.1	162,647.1
12.6 – Project Management for Contingency Tasks	126.0	23,368.0	-	-	-	-	-	-	23,368.0
Project Total with Supplemental Services (Task 12)	16,449	2,928,883	42,100	39,672	803,359	8,177	40,168	933,477	3,840,234

CH2M HILL ENGINEERS, INC.
Professionals and Technicians*
2018 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	$260
Principal Professional 2*	$234
Principal Professional 1*	$198
Sr. Professional 2*	$177
Sr. Professional 1*	$167
Project Professional 2*	$156
Project Professional 1*	$129
Staff Professional 2*	$126
Staff Professional 1*	$108
Engineering Technician	$190
Technician	$112
Office/Clerical	$112

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2018 through December 31, 2018; rates are subject to 3% escalation annually

A markup of 10% shall be applied to all Other Direct Costs and Expenses ; 5% markup shall be applied to Subconsultants

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

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.

Exhibit C

Public Works

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES CH2M HILL ENGINEERS, INC.

Brett Isbell
CH2M Hill Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SUBJECT: Wastewater Treatment Facility's Outfall and Diffuser Project

This Amendment to the Agreement for Professional Services dated July 18, 2018 is made and entered into as of the 12th day of July 2019 by and between the City of Yuba City ("City") and CH2M Hill Engineers, Inc. ("Consultant").

Whereas, by Agreement for Professional Services dated July 18, 2018 ("Prime Agreement"), City awarded to Consultant the development of construction design documents for the Wastewater Treatment Facility Outfall and Diffuser Project in the amount of $2,783,430. The parties agree to amend the contract provisions to be made part of the Prime Agreement as follows:

SECTION 1, SCOPE OF SERVICES

The following paragraph shall be added to the Scope of Services of the Prime Agreement:

Consultant shall perform the services described on **Exhibit A-1** which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

SECTION 3, COMPENSATION

The following paragraph will be added to the Compensation of the Prime Agreement:

Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A-1, which is attached hereto and incorporated herein by reference. In no event shall Consultant's additional compensation for the amended scope of services exceed one hundred sixty-two thousand eight hundred seventy-seven dollars ($162,877), for a contract total of **two million nine hundred forty-six thousand three hundred seven dollars ($2,946,307),** 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.

Except as amended in this Amendment No. 1, the terms and conditions of the Prime Agreement shall remain the same and shall be in full force and effect. This Amendment No. 1 is not effective until approved and executed by the authorized City representative.

We, the undersigned Consultant, agree that, if this Amendment is approved and executed by the City, we will furnish all materials, equipment, and services required, except as noted, to accomplish the above specified work, and will accept as full payment therefore the prices indicated.

Accepted:

Date: 7/8/2019

Brett Isbell
Designated Manager

Approved:

Date: 7/12/19

Diana Langley
Interim City Manager

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

EXHIBIT A-1

Amendment 1 - Attachment 1

Summary of Recommended Sediment Transport Evaluation Follow-Up Activities (New Task 13.2)
(River Bathymetry and Bedform Data Collections, Modeling, Analyses, and Reporting)
May 6, 2019

Topic and Issues	How it Informs the Project	Workplan to Address Issue	Estimated Level of Effort	Schedule Considerations
Spring 2019 Bathymetric Survey and ADCP Current Measurements *(will be allocated to Task 1.3.1.a)*	Provides updated river bed survey data to document response of Feather River bed to winter/spring 2019 high river flows. Provides key input to bedform modeling and elevation change predictions. Provides updated detailed river current velocities for model calibration update and for dilution modeling inputs.	Solmar Hydro Inc. (SHI) to perform 2019 river data collections in May rather than October 2019, along with ADCP current measurements to feed into diffuser design and site selection. Solmar Hydro Inc. (SHI) to perform 1.5-mile downstream longitudinal transect survey.	2019 Bathymetric Survey is already included under Task 12.1 and ADCP current measurements are already included under Task 1.2.b. River-bottom downstream longitudinal transect survey, data processing, and report (SHI) – $8,663 with Jacobs markup. Jacobs to review River-bottom downstream longitudinal transect survey and report. Additional Jacobs labor effort is approximately 6 hours for senior technical review. Jacobs to update the river bed profile and geomorphic evaluation in the draft Geomorphology, Sediment Transport, and Bedform Analysis TM. Additional Jacobs labor effort is approximately 40 hours for TM revisions and review. Additional cost is $20,000 for SHI subcontract and Jacobs labor, including project management.	Need to perform bathymetric survey in May 2019 to allow collected data to inform the dilution modeling and diffuser design and siting. Approximately 8 weeks to complete this work.
2019 Supplemental River Bedform Modeling and Evaluation *(will be allocated to Task 1.3.1.b)*	Provides additional river modeling and geomorphology analyses of the Feather River Study Reach to respond to enquiries from the City at the River Bedforms and Sediment Transport Workshop (January 2019), and to use the results in the Geomorphology, Sediment Transport, and Bedform Analysis TM for diffuser site selection.	Jacobs hydraulic modeler and geomorphologist will perform additional modeling and analyses of the Feather River Study Reach to expand and complete the development of the Geomorphology, Sediment Transport, and Bedform Analysis TM.	Jacobs will perform additional river modeling and geomorphology analyses of the Feather River to complete the development of the Geomorphology, Sediment Transport, and Bedform Analysis TM. Additional Jacobs labor effort is approximately 35 hours for senior modeler, 35 hours for geomorphologist, and 10 hours for senior technical reviews. Jacobs project manager and geomorphologist to attend and contribute to a new Diffuser Site Selection Workshop – 8 hours each. Senior modeler attends by phone – 4 hours. Additional cost is $25,000 for Jacobs labor.	This work has already been completed as part of the preparation of the draft Geomorphology, Sediment Transport, and Bedform Analysis TM.
2019 River-Bottom Geophysical Survey *(will be allocated to Task 1.3.1.c)* Unknown depth to bedrock (or hardened layers) below fluvial deposits in channel bed at potential diffuser sites between River Cross-sections 13-16. Data about the depth to bedrock would increase understanding of the potential for the channel to scour in this location, and in the exact siting and design of the diffuser structure.	Provides site-specific information on depth to bedrock for a more accurate determination of potential geomorphic risks associated with locating the diffuser, and a more detailed assessment for siting and design of the diffuser. This data collection will be used to update and refine geologic assumptions used in the geomorphic assessments and provide a more refined estimate of potential for these areas to be undermined/scoured for a range of hydrologic scenarios. Design team to also use this data to provide a more detailed estimate of diffuser pipe location and design concepts.	Solmar Hydro Inc. (SHI) will perform river-bottom geophysical surveys in the river immediately following the spring bathymetric survey work. A marine geophysicist will direct the data collections using Electrical Resistivity Tomography (ERT) and Refraction Microtremor (RM) methods to determine the depth to bedrock (or hardened layers) below fluvial deposits between River Cross-Sections 13-16. Refer to the Solmar Hydro Proposal (separate document).	River-bottom Geophysical Survey and Data Report (SHI) – $54,180 with Jacobs markup. Jacobs will review data report and incorporate into geomorphic evaluation in the Geomorphology, Sediment Transport, and Bedform Analysis TM. Additional Jacobs labor effort is approximately 40 hours of modeling with variations in substrate configuration to determine sensitivity of sediment assumptions on predicted bed changes, approximately 40 hours for TM revisions, and approximately 5 hours for senior technical reviews. Additional cost is $75,000 for SHI subcontract and Jacobs labor, including project management.	Need to perform river-bottom survey coordinated with the bathymetric survey in May 2019 to optimize cost of survey vessel and SHI staff. Data to inform the diffuser design and siting.
Bedform Evaluation Update to Address Downstream Channel Constriction *(will be allocated to Task 1.3.1.d)* The significant "sediment mound" at the south end of the project study reach is a channel depth constriction that appears to control channel bed stability and depths at Cross-Sections 13-16 (target diffuser site).	The stability of the downstream "sediment mound" is key to the long-term stability of the channel bed between Cross-Sections 13-16 and additional modeling and analyses will inform assessment of bedform risks at the target diffuser site. Additional analyses will improve our understanding of the stability this feature, indicate potential future changes to the channel bed elevation at Cross-sections 13-16, and reduce uncertainty in design.	Integrate CVFED HEC-RAS (2011?) cross-sections into SRH-2D model to determine channel bed and hydraulic slope for several miles downstream of the Study Reach to determine the potential erodibility of sediment mound and potential bed elevation changes at Cross-Sections 13-16. Rerun hydraulic and sediment model for range of hydrologic and hydraulic scenarios to determine stability of this feature.	Jacobs will conduct modeling and update geomorphic evaluation in the Geomorphology, Sediment Transport, and Bedform Analysis TM. Additional Jacobs labor effort is approximately 50 hours of modeling, 40 hours of geomorphic evaluation, and 40 hours of TM revisions and review. Additional cost is $30,000 for Jacobs labor, including project management.	Approximately 3 weeks to complete this work following the bathymetric survey (May 2019) to inform the diffuser design and siting.
		Total Cost:	$150,000 + $12,877* = $162,877.00	

* Supplemental Drone Survey completed in 2018 in the amount of $12,877

Yuba City WWTF Outfall and Diffuser Project

Amendment 1 - Summary

This Amendment 1 is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work) to the Yuba City Wastewater Treatment Facility Outfall and Diffuser Project. Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Amendment 1 includes scope and funding to supplement two items for follow-on work for the predesign phase of the Yuba City Wastewater Treatment Facility Outfall and Diffuser Project.

Item 1A - Supplemental Drone Survey

Item 1A will provide supplemental site topography with 1-foot contours and a digital terrain model using data from an Unmanned Aircraft System (UAS) technology to supplement bathymetric surveys completed in the fall of 2018. The following attachments are included as follows:

- Attachment A1: Supplemental Drone Survey Scope of Work and Fee Estimate

Item 1B - River Bedform and Sediment Transport Follow Up Items

Item 1B will provide additional river bedform and sediment transport modelling and evaluation under Task 1.3 and 12.1 with follow up analysis to refine the selection of the river diffuser location. Amendment 1 will add additional scope and funding to Task 1.3 and Task 12.1 from the original Project Scope of Work. Subtasks for new follow up work are identified under Task 1.3.1 and 12.1.1. Attachments are included as follows:

- Attachment A2: River Bedform and Sediment Transport Follow Up Scope of Work and Fee Estimate

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in the following table and are based on the same rates as contracted for the City's Outfall and Diffuser Project.

Item	Services	Hours	Jacobs Total Labor	Total Expenses	Total Fee Estimate
1A	Supplemental Surveys to Support River Bathymetry	15	$2,778	$10,099	$12,877
1B	Sediment Transport Follow-Up Items	425	$86,640	$63,360	$150,000
	Amendment 1 Total				$162,877

Current Contract Value

The table below summarizes the new total contract value to date including this amendment.

Description	Total Fee Estimate
Original Contract Value	$2,783,430
Amendment 1	$162,877
New Contract Value	$2,946,307

Yuba City WWTF – Outfall and Diffuser Project Amendment 1A – Supplemental Surveys to Support River Bathymetry

Scope of Work

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Amendments to Tasks 1 and 10 as described below, including listed subtasks, are included in this Scope of Work.

Task 1. Predesign

JACOBS will complete additional predesign tasks as outlined below.

Task 1.2 – River Bathymetry and Data Collections

1.2.c Supplemental Surveys to Support River Bathymetry

- Jacobs will subcontract with MHM to provide supplemental aerial mapping surveys for the Shanghai Bend Falls Area and the Hock Farm Area as described below.
- The consultant shall use data derived from Unmanned Aircraft System (UAS) technology to provide site topography with 1-foot contours, and this data will also be joined into a seamless three-dimensional reconstruction of the ground surface. The topography will include the terrain as well as aboveground features such as rocks, structures, and treetops. The limits of this work in mostly within the river banks so there are no structures. This surface will be produced as georeferenced .tiff files which are compatible for use Geographic Information Systems (GIS) like any other elevation raster. Post-processing of UAS data will also generate contours from the topographic surfaces as GIS shapefiles or ACAD dwg files. The positional accuracy relative to project control, of the data collected shall be a standard error of less than 0.10 ft on hard surface topography and less than 0.50 ft on soft surface topography. All control surveys will be conducted utilizing the most efficient combination of Global Positioning System (GPS) technology and conventional survey methods. The method used to capture the point data will be controlled by the accuracy specifications required by the project specifications.
- Captured point data from initial control surveys will be immediately evaluated and post processed to conform to the project accuracy standards. The processed control data shall be adjusted and calibrated to the most current documentation of NAD83 and NAVD88 by the National Geodetic Survey. All point data captured for the topographic mapping will be post processed and exported in an ASCII format and imported into an electronic drawing file to initiate the development of the final base mapping.

City Involvement:

- None

Assumptions:

- None

Deliverables:

- Aerial Topographic Mapping
- Aerial Imagery
- Survey Control Data Sheet
- Digital Terrain Model (DTM)

Task 10. Project Management

JACOBS will complete project management tasks as outlined below.

Task 10.6 – Subcontract Management

JACOBS will manage the performance of our subconsultants to comply with the scope of work, schedule, and budget described in this amendment. This task includes setting up subconsultant contracts and required pre-procurement reviews, reviewing monthly subconsultant invoices and progress reports, and monitoring and tracking subconsultant payments.

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in Appendix A and are based on the same rates as contracted for the City's Outfall and Diffuser Project.

Appendix A
Fee Estimate

Engineering Services Estimate
Supplemental Surveys to Support River Bathymetry
City of Yuba City, California

Task & Year	Jacobs Total Hours	Jacobs Total Labor	Travel	Expense	10% ODC & Travel Markup	Subcontract	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Task 1.2.c - Supplemental Surveys to Support River Bathymetry					10%		5%		
2019	4								
Subtotal Labor & Expenses	$936		$0	$0	$0	$9,618	$481	$10,099	$11,035
Task 10 - Project Management									
2018	11								
2019	0								
Subtotal Labor & Expenses	$1,842		0	0	$0	0	$0	$0	$1,842
Total Hours	15								
Total Labor & Expenses	$2,778		$0	$0	$0	$9,618	$481	$10,099	$12,877

Yuba City WWTF Outfall and Diffuser Project

Amendment 1B – Sediment Transport Follow-Up Items

Scope of Work

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

This Scope of Work is for River Bedform and Sediment Transport Follow Up Activities. This amendment will add additional scope and funding to Task 1.3, Task 10, and Task 12.1 from the original Project Scope of Work. The intent is to finish the river bedform and sediment transport modelling and evaluation started under Task 1.3 and 12.1 with follow up analysis to refine the selection of the river diffuser location.

The total cost estimate is $149,923 (Appendix A). The consultant is not obligated to spend above this amount.

Task 1. Predesign

Task 1.3 River Bedform and Sediment Transport Modeling

River Bedform and Sediment Transport Follow Up

This subtask is follow-up work to Task 1.3. Original task objectives that are still relevant include: 1) utilize new field data to support stability assessment and sediment transport modeling analysis; 2) further develop understanding of short term and long-term geomorphic processes in project reach; 3) continue to conduct channel stability assessment to support optimal placement for proposed outfall and diffuser; and 4) inform outfall diffuser design to maintain functionality through foreseeable variability in sediment bedload transport and bedform conditions. Work activities will include:

Spring 2019 Bathymetric Survey and ADCP Current Measurements

- River data collections, along with ADCP current measurements, will be completed under Task 12.1.
- Provide senior technical review of river-bottom downstream longitudinal transect survey and report.
- Provide updated river bed survey data of Feather River during winter/spring 2019 high river flows.
- Provide updated detailed river current velocities for model calibration update and for dilution modeling inputs.

- Revise the river bed profile and geomorphic evaluation in the draft Geomorphology, Sediment Transport, and Bedform Analysis TM to incorporate new river data and further calibrate dilution model.

2019 Supplemental River Bedform Modeling and Evaluation

- Perform additional modeling and analyses of the Feather River Study Reach to expand and complete the development of the Geomorphology, Sediment Transport, and Bedform Analysis TM.
- Respond to enquiries from the City at the River Bedforms and Sediment Transport Workshop (January 2019), about river modeling and geomorphology questions of the Feather River Study Reach.
- Select a recommended diffuser site selection based off further river modeling and geomorphology analysis.
- Prepare for, attend, and contribute to diffuser site location discussion at Diffuser Site Selection Workshop.

2019 River-Bottom Geophysical Survey

Unknown depth to bedrock (or hardened layers) below fluvial deposits in river channel bed at potential diffuser sites between River Cross-sections 13-16 need to be investigated. Data about the depth to bedrock would increase understanding of the potential for the channel to scour in this location, and in the exact siting and design of the diffuser structure.

- Review results of River-bottom Geophysical Survey and Data Report prepared under Task 12.1 below.
- Update and refine geologic assumptions used in the geomorphic assessments and provide a more refined estimate of potential for these areas to be undermined/scoured for a range of hydrologic scenarios.
- Provide a more detailed estimate of diffuser pipe location and design concepts, using the refined geologic assumptions.
- Refine development of the Geomorphology, Sediment Transport, and Bedform Analysis TM to incorporate new information and results.

Bedform Evaluation Update to Address Downstream Channel Constriction

The significant "sediment mound" at the south end of the project study reach is a channel depth constriction that appears to control channel bed stability and depths at Cross-Sections 13-16 (target diffuser site). Additional modeling and analyses will inform assessment of bedform risks at the target diffuser site.

- Integrate CVFED HEC-RAS cross-sections into SRH-2D model to determine channel bed and hydraulic slope for several miles downstream of the Study Reach to determine the potential erodibility of sediment mound and potential bed elevation changes at Cross-Sections 13-16.
- Perform additional analyses to improve understanding of the stability of the downstream channel feature, indicate potential future changes to the channel bed elevation at Cross-sections 13-16, and reduce uncertainty in design.
- Rerun hydraulic and sediment model for range of hydrologic and hydraulic scenarios to determine stability of the downstream channel feature.
- Refine development of the Geomorphology, Sediment Transport, and Bedform Analysis TM to incorporate new information and results.

City Involvement:

- Provide reviews and input during project review meetings and to the technical memorandum.
- Attends and provides input during Diffuser Site Selection Workshop.

Assumptions:

- Bathymetric survey will be completed in May 2019 to allow collected data to inform the dilution modeling and diffuser design and siting. Dilution modeling and diffuser siting work will take approximately 8 weeks and can't begin until the bathymetric survey (May 2019) is complete.
- River-bottom survey will be performed in coordination with the bathymetric survey in May 2019 to optimize cost of survey vessel and SHI staff.
- Bedform evaluations to address the downstream channel constriction can't occur until the bathymetric survey (May 2019) has been completed, this will take approximately 3 weeks to complete this work.

Deliverables:

- Diffuser Site Selection Workshop presentation and materials
- River-bottom Geophysical Survey and Data Report
- Final Geomorphology, Sediment Transport, and Bedform Analysis Technical Memorandum

Task 10. Project Management

Jacobs will complete project management tasks as outlined below.

Task 10.3 – Project Controls and Invoicing

Jacobs project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices (including subconsultant invoices) and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status for the work added by this amendment.

City Involvement:

- Review and approve monthly invoice.

Assumptions:

- Budget status burn charts are not included.

Deliverables:

- Monthly invoices and Project Status Reports

Task 10.4 – Project Team Coordination

Jacobs will conduct the following internal team coordination activities:

- Regular project team coordination meetings

Task 10.6 – Subcontract Management

Jacobs will manage the performance of our subconsultants to comply with the scope of work, schedule, and budget. This task includes setting up subconsultant contracts and required pre-procurement reviews, reviewing monthly subconsultant invoices and progress reports, maintaining annual insurance and safety documents, and monitoring and tracking subconsultant payments.

Task 12. Supplemental Services

12.1 – Bathymetric Surveys in 2019, 2020 and 2021

Jacobs will subcontract with Solmar Hydro to complete the following activities:

- Perform river-bottom geophysical surveys in the river immediately following the spring bathymetric survey work. A marine geophysicist will direct the data collections using Electrical Resistivity Tomography (ERT) and Refraction Microtremor (RM) methods to determine the depth to bedrock (or hardened layers) below fluvial deposits between River Cross-Sections 13-16.
- Provide site-specific information on depth to bedrock for a more accurate determination of potential geomorphic risks associated with locating the diffuser, and a more detailed assessment for siting and design of the diffuser.
- Provide river-bottom Geophysical Survey Data and Report.
- Perform 1.5-mile additional bathymetric survey along the river thalweg downstream of the current study area to investigate the changes in the sand bench downstream of the study area.

City Involvement:

- Facilitate access to secure survey benchmarks to allow for locating Trimble base RTK station on tripod during bathymetric survey and field data collection days.

Assumptions:

- Field services will be conducted in accordance with JACOBS's Field Safety Instructions (FSI) for this project. Vessel safety and operational safety will be the responsibility of the hydrographic surveyor. For safety reasons, all field activities on the river will be limited to daylight hours. These field measurements are assumed to require four to six consecutive field days on the Feather River.
- Prior to mobilizing personnel and equipment for the week of survey work, river flow and stage forecasts will be evaluated to decide if adequate and safe river conditions are forecast for the work period. Seasonal river flows will not restrict boat access and data acquisition to the point of damage or imminent danger to personnel and equipment.
- All deliverables will be provided to City in an electronic file format (pdf) and limited hard copies can be provided on request.

Deliverables:

- A concise bathymetric survey report will be produced, and report charts will be provided. The report charts will include depth contours at 1-foot intervals, color TIN (Triangulated Irregular Networks), and track-lines. Report charts will be produced in the horizontal and vertical datum defined above. This report will describe the control used for the survey, data acquisition methodology, calibrations, and data processing procedures. Report deliverables will include an ASCII file of the XYZ data, AutoCAD and Civil 3D DWG files.
- River-bottom Downstream Longitudinal Transect Survey and Report

Project Schedule

Delivery of the activities described in this amendment is controlled by the completion of the bathymetric survey, river-bottom geophysical survey, and river-bottom downstream longitudinal transect survey. These surveys are needed to refine the riverbed and geomorphic analysis and modeling. Bedform evaluations to address the downstream channel constriction can't occur until the bathymetric survey (May 2019) has been completed, this will take approximately 3 weeks to complete this work.

Furthermore, other tasks such as the dilution modeling and diffuser design (Task 1.4) can't begin until the bathymetric survey (May 2019) is complete. Immediately upon issuing a Notice to Proceed, Jacobs will subcontract with Solmar Hydro Inc. (SHI) to perform the bathymetric, river-bottom geophysical, and river-bottom downstream longitudinal transect surveys.

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in Appendix A and are based on the same rates as contracted for the City's Outfall and Diffuser Project.

Appendix A
Fee Estimate

Yuba City WWTF Outfall and Diffuser Project
Sediment Transport Follow-Up Items
APPENDIX A. JACOBS FEE ESTIMATE

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTP Outfall and Diffuser	2018 2019 2020 2021 2022 2023 PDC	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Amendment 18										
River Bedform and Sediment Transport Follow Up Task										
Subtask 1.3 - Spring 2019 Bathymetric Survey and ADCP Current Measurements										
Subtotal - Subtask 1.3 - Spring 2019 Bathymetric Survey and ADCP Current Measurements		40	$ 7,893	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,893
Subtotal - Subtask 1.3 - 2019 Supplemental River Bedform Modeling and Evaluation		109	$ 22,866	$ 200	$ 100	$ -	$ 30	$ -	$ 330	$ 23,196
Subtotal - Subtask 1.3 - 2019 River-Bottom Geophysical Survey		80	$ 17,078	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,078
Subtotal - Subtask 1.3 - Bedform Evaluation Update to Address Downstream Channel		129	$ 28,151	$ -	$ 170	$ -	$ 17	$ -	$ 187	$ 28,338
Subtotal - Task 10 - Project Management		56	$ 8,452	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,452
Subtotal - Subtask 12.1 - River-bottom Geophysical Survey and Downstream Longitudinal Transect Survey		11	$ 2,200	$ -	$ -	$ 8,250	$ -	$ 413	$ 8,663	$ 65,043
River Bedform and Sediment Transport Follow Up Task Hours		425								
River Bedform and Sediment Transport Follow Up Task Budget			$ 86,640	$ 200	$ 270	$ 59,850	$ 47	$ 2,993	$ 63,360	$ 150,000

TOTAL $ 150,000

Exhibit D

Public Works

AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
CH2M HILL ENGINEERS, INC.

CH2M Hill Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SUBJECT: Amendment No. 2 to Scope of Services for Yuba City WWTF - Outfall and Diffuser Project

This Amendment to the Agreement for Professional Services dated July 18, 2018 ("Second Amendment") is made and entered into as of the 10th day of July 2020 by and between the City of Yuba City ("City") and CH2M Hill Engineers, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated July 18, 2018 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Outfall and Diffuser Project in the amount of $2,783,430.00.

Whereas, the City Manager approved Amendment No.1 to the Prime Agreement on July 12, 2019.

Whereas, the Parties desire to amend the Prime Agreement for a second time to provide for additional tasks, and updated scope of service, revised compensation, and other items related to the Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 3, Compensation, of the Prime Agreement is amended to add the following:

   For services rendered by Consultant under this Amendment No. 2 to the Prime Agreement as outlined above, Consultant is authorized to transfer $289,786 from Task 3 (Design) of Prime Agreement to other appropriate tasks to complete the scope of work described in Exhibit "A". The total cost of Amendment No. 2 shall not exceed $289,786. The City shall consider adding additional funds needed to complete Task 3 at a later date if decided to proceed with the final design.

2. Except as amended in this Second Amendment, the terms and conditions of the Prime Agreement (attached as Exhibit "B") and First Amendment (attached as Exhibit "C") shall remain the same and shall be in full force and effect. This Second Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

Diana Langley

Diana Langley, Interim City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon Chaffin, City Attorney

CONSULTANT:

CH2M HILL ENGINEERS, INC.

July 14, 2020

Name: Lisa Alliger, PE

Title: Designated Project Executive

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.
Attachments:

Exhibit A: Amended Exhibit A to Prime Agreement
Exhibit B: Prime Agreement
Exhibit C: Amendment No. 1 (First Amendment)

Exhibit A

1201 Civic Center Boulevard • Yuba City, California 95993 • YubaCity.net

Yuba City WWTF Outfall and Diffuser Project

Amendment 2 - Summary

This Amendment 2 is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work) to the Yuba City Wastewater Treatment Facility Outfall and Diffuser Project (Project). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Amendment 2 includes scope and funding to supplement two items for follow-on work: 2A) for the predesign phase of the Project and 2B) for the Advanced Treatment Study to evaluate alternative treatment options to the Project. The City directed Jacobs to stand-down work on transitioning to final design activities for the Project on February 24, 2020, while a brief Advanced Treatment Study was conducted. However, there was some finalization of predesign activities and project management activities that were authorized by the City to continue during the Stand-down period. Scope and funding of these activities are included in item 2A.

Item 2A – Predesign Follow-up Work and Activities during Stand-down Period

Item 2A will provide additional support for activities during the predesign phase including effluent pumping system testing support, in-river geotechnical boring permitting support, dynamic modeling support, spring season bathymetry surveys, and project management support. Additional Project elements were included in the predesign than were previously scoped including a levee access ramp, a surge control system, a hydraulic and scour analysis, WWTF pump station modifications, and an additional predesign workshop.

Item 2A also includes project management activities and continuation of authorization predesign activities during the stand-down period.

The following attachments are included as follows:

- Attachment 2A: Predesign Follow-up Work Scope of Work and Fee Estimate

Item 2B – City of Yuba City WWTF Advanced Treatment Study

Item 2B will provide WWTF staff an advanced treatment study to validate their current WWTF improvement and regulatory compliance strategy. At the completion of the WWTF Outfall and Diffuser predesign phase the City has opportune time for conducting this study given the potential need to invest up to approximately $35 million to construct the Outfall and Diffuser Project. The study will compare relative costs, advantages and disadvantages for continued operation of the WWTF (as configured currently with the construction of the new proposed Diffuser) with one or two alternative configurations for advanced treatment, in conjunction with a side-bank point discharge into the Feather River per detailed scope of work for the advanced treatment study.

Amendment 2 will add additional scope and funding to the original Project Scope of Work under a new Task 13 for this study. Subtasks for new Task 13 will include subtask 13.1 - Project Development Assistance, subtask 13.2 – Advanced Wastewater Treatment Study, subtask 13.3 – Project Management, and subtask 13.4 – Owner's Authorized Supplemental Services. Approximately $40,000 will be included in subtask 13.4 for an owner's authorized supplemental services to be utilized upon City approval of scope and fee, if needed.

Attachments are included as follows:

- Attachment 2B: City of Yuba City WWTF Advanced Treatment Study Scope of Work and Fee Estimate

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in the following table and are based on the same rates as contracted for the City's Outfall and Diffuser Project.

Item	Services	Hours	Jacobs Total Labor	Total Expenses	Total Fee Estimate
2A	Predesign Follow-up Work and Activities during Stand-down Period	892	$159,339	$10,410	$169,749
2B	City of Yuba City WWTF Advanced Treatment Study	565	$119,274	$762	$120,037
	Amendment 2 Total				$289,786

Current Contract Value

The Amendment 2 budget of $289,786 will be funded by a portion of the existing authorized contract tasks such as Task 3 Final Design budget of $570,154 for the Project. If the final design of the Project is authorized by the City in late 2020, funds will be added by separate amendment to replace Task 3 funds.

The table below summarizes the new total contract value to date including this amendment.

Description	Total Fee Estimate
Original Contract Value	$2,783,430
Amendment 1	$162,877
Amendment 2	$0
New Contract Value	$2,946,307

Attachment 2A: Predesign Follow-up Work Scope of Work and Fee Estimate

Yuba City WWTF Outfall and Diffuser Project

Amendment 2: Item 2A

Predesign Follow-Up Work

Scope of Work

This Scope of Work is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

This Scope of Work is for 30% predesign follow-on activities. This amendment will add additional scope and funding to Task 1, Task 2, Task 4, Task 10, and Task 12 from the original Project Scope of Work. The intent is to supplement the existing predesign budgets for additional authorized activities that occurred during the Predesign phase.

The total cost estimate is $169,749 (Appendix A). The consultant is not obligated to spend above this amount. Additional activities such as final design elements from the recommendations included in the final Predesign Report and other services like engineering services during construction, startup and testing, and construction management are not included in this amendment, and will need to be contracted separately if needed by the City.

Task 1. Predesign

Task 1.5.b – Pumping Predesign

Effluent Pumping System Testing Support

This subtask is follow-on work to Task 1.5.b for refinement of the hydraulic model and additional model calibration required to resolve inconsistencies observed following field pumping tests. Work activities included:

- Evaluate field test data to reconcile inconsistencies in pumping system behavior (up to 3 new model revisions).
- Attend field testing and assist in collection of field test data on February 5, 2020 by two Jacobs team members.
- Revise and calibrate effluent pumping hydraulic model to estimate the required TDH at the pump station for the selected pipeline alignment alternative and the design flow projections.
- Reengage pump vendors for revised pump selections.
- Revise Predesign Report Appendix E: Hydraulic Evaluation Technical Memorandum to incorporate field test results and generate recommendations for pumping system upgrades.

- Evaluate existing effluent pipeline air release valve at existing levee crossing and provide recommendation for a new combination air release valve.
- Conduct conference call meeting with City staff on March 5, 2020.
- Develop recommendations for additional City field pump testing.

City Involvement:

- Perform pumping tests and provided resultant flows and pressures for multiple pumping scenarios, up to 3 times.
- Attend and assist in field calibration testing on February 5, 2020.

Assumptions:

- None.

Deliverables:

- Revised Predesign Report Appendix E: Hydraulics Evaluation Technical Memorandum in the final Predesign Report.
- Combination air release valve recommendation for existing levee crossing.
- Recommendations for additional City field pump testing.

Task 1.9 – DO Sag Analysis, Anti-Degradation Analysis, and ROWD

Dynamic Modeling Support

This subtask was developed at the request of the City to support dynamic modeling analyses conducted by Larry Walker & Associates (LWA) with data provided by Jacobs. Dynamic modeling objectives include applying hydraulic modeling results and replacement outfall diffuser design configuration and modeling results developed by Jacobs as inputs to support LWA dynamic modeling of ammonia and copper discharges to the Feather River. Work activities include:

- Develop approaches to pursuing dynamic modeling of ammonia discharges to Feather River through discussions with City. Review of objectives, approach, and inputs required for the dynamic modeling in coordination with LWA.
- Develop and provide the following inputs for dynamic modeling:
    - Draft profile drawing of new river diffuser
    - Summary of replacement diffuser configuration and model inputs (no. ports, spacing, horizontal and diffuser port orientation, port elevation, river bed elevation, effective port diameter, port velocities)
    - CORMIX2 model runs for diffuser at river Section 14.4 (CMX and PRD files)
    - Tideflex hydraulic system analysis for TFD Series 35 check valve ports (HC 733) for full range of effluent flow (existing through buildout) and effective port diameters summary
    - Table summary of river velocities, water depths, and water surface width at Section 14.4 for a wide range of river flows from 1,000 cfs to a 100-yr flood (311,400 cfs) flow
    - River stage/discharge rating curve, and results for river flow and stage that constitutes bank-full condition
- Review the draft dynamic modeling results and technical memorandum developed by LWA and provided by the City for inclusion in the final Predesign Report.
- Incorporate a concise summary of the dynamic modeling results into the body of the final Predesign Report and the complete LWA Dynamic Modeling Technical Memorandum as an appendix.

City Involvement:

- Provide direction and coordination with LWA during development of dynamic modeling.
- Provide coordination of dynamic modeling results with Jacobs.

Assumptions:

- Dynamic modeling results and technical memorandum will be provided to Jacobs by the City in an electronic file format (pdf) and tables in Word format for use in the final Predesign Report.

Deliverables:

- Input files for dynamic modeling to City and LWA in early December 2019.
- Provide review comments to the City.

Task 1.10 – 30% Design Development, Predesign Report, Schedule, and Cost Estimate

This subtask adds two additional design elements to the 30% design and cost estimate. The City requested predesign of a levee ramp for construction traffic access and City operations and maintenance access. This subtask also adds a surge analysis to determine the need for protective measures to protect the existing outfall pipeline and new outfall pipeline extension. Work activities include:

Predesign for Levee Access Ramps

- Develop a 30% design including plan sheet with levee access ramp alignments, grading details and sections, access from Garden Hwy, and security considerations.

Predesign for Surge Control System

- Prepare a transient analysis and model of the existing outfall pipeline and proposed outfall pipeline extension, make recommendations to protect the outfall pipeline against surge, and document the findings and recommendations in a technical memorandum.
- Incorporate an initial surge tank concept description into the final Predesign Report and Appendix B: Design Criteria.

City Involvement:

- Provide direction on which predesign elements will be retained for inclusion in the final Predesign Report and appendixes.

Assumptions:

- No surge control design drawings are included.

Deliverables:

- Construction Access Ramps Plan Sheet including grading details and sections for incorporation in the 30% drawings.
- Surge criteria for incorporation in Appendix B: Design Criteria.
- Appendix D: Transient Analysis Technical Memorandum provided in electronic file format (PDF) and included in the final Predesign Report.

Task 1.11 – Predesign Meetings and Workshops

This subtask adds an additional predesign workshop as requested by the City to review the main predesign elements and to prepare for the City Council meeting that will authorize final design of the project. Work activities include:

Predesign Review Workshop

- Prepare for and attend a predesign workshop at the WWTF on January 30, 2020 to discuss project elements and finalize predesign phase.
- Provide information needed by the City to prepare draft and final staff reports for the City Council meeting that will authorize final design.

City Involvement:

- Provide direction on which predesign elements will be retained for inclusion in the final Predesign Report and appendixes.
- Provide a copy of the draft City Council staff report.

Assumptions:

- None.

Deliverables:

- Inserts for the City Council staff report as requested.
- Meeting summary of predesign workshop.

Task 2. Right of Way Acquisition

This modification reduces the assumed effort for property acquisition for valuation and appraisal review based on the number of parcels anticipated for property acquisition following completion of the project predesign and uses the available budget to support right-of-entry acquisitions, landowner consultation services, and encroachment permit support. Jacobs will provide these additional services up to the limit of the re-allocated budget. There is no change to the original Task 2 budget for this scope change.

Task 2.1.b – Right-of-Entry Agreement from Existing Landowners

BRI will complete a Real Estate Estimate for three parcels to be provided by Jacobs. Real Estate Estimate will be provided by January 9, 2020.

Task 2.2.a – Valuation Services

Reduce the total number of assumed parcels from 6 to 4.

Task 2.2.b – Appraisal Review

Reduce the total number of assumed parcels from 6 to 3.

Task 2.2.c – Acquisition Services

BRI will assist Jacobs with conducting preliminary landowner meetings, encroachment permit support, and Right of Entry support.

City Involvement:

- None.

Assumptions:

- None.

Deliverables:

- Real Estate Estimate for three parcels: State of California Fish and Wildlife, Netherby, and Yokohari.
- Right-of-Entries for four parcels: State of California Fish and Wildlife, Red Hawk Farms, Tahkar, and Yokohari.

Task 4. Environmental Services and Permitting

Task 4.3 – Levee Permit

This amendment adds a new subtask as described below.

Task 4.3.1 - Central Valley Flood Protection Board Hydraulic and Scour Analysis
This subtask was developed in response to the request of the Central Valley Flood Protection Board (Board) to demonstrate water surface elevation changes and any scour effects from the new YC outfall diffuser structure and trap structure in the Feather River floodplain. Hydraulic and bed scour modeling will be conducted in accordance with the Modeling Work Plan that is approved by the Board and USACE, as appropriate. Work activities include:

- Develop a Draft Hydraulic Flood and Scour Modeling Work Plan that is consistent with the USACE River Hydraulics Engineering Manual 1110-2-1416 and other guidance documents, as appropriate. Incorporate 60% design drawings to illustrate the project elements in the river floodplain, limited above grade exposure, and rock protection measures.
- Submit the Draft Hydraulic Flood and Scour Modeling Work Plan to the Board for review prior to initiating detailed modeling.

City Involvement:

- Provide support and coordination with the Board on the Modeling Work Plan submittal.
- Review and comment on draft Modeling Work Plan. City will provide one set of adjudicated comments within two weeks of receiving draft documents.

Assumptions:

- This amendment will add scope and budget for the development of a Draft Hydraulic Flood and Scour Modeling Work Plan that will be communicated to the Board. Hydraulic and bed scour modeling work will be conducted under this task with additional authorized budget from another amendment after final design has been authorized to continue by the City.
- A concise Modeling Work Plan will be reviewed by the Board and USACE. Board and USACE review of modeling plan could lead to additional modeling effort beyond this scope and fee estimate.

Deliverables:

- Hydraulic Flood and Scour Modeling Work Plan (draft and final) in electronic file format (PDF).

Task 4.4 – Other Permits

This subtask is follow-on work to Task 4.4. Original task objectives that are still relevant include obtaining authorization for the in-water geotechnical borings under various state and federal permits and related consultation processes. The original tasks are supplemented with the following:

In-Water Geotechnical Boring Permit Support

- The list of permits for the geotechnical borings are the same as the original scope. Supplemental activities include preparing supplemental information requested by review agencies, including a detailed description of boring equipment and operations (in-water and on land), researching noise impacts of standard penetrometer tests (most research is on pile driving), calculation of in-water noise levels and contours, and analysis of potential impacts to fish.

City Involvement:

- No change from original scope.

Assumptions:

- Jacobs has provided an allowance of $27,100 to support additional information requests. Jacobs will not be obligated to spend more than this allowance.
- The ongoing consultation processes being led by the USACE, Section 408 Program, will not result in any substantial new data requests or new technical studies other than those information requests described above.

Deliverables:

- Biological Technical Memorandum in electronic file format (PDF).

Task 10. Project Management

The purpose of this task is to provide additional project management services for the work added by this amendment as described below to supplement the currently scoped services. All other existing City involvement items, assumptions, and deliverables described in the currently scoped project management services will apply to this work as well. Jacobs will complete additional project management tasks as described below.

Task 10.3 – Project Controls and Invoicing

Jacobs project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices (including subconsultant invoices) and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status for the work added by this amendment.

This subtask also includes scoping for this amendment, including meetings with City staff, and preparing draft and final scope of work and fee estimate.

Task 10.7 – Project Management During Stand-down

Jacobs will perform additional project management tasks during the stand-down period of the Project requested by the City while an advanced treatment evaluation is completed for the WWTF, between the completion of the Predesign Phase and authorization of the 60% Design Phase. Work activities include the following:

- Additional email and phone coordination with City during the stand-down period.
- Additional team coordination for authorized activities to continue during the stand-down period.
- Conduct re-chartering meeting with project team following the stand-down period.
- Update the project schedule included in the final Predesign Report (Section 10).

City Involvement:

- Provide approval regarding which project activities are to continue during the stand-down period.
- Provide direction to Jacobs regarding timing and completion of stand-down period.

Assumptions:

- Stand-down period is anticipated to last 9 months from March 2020 through November 2020.

Deliverables:

- Updated project schedule to be completed following completion of the stand-down period.

Task 12. Supplemental Services

Jacobs will complete the following additional supplemental services as described below.

Task 12.1 – Bathymetric Surveys in 2019, 2020, and 2021

This amendment adds the following services to the Bathymetric Surveys in 2020 and 2021:

- The original project scope envisioned bathymetric surveys in 2019, 2020, and 2021 to be completed in the fall when Feather River flows were at the lowest for the year, thus minimizing the river surface area to be surveyed. The City and Jacobs agreed to complete the 2019 supplemental survey during the spring season in order to incorporate survey data into the project predesign.
- Subsequent surveys in 2020 and 2021 are also intended to be completed during the spring season. Additional budget is provided for each annual survey for either river flows between 3,000 cfs and 5,000 cfs ($2,500), or an additional allocation for river flows above 5,000 cfs ($4,800). These additional costs are offset by $2,100 of remaining budget not utilized for in-river instrument maintenance.

Task 12.5 – WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications

This subtask updates the existing optional Task 12.5 following completion of the final Predesign Report. The City has authorized Jacobs (under optional Task 12.5) to complete the WWTF Effluent Pump Station, Flow Metering, and Yard Piping modifications including final design and bid services. As part of the predesign phase, evaluation of the City's existing WWTF effluent pumping system recommended that three existing pumps be replaced. The original scope of work assumed up to 6 drawings – following completion of predesign the drawing list was revised to add an additional 7 drawings, some of which will be shared with the new surge control system. This amendment adds predesign for the additional drawings described in the Predesign Report for WWTF effluent pump station modifications.

City Involvement:

- Review 30% design descriptions in the Predesign Report and cost estimate and provide review comments.

Assumptions:

- Another amendment will fund development of 60%, 90% and 100% design drawings, specifications, cost estimate, and quality control review.

Deliverables:

- Description of planned effluent pumping station modifications in Predesign Report.

Project Schedule

The start date for delivery of the activities described in this amendment is controlled by the approval of the project predesign by the City Council. The activities described above will delivered on a schedule that is mutually agreeable to the City and Jacobs.

Rates and Fees for Engineering Services

The estimated fee for the proposed engineering services is shown in Appendix B and is based on the rates as contracted for the City's Outfall and Diffuser Project.

Appendix A
Updated Drawing List

Appendix A – Updated Drawing List

Sheet Number	Drawing Number	Description	Originally Scoped Sheets	Delivered 30%	Final Design Total	Notes
General			**12 Sheets**	**10 Sheets**	**12 Sheets**	
1	G-1	Cover Sheet, Vicinity and Location Maps	X	X	X	
2	G-2	Sheet List	X	X	X	
3	G-3	Design Data Tables	X	X	X	
4	G-4	Abbreviations	X	X	X	
5	G-5	Civil Legend and Notes	X	X	X	
6	G-6	General Structural Notes	X	X	X	
7	G-7	Mechanical Legend	X	X	X	
8	G-8	Electrical Legends and Abbreviations	X	X	X	
9	G-9	Instrumentation and Control Legend	X	X	X	
10	G-10	Key Plan and Survey Control	X	X	X	
11	G-11	Hydraulic Profile	X		X	
12	G-12	Construction Access	X		X	
Plan and Profile			**8 Sheets**	**12 Sheets**	**12 Sheets**	
13	PP-1	Plan and Profile STA 10+00 To 20+00	X	X	X	
14	PP-2	Plan and Profile STA 20+00 To 30+00	X	X	X	
15	PP-3	Plan and Profile STA 30+00 To 40+00	X	X	X	
16	PP-4	Plan and Profile STA 40+00 To 50+00	X	X	X	
17	PP-5	Plan and Profile STA 50+00 To 60+00	X	X	X	
18	PP-6	Plan and Profile STA 60+00 To 70+00	X	X	X	
19	PP-7	Plan and Profile STA 70+00 To 80+00	X	X	X	
20	PP-8	Plan and Profile STA 80+00 To 90+00	X	X	X	
21	PP-9	Plan and Profile STA 90+00 To 100+00		X	X	Funded by Contingency Dwg #1.
22	PP-10	Plan and Profile STA 100+00 To 110+00		X	X	Funded by Contingency Dwg #2.
23	PP-11	Plan and Profile STA 110+00 To POE		X	X	Funded by Contingency Dwg #3.
24	PP-12	Feather River Diffuser Site Plan and Restoration Plan		X	X	Funded by Contingency Dwg #4.
Civil			**12 Sheets**	**8 Sheets**	**14 Sheets**	
25	C-1	Bifurcation Vault Site Plan and Details	X		X	
26	C-2	Vacuum-Assisted Siphon System Building Site Plan			X	Funded by Task 12.3 Dwg.
27	TBD	Feather River Diffuser Site Plan and Restoration Plan	X		X	

Sheet Number	Drawing Number	Description	Originally Scoped Sheets	Delivered 30%	Final Design Total	Notes
28	C-3	Pipeline Cross Sections 1 Of 2	X		X	
29	C-4	Pipeline Cross Sections 2 Of 2	X		X	
30	C-5	Construction Access Ramps Site Plan		X	X	Funded by Future Amendment.
31	TBD	Construction Access Ramps Sections			X	Funded by Future Amendment.
32	TBD	Construction Access Ramps Details			X	Funded by Future Amendment.
33	TBD	Construction Access Ramps Details			X	Funded by Future Amendment.
34	C-6	Levee Crossing Plan	X	X	X	MHM Drawing.
35	C-7	Levee Crossing Section	X	X	X	MHM Drawing.
36	C-8	Levee Crossing Details - Pipe Backfill	X	X	X	MHM Drawing.
37	C-9	Levee Crossing Details - Pipe Connections	X	X	X	MHM Drawing.
38	C-10	Levee Crossing Details - Valve Vault	X	X	X	MHM Drawing.
39	C-11	Levee Crossing Details - Access Cover	X	X	X	MHM Drawing.
40	C-12	Levee Crossing Details - Miscellaneous 1	X	X	X	MHM Drawing.
41	C-13	Levee Crossing Details - Miscellaneous 2	X		X	MHM Drawing.
Structural/Mechanical			**5 Sheets**	**7 Sheets**	**8 Sheets**	
42	SM-1	Bifurcation Station Plan	X	X	X	
43	SM-2	Bifurcation Station Sections	X	X	X	
44	SM-3	Feather River Diffuser Plan and Sections	X	X	X	
45	SM-4	Feather River Diffuser Details 1 Of 2	X	X	X	
4	SM-5	Feather River Diffuser Details 2 Of 2	X		X	
47	SM-6	Vacuum-Assisted Siphon – Building Plan		X	X	Funded by Task 12.3 Dwg.
48	SM-7	Vacuum-Assisted Siphon – Building Sections		X	X	Funded by Task 12.3 Dwg.
49	SM-8	Primer Trap Structure Plans and Sections		X	X	Funded by Contingency Dwg #5.
Electrical			**2 Sheets**	**1 Sheet**	**6 Sheets**	
50	E-1	Bifurcation Station Site Plan			X	Funded by Contingency Dwg #6.
51	E-2	Vacuum-Assisted Siphon Site Plan			X	Funded by Contingency Dwg #7.
52	E-3	One-line Diagrams	X	X	X	Updated One-line funded by Task 12.3 Dwg. Sheet originally scoped for Bifurcation Station.
53	E-4	Bifurcation Station Power Plan	X		X	
54	E-5	Vacuum-Assisted Siphon Electrical Power Plan			X	Funded by Task 12.3.
55	E-6	Panel Board Schedules and Conduit/Conductor Schedules			X	Funded by Contingency Dwg #8.

Sheet Number	Drawing Number	Description	Originally Scoped Sheets	Delivered 30%	Final Design Total	Notes
Instrumentation and Control			**3 Sheets**	**2 Sheets**	**4 Sheets**	
56	IC-1	P&ID Bifurcation Station	X	X	X	
57	IC-2	P&ID Vacuum-Assisted Siphon		X	X	Funded by Task 12.3 Dwg.
58	IC-3	Network Block Diagram	X		X	
59	IC-4	Control Panel Typical Wiring Diagrams	X		X	
Traffic Control			**8 Sheets**	**0 Sheets**	**8 Sheets**	
60	TC-1	Legend and General Notes	X		X	
61	TC-2	Traffic Control and Restoration Plan	X		X	
62	TC-3	Traffic Control and Restoration Plan	X		X	
63	TC-4	Traffic Control and Restoration Plan	X		X	
6	TC-5	Traffic Control and Restoration Plan	X		X	
65	TC-6	Lane Closure with Flagger Control Plan	X		X	
66	TC-7	Sections and Details 1 Of 2	X		X	
67	TC-8	Sections and Details 2 Of 2	X		X	
Standard Details			**6 Sheets**	**4 Sheets**	**8 Sheets**	
68	SD-1	Standard Details	X	X	X	
69	SD-2	Standard Details	X	X	X	
70	SD-3	Standard Details	X	X	X	
7	SD-4	Standard Details	X	X	X	
72	SD-5	Standard Details	X		X	
73	SD-6	Standard Details	X		X	
74	SD-7	Standard Details			X	Funded by Task 12.3.
75	SD-8	Standard Details			X	Funded by Task 12.3 Contingency #1 Dwg.
WWTF Effluent Pump Station, Flow Metering and Yard Piping Modifications + Surge Control System			**6 Sheets**	**0 Sheets**	**24 Sheets**	
1	G-13	WWTF Construction Coordination Plan			X	Funded Future Amendment. Counted as one of the 11 Surge Sheets.
2	C-14	WWTF Pump Station and Surge Control System Site Plan	X		X	Funded by Task 12.5. Shared WWTF/Surge Dwg. Counted as one of the 7 additional WWTF Sheets.
3	C-15	Surge Control System Site Grading and Survey Control			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
4	C-16	WWTF and Surge Control System Yard Piping Plan	X		X	Funded by Task 12.5. Shared WWTF/Surge Dwg. Counted as one of the 7 additional WWTF Sheets.

Sheet Number	Drawing Number	Description	Originally Scoped Sheets	Delivered 30%	Final Design Total	Notes
5	C-17	WWTF and Surge Control System Yard Piping Details			X	Funded by Future Amendment. Shared WWTF/Surge Dwg. Counted as one of the 11 Surge Sheets.
6	D-1	WWTF Demolition #1			X	Funded by Future Amendment.
7	SM-9	WWTF Pump Station Plan	X		X	Funded by Task 12.5.
8	SM-10	WWTF Pump Station Sections and Details	X		X	Funded by Task 12.5.
9	SM-11	Surge Control Tank Plan			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
10	SM-12	Surge Control System Sections			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
11	SM-13	Surge Control System Details			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
12	E-7	Overall Electrical Site Plan			X	Funded by Future Amendment. Counted as one of the 7 additional WWTF Sheets.
13	E-8	WWTF Pump Station Electrical Site Plan	X		X	Funded by Task 12.5.
14	E-9	Surge Control System Electrical Site Plan			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
15	E-10	WWTF Effluent Pump Station Plan			X	Funded by Future Amendment.
16	E-11	WWTF Pump Station and Surge Control System One-Line Diagrams	X		X	Funded by Task 12.5. Shared WWTF/Surge Dwg. Counted as one of the 7 additional WWTF Sheets.
17	E-12	WWTF Pump Station and Surge Control System MCC Elevations			X	Funded by Future Amendment. Counted as one of the 7 additional WWTF Sheets.
18	E-13	WWTF Pump Station and Surge Control System Panel Board Schedules and Conduit/Conductor Schedules			X	Funded by Future Amendment. Counted as one of the 7 additional WWTF Sheets.
19	E-14	WWTF Pump Station and Surge Control System Wiring Diagrams			X	Funded by Future Amendment. Counted as one of the 7 additional WWTF Sheets.
20	IC-5	P&ID WWTF Effluent Pump Station			X	Funded by Future Amendment.
21	IC-6	P&ID Surge Control System			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
22	IC-7	Control Panel Wiring Diagrams			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.

Sheet Number	Drawing Number	Description	Originally Scoped Sheets	Delivered 30%	Final Design Total	Notes
23		Contingency 1			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
24		Contingency 2			X	Funded by Future Amendment. Counted as one of the 11 Surge Sheets.
Contingency Drawings			***8 Sheets***	***8 Sheets***	***8 Sheets***	
1	PP-9	Contingency Drawing 1	X	X	X	Used by PP-9.
2	PP-10	Contingency Drawing 2	X	X	X	Used by PP-10.
3	PP-11	Contingency Drawing 3	X	X	X	Used by PP-11.
4	PP-12	Contingency Drawing 4	X	X	X	Used by PP-12.
5	SM-8	Contingency Drawing 5	X	X	X	Used by SM-8.
6	E-1	Contingency Drawing 6	X	X	X	Used by E-1.
7	E-2	Contingency Drawing 7	X	X	X	Used by E-2.
8	E-6	Contingency Drawing 8	X	X	X	Used by E-6.

Appendix B
Fee Estimate

Item 2A - PreDesign Follow-up Work
APPENDIX B. JACOBS FEE ESTIMATE

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Outfall and Diffuser	2018 2019 2020 2021 2022 2023 PDC	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Amendment 02 - Item 2A - Predesign Follow-up Work										
Task 1 - Predesign										
Subtotal - Subtask 1.5.b - Effluent Pumping System Testing Support		185	$ 30,721	$ 200	$ -	$ -	$ 20	$ -	$ 220	$ 30,941
Subtotal - Subtask 1.9 - LWA Dynamic Modeling		33	$ 6,377	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,377
Subtotal - Subtask 1.10 - Pre-Design Report		18	$ 3,780	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,780
Subtotal - Subtask 1.11 - Predesign Meetings and Workshops		55	$ 9,907	$ 100	$ 150	$ -	$ 25	$ -	$ 275	$ 10,182
Subtotal - Subtask 1.10 - Pre-Design Levee Access Ramp		71	$ 11,984	$ -	$ -	$ 500	$ -	$ 25	$ 525	$ 12,509
Subtotal - Subtask 1.10 - Predesign Surge Control System		45	$ 7,969	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,969
Task 4 - Permitting										
Subtotal - Subtask 4.3.1 - CVFPB Hydraulic and Scour Analysis		33	$ 7,994	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,994
Subtotal - Subtask 4.4 - In-River Geotechnical Boring Permitting Support		136	$ 27,059	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,059
Task 10 - Project Management										
Subtotal - Subtask 10.3 - Project Controls and Invoicing		158	$ 25,819	$ 200	$ -	$ -	$ 20	$ -	$ 220	$ 26,039
Subtotal - Subtask 10.7 - Project Management Stand-down		71	$ 11,985	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,985
Task 12 - Supplemental Services										
Subtotal - Task 12.1 - Bathymetric Surveys in 2020 and 2021		-	$ -	$ -	$ -	$ 8,000	$ -	$ 400	$ 8,400	$ 8,400
Subtotal - Task 12.5 - WWTF Pump Station, Flow Metering, and Yard Piping Modificatior		87	$ 15,744	$ 200	$ 500	$ -	$ 70	$ -	$ 770	$ 16,514
PreDesign Follow Up Task Hours		892.0	$ 159,339							
PreDesign Follow Up Task Budget		892.0	$ 159,339	$ 700	$ 650	$ 8,500	$ 135	$ 425	$ 10,410	$ 169,749

Attachment 2B: City of Yuba City WWTF Advanced Treatment Study Scope of Work and Fee Estimate

Yuba City WWTF Outfall and Diffuser Project Amendment 2: Item 2B Advanced Treatment Study Scope of Work

Following completion of the Yuba City Wastewater Treatment Facility (WWTF) Outfall and Diffuser Predesign, the City met with Jacobs on March 6, 2020 to discuss an alternative surface water discharge strategy (i.e., side-bank discharge) and potential ramifications to the WWTF. Several alternative treatment approaches were discussed at the meeting along with current challenges imposed by the Sunsweet discharge, its impact on existing WWTF processes, and the inability of the existing pure oxygen activated sludge process to meet more stringent effluent discharge limits if imposed in the future. The alternatives discussed at the meeting were based on projected effluent limits developed by Larry Walker and Associates (LWA) for a potential side-bank discharge located near the City's existing diffuser at the Shanghai Falls in the Feather River. The projected effluent limits were provided by the City in a draft Technical Memorandum (TM) dated March 4, 2020.

Background

WWTF staff have elected to conduct an advanced treatment study to validate their current WWTF improvement and regulatory compliance strategy. At the completion of the WWTF Outfall and Diffuser predesign phase the City has opportune time for conducting this study given the potential need to invest $35 million to construct the Outfall and Diffuser Project. The study will compare relative costs, advantages and disadvantages for continued operation of the WWTF (as configured currently) with one or two alternative configurations. These configurations were limited to meeting the projected nitrogen and nitrite limits of 2.1 and 1.0 mg-N/L reported in the TM and were to be based on more traditional, proven technologies. Additional projected side-bank effluent discharge requirements and treatment alternatives can be considered and reviewed in more depth as part of a subsequent, alternative development and comparison effort, if desired by WWTF staff. An action item developed at the March 6, 2020 meeting was for Jacobs to review the existing WWTF process facilities, existing information and data, and develop an outline and scope of work for an advanced treatment study.

The City is interested in comparing continued operation of the pure oxygen activated sludge process and associated future investments with one or two alternative treatment technologies suitable for meeting more stringent effluent quality requirements projected for a side-bank discharge:

1. Develop one or two alternative approaches to upgrade the existing WWTF to meet proposed effluent limits for a side-bank discharge near the City's existing diffuser at the Shanghai Falls in the Feather River. The proposed effluent limits were provided by the City in a draft TM prepared by LWA and dated March 4, 2020. Only the projected ammonia and nitrite limits will be considered at this time. Other constituents and treatment alternatives could be considered as part of a subsequent, more in-depth effort.
2. List and leverage estimated costs for capital improvement program projects[1] which can be avoided by alternative approaches such as the addition of a 3rd digester, 4th secondary clarifier

[1] Cost estimates developed by others or obtained from readily available sources (i.e., draft WWTF master plan, BACWA and Echo Water).

and new PSA system, rotary drum WAS thickener and digested gas flare. Majority of this cost information will be obtained and copied from the Draft Wastewater Master Plan (April 2020).

3. Provide rough order of magnitude comparison with current approach (i.e., continued use of pure oxygen activated sludge process and installation of new river diffuser).

Purpose

Document the scope of work, schedule and estimated fee to complete the WWTF Advanced Treatment Study. The study will leverage past, readily available information and data to describe the historic issues related to pollutant loading from the Sunsweet processing facility, its impact on wastewater treatment operation and develop an alternative treatment facilities configuration for evaluation and comparison of relative capital, operating and maintenance (O&M) and net present worth costs, and other identified criteria. Alternative treatment approaches will be combined with a side-bank outfall and compared to current technology (i.e., continued Sunsweet discharge into sewer, use of pure oxygen activated sludge process, and new outfall pipeline extension and river diffuser as described in WWTF Outfall and Diffuser Predesign Report).

Tasks 1, 2 and 3 describe the scope of work for the advanced treatment study.

Task 1. Project Development Assistance

Jacobs will assist the City in developing and defining the WWTF Advanced Treatment Study project. Services provided in this task include:

- Attend project development meeting at WWTF (attended by up to three Jacobs team members)
- Review background documents and studies relevant to project development and definition.
- Prepare draft outlines for project scope of work.
- Attend conference calls with City staff to review draft outlines and to assist in project definition.

City Involvement:

- Provide background documents and studies relevant to project development and definition.
- Review and comment on draft versions of project scope of work outlines.
- Attend meeting at WWTF and conference calls.
- Approve final project scope of work outline.

Assumptions:

- Up to 3 conference calls of 1.5 hours each.
- Up to 4 draft versions of project scope of work outline.

Deliverables:

- Draft outlines for project scope of work.
- Final project scope of work.

Task 2. WWTF Advanced Treatment Study

Compare relative advantages, disadvantages and rough order of magnitude capital, O&M and net present worth costs for the following alternatives:

- Current Technology – Continued use of existing pure oxygen activated sludge process and install new river diffuser as described in the final WWTF Outfall and Diffuser Predesign Report. Represents 10.5 MGD average dry weather flow (ADWF) capacity as described in the current discharge permit.
- Alternative 1. Addition of nitrogen removal process downstream of the existing treatment facility. Review Sunsweet waste stream characteristics, develop recommended handling and treatment approach and include in Alternative 1.
- Alternative 2. Biological nutrient removal process in place of existing pure oxygen biological treatment. Review Sunsweet waste stream characteristics, develop recommended handling and treatment approach and include in Alternative 2.

Total project cost will include advanced treatment improvements as well as the new side-bank discharge and associated outfall pipeline. Conceptual design of the outfall pipeline and side-bank discharge is described in Task 2.3 below.

Considerations to be addressed in the study:

- The City cannot nitrify/denitrify in existing pure oxygen activated sludge reactors.
- If the City converts to a Biological Nutrient Removal process, the existing reactors could be used as anoxic zone or repurposed for other uses (e.g., Sunsweet load equalization tank).
- There is potential to segregate, separately convey and treat Sunsweet influent waste stream at Sunsweet or/and at the WWTF. Determine whether the stream can be used to increase methane production within the existing digesters and/or as a carbon source for Biological Nutrient Removal process (BNR) based on readily available data and information provided by the City.
- If Sunsweet were to stop operation and discharge to the WWTF or segregate their waste stream, there is potential to repurpose aeration tanks to treat the remaining residential and commercial wastewater stream.
- Review historic raw wastewater influent characterization data, and more specifically temperature, to determine if the influent appears to be warmer than typical ranges, and if so, determine its relative impact on process sizing and estimated construction costs.

Task 2.1 – Review Existing Studies, Data and Other Information

At a minimum, Jacobs will request and review the following documents in a Request for Information (RFI).

- Draft Wastewater Master Plan Update dated April 2020 already provided to Jacobs in pdf format.
- Historic (last 3 years) WWTF operating costs broken down into labor (operations, maintenance), power, chemical and other consumables in electronic MS Excel format.
- Historic (last 3 years) of raw wastewater influent characteristics (i.e., Total influent and Sunsweet flows and pollutant concentrations), operating and monitoring data, and effluent quality data in electronic MS Excel format.
- Responses to Jacobs questions and comments to the LWA TM, City of Yuba City Reasonable Potential Analysis and Effluent Limits Re-Calculation and Final LWA TM.

- Historic (last 3 years) of Sunsweet historic flows, pollutant concentrations and sampling and laboratory analysis results in MS Excel format. The data Jacobs currently has is limited to the Industrial Pretreatment Technical Memorandum (HDR, January 15, 2001), May 15-21, 2019 TKN sampling results and January 2018 through February 2019 Sunsweet Discharge flow, pH, total suspended solids (TSS) and biochemical oxygen demand (BOD).
- Conduct conference calls to review project data requests and data utilization

City Involvement:

- Provide additional information pertaining to Sunsweet discharge and WWTF impacts.
- Facilitate consultation with WWTF operations staff regarding effluent pumping and outfall operations and addressing Jacobs comments, issues and concerns associated with new side-bank outfall.

Assumptions:

- Projected flows and loads from the master plan update will be used as the basis of the assessment.
- Up to 3 conference calls of 1.5 hours each

Deliverables:

- Summarize, in tabular format, past information and data to be leveraged for this assessment, how it will be applied and limitations.
- Identification of data gaps and additional information required to further alternative treatment and regulatory compliance strategies to a preliminary design level.

Task 2.2 – Sunsweet Characterization and Recommended Handling Option

Jacobs will review past Sunsweet influent characterization and pretreatment data provided by the City and evaluate options to treat and handle the Sunsweet waste stream. The following is a listing and description of the proposed steps/activities:

A. Determine daily flows, seasonal flow variations, discharge hours and flow rates, Sunsweet's contractual discharge capacity, ability to equalize and control sewer discharge, as well as current discharge practices. Historic data will be reviewed by Jacobs and supplemented by information provided by Sunsweet through a questionnaire.

B. Evaluate potential Sunsweet discharge mitigation measures based on the alternatives considered in the Industrial Pretreatment Technical Memorandum. Evaluation will be limited to the following considerations: (1) separate treatment at Sunsweet or the WWTF, (2) solids separation with solids diverted to existing WWTF digesters (3) Sunsweet discharge diversion to digester, (4) storing Sunsweet discharge and re-distributing load to WWTF influent stream, (5) use of Sunsweet discharge stream as a carbon source for BNR process and (6) repurposing Sunsweet WWTF facilities due to Sunsweet ceasing discharge. Evaluate and summarize the technical feasibility of each of the configurations described, potential impacts and benefits to the liquid treatment process (e.g., added revenue). Recommend a single Sunsweet discharge handling method based on the evaluation results and incorporate into Task 2.4.

Jacobs will present recommended Sunsweet discharge handling method and the preliminary evaluation to the City by conference call, and the City will select a preferred configuration to be carried forward into the alternative wastewater facilities configuration described in Task 2.4.

City Involvement:

- Communicate and coordinate Sunsweet questionnaire.

Assumptions:

- No additional sampling of Sunsweet discharge is assumed for this study.
- For completeness, Jacobs will include and briefly describe Onsite Sunsweet Treatment (eliminate discharge to WWTF) alternative, but limit level of effort for this alternative by:
    - Describing (footnoting) how the Segregate and Treat Sunsweet Discharge at WWTF alternative would be different than the Onsite Sunsweet Treatment alternative (e.g., in comparison table footnote that force main and pump station would be not be needed along with other differences)
    - Include other relative advantages and disadvantages in the Onsite Sunsweet Treatment alternative description (e.g., free up capacity in collection system and WWTF).

Deliverables:

- Draft and final Sunsweet questionnaires.
- Draft and final presentation materials for one conference call, see Task 3.1 below.

Task 2.3 – Outfall Pipeline and Side-Bank Discharge Location Development

In this task Jacobs will provide written comments to LWA TM then, once LWA responses are received, develop up to three alternative locations for a new side bank discharge, taking into consideration river hydraulics, geomorphology, river bank stability, and length of new effluent pipeline to the new outfall structure. Jacobs will estimate conceptual level costs for construction, permitting, and soft costs.

Jacobs will present the identified alternatives and the preliminary evaluation to the City by conference call and the City will select a preferred alternative to be carried forward into the alternative wastewater facilities configuration described in Task 2.4.

City Involvement:

- Coordinate LWA responses to Jacobs' Technical Memorandum comments.
- Select preferred side-bank discharge location and outfall pipe alignment.

Assumptions:

- Side bank discharge will be based on a submerged free-pipe end with a check valve and pile supports located downstream of the Shanghai Falls. No other discharge configuration options will be developed or estimated.
- Outfall pipe and discharge concept will be based on buildout peak hour flow.
- Viability of side-bank discharge permit approval with the RWQCB will be determined by the City. Conceptual design of side-bank discharge included in this task does imply or guarantee approval by the RWQCB.

Deliverables:

- Written comments pertaining to LWA Technical Memorandum.
- Narrative of alternative discharge locations and preferred alternative will be included in draft and final advanced treatment study technical memorandum.
- Map figure of 3 alternative bank locations and outfall pipeline alignments.
- Class 5 construction cost estimate, including permitting and operation, for new bank side discharge.

- Draft and final presentation materials for one conference call, see Task 3.1 below.

Task 2.4 – Alternative Development and Comparison with Current Technology

Develop alternative wastewater facilities configuration for:

Baseline: Constructing new proposed diffuser assuming regulations will stay the same,

Alternative 1: Add-on treatment downstream of existing treatment process (nitrification/denitrification), and

Alternative 2: Biological nutrient removal process using Modified Ludzack-Ettinger (MLE) Process.

Treatment processes are sized for the rated 10.5 MGD ADWF capacity and targeting BACWA Level 2 (2 mg/L ammonia, 15 mg/L TN) for treatment goals, which appears suitable to meet project ammonia requirements projected for side-bank discharge. Jacobs will compare the alternative treatment facilities configurations and current technology then prepare a brief technical memorandum summarizing comparison findings, results and recommendations. For each alternative, a sub-alternative to separately handle Sunsweet waste stream is considered, based on the findings from Task 2.2. Discuss how each alternative can be impacted if Sunsweet were to shutdown in the future. Qualitatively discuss expandability of each alternative for increased flows and loads from new growth to the WWTF. The TM is anticipated to be less than 5 pages in length, and include process flow schematics illustrating proposed alternative treatment concepts and approaches, a table summarizing comparison results and capital, O&M and net present worth costs.

Assumptions:

- Nitrogen, and its forms (i.e., ammonia, nitrite + nitrate and total nitrogen) will be the primary focus of the study and comparison. Limits for other constituents listed in the March 4, 2020 LWA TM will not be considered at this time but may be considered later if desired.
- Capital and O&M costs to be derived from unit costs readily available information obtained from the Nutrient Reduction Study (BACWA, June 22, 2018) for Level 2 treatment (e.g., $12.1/gal capital cost); potentially with some adjustments made by Jacobs to address WWTF-site specific conditions and configuration (e.g., pumping).
- Typical, proven technologies (e.g., conventional diffused fine bubble aeration and blowers) to be used as the basis for unit costs, not innovative less proven technologies (e.g., Invent aerator/mixers). However, innovative options can be described in the study report (without costs).
- City will provide one set of adjudicated comments on draft technical memorandum within three weeks of receipt.

Deliverables:

- Draft and final technical memorandum for City review and comment.
- Draft and final Workshop agenda and review materials.

Task 3. Project Management

JACOBS will complete project management tasks as outlined below. The budget assumes that overall project scope is as defined in the preceding Tasks.

Task 3.1 – External Project Meetings

JACOBS will attend the following project meetings with City staff:

- Project Kickoff Meeting at the WWTF. Jacobs will prepare meeting agenda, presentation materials and meeting summary.
- Biweekly Conference Call Progress Meetings. Meeting attendance will mostly be limited to Jacobs and City project managers.
- Up to 5 Conference Calls total for Tasks 2.1, 2.2, and 2.3.
- Workshop 1 Comparison of Alternatives and Recommended Alternative

City Involvement:

- Review agendas and minutes from project progress meetings and alert Jacobs project manager of any questions or corrections.

Assumptions:

- Meeting dates and times and method (in-person or by conference call) will be as agreed to between Jacobs and the City and will be subject to travel restrictions implemented by either party or by federal, state, or local public meeting limitations.
- Up to 6 biweekly Progress Meetings between July 2020 and September 2020.

Deliverables:

- Conference call and Workshop agenda and meeting summaries.

Task 3.2 – Develop and Maintain Project Management Tools

JACOBS will prepare and maintain the following project management tools:

- Project Execution Plan (PXP)
- Quality Management Plan (QMP)
- Risk Register
- Work Plans
- Decision Log

Task 3.3 – Project Controls and Invoicing

JACOBS project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status. Monthly invoices Project Status Reports will be submitted to the City Project Manager for review and approval.

City Involvement:

- Review and approve monthly invoice and project status report.

Assumptions:

- Assumes 3 months of project cost reports, monthly invoices, and progress reports
- Budget status burn charts are not included

Deliverables:

- Monthly invoices and Project Status Reports

Task 3.4 – Project Team Coordination

Jacobs will conduct the following internal team coordination activities:

- Project Team Kickoff Meeting
- Regular project team coordination meetings

Task 3.5 – Health and Safety

Jacobs will conduct internal Health and Safety (H&S) procedures to manage the safety of our staff. Health and safety activities will include:

- Preparation and management of Field Safety Instructions for field trips to the WWTF
- Monitor Jacobs staff and subconsultant compliance with the Field Safety Instructions

Deliverables:

- Copies of the Jacobs Field Safety Instructions are available for review by the City upon request

Task 4. Owner Authorized Supplemental Services

This task adds additional budget for owner authorized supplemental services and will only be utilized upon receipt of written approval by the City Project Manager. Upon request for supplement services, Jacobs will prepare a scope of work and fee estimate for review and approval by the City and will only spend up to the authorized budget amount, unless otherwise approved by the City Project Manager. The budget established in this task is an allowance. Because the exact scope of supplemental services is not known, Jacobs is not obligated to spend more than the budget included in this allowance.

City Involvement:

- Request supplement services as needed.
- Review and approve draft scopes of work and fee estimates for supplemental services.

Assumptions:

- The budget for this task is an allowance.

Deliverables:

- As requested by the City and agreed to in approved scope of work and fee estimate.

Schedule

Table 1 presents a summary of the project schedule along with key client meetings, conference calls, and submittal dates.

Table 1. Schedule for WWTF Advanced Treatment Study Project

Task/Activity	Milestone / Submission Date
Notice to Proceed (City, assumed date)	July 15, 2020
Kick-off Meeting[1]	July 29, 2020
WWTF Staff submit questionnaire to Sunsweet	August 7, 2020
Sunsweet response (assumed)	August 28, 2020
Task 2.1 Conference Call (summarize past info, data, & gaps)	
Task 2.2 Sunsweet handling alternatives	September 7, 2020
Task 2.3 Effluent outfall concepts	
Task 2.4 Workshop	September 17, 2020
Draft Technical Memorandum (TM)	September 25, 2020
Client Consolidated TM Review Comments	October 14, 2020
Final TM	November 4, 2020

1. Draft Sunsweet questionnaire submitted with draft agenda and meeting materials.

Rates and Fees For Engineering Services

The estimated fee for the proposed engineering services is shown in Appendix A and is based on the rates as contracted for the City's Outfall and Diffuser Project.

Appendix A
Fee Estimate

APPENDIX A. JACOBS FEE ESTIMATE

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Outfall and Diffuser	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Amendment 02 - Item 2B - City of Yuba City WWTF Advanced Treatment Study									
Task 1 - Project Development Assistance	57	12,088	-	-	-	-	-	-	12,088
Subtotal - Task 1. Project Development Assistance	57	12,088	-	-	-	-	-	-	12,088
Task 2 - Advanced Wastewater Treatment Study	251	53,561	-	100	-	10	-	110	53,671
Subtotal - Subtask 2.1 - Review Existing Studies, Data, and Other Information	32	5,932	-	-	-	-	-	-	5,932
Subtotal - Subtask 2.2 - Sunsweet Characterization and Recommended Handling Option	68	15,532	-	-	-	-	-	-	15,532
Subtotal - Subtask 2.3 - Outfall Pipeline and Side-bank Discharge Location Concept Development	61	12,187	-	-	-	-	-	-	12,187
Subtotal - Subtask 2.4 - Alternative Development and Comparison with Current Technology	90	19,910	-	100	-	10	-	110	20,020
Task 3 - Project Management	70	14,355	593	-	-	59	-	652	15,007
Subtotal - Subtask 3.1 - External Project Meetings	32	7,214	593	-	-	59	-	652	7,866
Subtotal - Subtask 3.2 - Develop and Maintain PM Tools	6	1,010	-	-	-	-	-	-	1,010
Subtotal - Subtask 3.3 - Project Controls and Invoicing	18	2,811	-	-	-	-	-	-	2,811
Subtotal - Subtask 3.4 - Project Team Coordination	12	2,824	-	-	-	-	-	-	2,824
Subtotal - Subtask 3.5 - Health and Safety	2	496	-	-	-	-	-	-	496
Task 4 - Owner Authorized Supplemental Services	187	39,270	-	-	-	-	-	-	39,270
Subtotal - Task 4. Owner Authorized Supplemental Services	187	39,270	-	-	-	-	-	-	39,270
Advanced Treatment Study Task Budget	565	$ 119,274	$ 593	$ 100	$ -	$ 69	$ -	$ 762	$ 120,037

Yuba City WWTF Outfall and Diffuser Project
Contract Budget Authorization

City of Yuba City

Task	Proposed Contract Budget Amount	Original Authorized Amount and Date (7/11/18)	Amendment 1 Authorized Amount and Date (9/19/19)	Original + Amendment 1	Amendment 2 Authorized Debit Amount and Date (TBD)	Amendment 2 Authorized Credit Amount and Date (TBD)	Total Authorized Amount Amount To-Date
Task 1 - Predesign	$821,864	$821,864	$87,540	$909,404	$0	$71,758	$981,162
Task 2 - ROW Acquisitions	$185,305	$185,305	$0	$185,305	$0	$0	$185,305
Task 3 - Design	$570,155	$570,155	$0	$570,155	-$289,786	$0	$280,369
Task 4 - Enviromental Services/Permitting	$254,423	$254,423	$0	$254,423	$0	$35,053	$289,476
Task 5 - Bid Services	$57,819	$57,819	$0	$57,819	$0	$0	$57,819
Task 6 - Services During Construction	$239,751	$0	$0	$0	$0	$0	$0
Task 7 - Testing and Startup	$177,897	$0	$0	$0	$0	$0	$0
Task 8 - Construction Management	$458,476	$0	$0	$0	$0	$0	$0
Task 9 - Operations and Maintenance Manual	$21,362	$0	$0	$0	$0	$0	$0
Task 10 - Project Management	$503,617	$344,301	$10,294	$354,595	$0	$38,024	$392,619
Task 11 - CA SRF Loan Application Support	$50,000	$50,000	$0	$50,000	$0	$0	$50,000
Task 12 - Supplement Services	$499,564	$499,564	$65,043	$564,607	$0	$24,914	$589,521
Task 13 - Advanced Treatment Study	$0	$0	$0		$0	$120,037	$120,037
Total	**$3,840,234**	**$2,783,431**	**$162,877**	**$2,946,308**	**-$289,786**	**$289,786**	**$2,946,308**

DRAFT

Exhibit E

AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
CH2M HILL ENGINEERS, INC.

CH2M Hill Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SUBJECT: Amendment No. 3 to Scope of Services for Yuba City WWTF - Outfall and Diffuser Project

This Amendment to the Agreement for Professional Services dated July 18, 2018 ("Third Amendment") is made and entered into as of the 1ST day of December 2020 by and between the City of Yuba City ("City") and CH2M Hill Engineers, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated July 18, 2018 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Outfall and Diffuser Project in the amount of $2,783,430.00.

Whereas, the City Manager approved Amendment No. 1 to the Prime Agreement on July 12, 2019.

Whereas, the City Manager approved Amendment No. 2 to the Prime Agreement on July 10, 2020.

Whereas, the Parties desire to amend the Prime Agreement for a third time to provide for additional tasks, updated scope of service, revised compensation, schedule of performance and other items related to the Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 3, Compensation, of the Prime Agreement is amended to add the following:

   For services rendered by Consultant under this Amendment No. 3 to the Prime Agreement as outlined above, Consultant is authorized to transfer $50,000 from Task 5 (Bid Services) of Prime Agreement to Task 13 (Advanced Treatment Study) to complete the scope of work described in Exhibit "A". The total cost of Amendment No. 3 shall not exceed $50,000. The City shall consider adding additional funds needed to complete Task 5 at a later date if decided to proceed with bidding a project.

2. Except as amended in this Amendment No. 3, the terms and conditions of the Prime Agreement shall remain the same and shall be in full force and effect.

3. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this Third Amendment, is incorporated as though set forth in full herein.

4. A copy of Amendment No. 1 is attached hereto as Exhibit "C" and, except as otherwise amended by this Third Amendment, is incorporated as though set forth in full herein.

5. A copy of Amendment No. 2 is attached hereto as Exhibit "D" and, except as otherwise amended by this Third Amendment, is incorporated as though set forth in full herein.

6. Except as amended in this Third Amendment, the terms and conditions of the Prime Agreement, First Amendment, and Second Amendment shall remain the same and shall be in full force and effect. This Third Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

Diane Langley

Diana Langley, Interim City Manager

CONSULTANT:

CH2M HILL ENGINEERS, INC.

Name: John Schoonover

Title: Manager of Projects

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

Exhibit A: Amended Exhibit A to Prime Agreement
Exhibit B: Prime Agreement
Exhibit C: Amendment No. 1 (First Amendment)
Exhibit D: Amendment No. 2 (Second Amendment)

Exhibit A

Yuba City WWTF Outfall and Diffuser Project

Amendment 3 - Summary

This Amendment 3 is provided by CH2M HILL Engineers, Inc. (referred to as Jacobs in this Scope of Work) to the Yuba City Wastewater Treatment Facility Outfall and Diffuser Project (Project). Please note that on December 15, 2017, CH2M Hill Companies Ltd. became part of Jacobs Engineering Group Inc. (Jacobs). CH2M HILL Engineers, Inc. is now a wholly owned direct subsidiary of Jacobs. CH2M Hill Engineers, Inc. presently remains a separate legal entity and will continue to operate and conduct business.

Amendment 3 includes scope and funding to supplement follow-on work for the Advanced Treatment Study, initiated by Amendment 2, to evaluate alternative treatment options to the Project. The City directed Jacobs to stand-down work on transitioning to final design activities for the Project on February 24, 2020, while a brief Advanced Treatment Study was conducted.

City of Yuba City WWTF Advanced Treatment Study

In July 2020, the City of Yuba City initiated an Advanced Treatment Study to develop estimates for advanced treatment at the City's Wastewater Treatment Facility (WWTF), including options for handling existing flows and loads from the Sunsweet facility (reference Item 2B in Amendment 2). Advanced treatment was to be paired with a new side-bank discharge located near the City's existing diffuser at the Shanghai Falls in the Feather River. The projected effluent limits were developed by Larry Walker and Associates (LWA) and were provided by the City in a draft Technical Memorandum (TM) dated March 4, 2020.

Following completion of the Sunsweet handling options included in Task 2.2 of the Advanced Treatment Study and presentation to the City by conference call on September 17, 2020, the City requested that Jacobs stop work on the Advanced Treatment Project while the City determined whether the scope of the study still met the needs of the City to determine an appropriate course of action between the proposed Project and a potential advanced treatment project at the existing WWTF. During the month of September and October the City and Jacobs engaged in a series of conference calls to understand the City's needs and to develop a path forward to prepare a revised scope of work for the Advanced Treatment Study.

Amendment 2 to the Outfall and Diffuser Project added a new Task 13 for the Advanced Treatment Study, including tasks 13.1 – 13.4. Amendment 3 revises existing tasks 13.2.2 Sunsweet Handling Options and 13.3 Project Management, and adds the following new tasks:

- Task 13.5 Study Re-Scoping
- Task 13.6 Advanced Treatment Case Study Comparison
- Task 13.7 Screening Evaluation of Discharge Compliance

Attachments are included as follows:

- Attachment 1: City of Yuba City WWTF Advanced Treatment Study – Case Study Comparison and Discharge Compliance Screening Evaluation Scope of Work and Fee Estimate

Rates and Fees for Engineering Services

Fees for the proposed engineering services are shown in the following table and are based on the same rates as contracted for the City's Outfall and Diffuser Project.

Item	Services	Hours	Jacobs Total Labor	Total Expenses	Total Fee Estimate
1	Advanced Treatment Study – Case Study Comparison and Discharge Compliance Screening Evaluation	448	$89,234	$0	$89,234
2	Task 13.4 – Owner's Authorized Supplemental Services (Authorized in Amendment 2)	-187	-$39,270	$0	-$39,270
3	Transfer from Task 5 – Bid Services	-261	-$49,964	$0	-$49,964
	Amendment 3 Total	0	$0	$0	$0

Current Contract Value

The fee for the Amendment 3 scope of work is $89,234. This amount will be funded by the existing Task 13.4 Owner Authorized Supplemental Services budget of $39,720 and a transfer of approximately $50,000 from Task 5 Bid Services budget for the Project. Amendment 3 adds no additional funds to the total contract value. If the final design of the Project is authorized by the City in 2021, funds will be added by separate amendment to replace Task 5 funds.

The table below summarizes the new total contract value to date including this amendment.

Description	Total Fee Estimate
Original Contract Value	$2,783,430
Amendment 1	$162,877
Amendment 2	$0
Amendment 3	$0
New Contract Value	$2,946,307

Attachment 1: Advanced Treatment Study – Case Study Comparison and Discharge Compliance Screening Evaluation Scope of Work and Fee Estimate

Scope of Work for City of Yuba City WWTF Advanced Treatment Study – Case Study Comparison and Discharge Compliance Screening Evaluation

In July 2020 the City of Yuba City executed Amendment 2 to Jacob's existing Outfall and Diffuser Project to add, among other items, an Advanced Treatment Study to develop estimates for advanced treatment at the City's Wastewater Treatment Facility (WWTF), including options for handling existing flows and loads from the Sunsweet facility (reference Item 2B in Amendment 2). Advanced treatment was to be paired with a new side-bank discharge located near the City's existing diffuser at the Shanghai Falls in the Feather River. The projected effluent limits were developed by Larry Walker and Associates (LWA) and were provided by the City in a draft Technical Memorandum (TM) dated March 4, 2020.

Following completion of the Sunsweet handling options included in Task 2.2 of the Advanced Treatment Study and presentation to the City by conference call on September 17, 2020, the City requested that Jacobs stop work on the Advanced Treatment Project while the City determined whether the scope of the study still met the needs of the City to determine an appropriate course of action between the proposed Outfall and Diffuser project and a potential advanced treatment project and the existing WWTF. During the month of September and October the City and Jacobs engaged in a series of conference calls to understand the City's needs and to develop a path forward to prepare a revised scope of work for the Advanced Treatment Study.

Amendment 2 to the Outfall and Diffuser Project added a new Task 13 for the Advanced Treatment Study, including tasks 13.1 – 13.4. This amendment revises existing tasks 13.2.2 Sunsweet Handling Options and 13.3 Project Management, and adds the following new tasks:

- Task 13.5 Study Re-Scoping
- Task 13.6 Advanced Treatment Case Study Comparison
- Task 13.7 Screening Evaluation of Discharge Compliance

Unless specifically modified in this scope of work, all other tasks in the original Advanced Treatment Study amendment remain unchanged.

Task 13.2 – WWTF Advanced Treatment Study

Task 13.2.2 is modified as described below.

Task 13.2.2 Sunsweet Characterization and Recommended Handling Options

Jacobs will develop a new cost estimate for a Sunsweet equalization tank at Sunsweet as described in Jacob's Sunsweet Waste Handling Options presentation on September 17, 2020, Option 4a for flow equalization at Sunsweet.

City Involvement:

- Review proposed flow equalization concept.

Assumptions:

- New cost estimate will be a Class IV estimate appropriate for a feasibility-level estimate.

Deliverables:

- The flow equalization tank cost will be included in the draft Advanced Treatment Study.

Task 13.3 – Project Management and Meetings

The original Advanced Treatment Study anticipated completion by the end of September 2020. This change extends project management activities through March 2021 as described below.

JACOBS will complete project management tasks as outlined below. These activities are in addition to those already included in Amendment 2 – Item 2B Advanced Treatment Study. The budget assumes that overall project scope is as defined in the preceding Tasks.

Task 13.3.1 – External Project Meetings
JACOBS will attend the following project meetings with City staff:

- Biweekly Conference Call Progress Meetings. Meeting attendance will mostly be limited to Jacobs and City project managers.
- Meetings are expected to be conducted for up to 6 months between October 2020 and March 2021.
- Up to 2 Conference Calls for Tasks 13.6 and 13.7 below.

City Involvement:

- Review agendas and minutes from project progress meetings and alert Jacobs project manager of any questions or corrections.

Assumptions:

- Meeting dates and times and method (in-person or by conference call) will be as agreed to between Jacobs and the City and will be subject to travel restrictions implemented by either party or by federal, state, or local public meeting limitations.
- Up to 12 biweekly Progress Meetings between October 2020 and March 2020.

Deliverables:

- Conference call and Workshop agenda and meeting summaries.

Task 13.3.2 – Develop and Maintain Project Management Tools
JACOBS does not anticipate any additional effort on this task.

Task 13.3.3 – Project Controls and Invoicing
JACOBS project controls staff will prepare regular internal cost reports for review by the Jacobs Project Manager. Jacobs will also prepare monthly invoices and a Project Status Report including progress report narrative, scope change summary, and schedule and budget status. Monthly invoices Project Status Reports will be submitted to the City Project Manager for review and approval.

City Involvement:

- Review and approve monthly invoice and project status report.

Assumptions:

- Assumes 5 months of project cost reports, monthly invoices, and progress reports
- Budget status burn charts are not included

Deliverables:

- Monthly invoices and Project Status Reports

Task 13.3.4 – Project Team Coordination
Jacobs will conduct the following internal team coordination activities:

- Regular project team coordination meetings

Task 3.5 – Health and Safety
JACOBS does not anticipate any additional effort on this task.

Task 13.5 – Study Re-Scoping

Jacobs will assist the City in revising the WWTF Advanced Treatment Study project. Services provided in this task include:

- Prepare draft outlines for revised project scope of work.
- Attend conference calls with City staff to review draft outlines and to assist in project definition.
- Develop preliminary table - Estimated Nitrogen-Related Improvement Costs as Percentage of Total Improvement Costs for Case Studies
- Develop preliminary table - Screening Assessment of Means for Discharge Compliance with Water Quality Orders (WQOs)
- Project List Development - Contact preliminary list of agencies listed in Table 6-1 to ensure that the data is available prior to finalizing scope, fee, and schedule.

C**ity Involvement:**

- Review and comment on draft versions of project scope of work outlines.
- Attend conference calls.
- Approve final project scope of work.

Assumptions:

- Up to 3 conference calls of 1.5 hours each.
- Up to 2 draft versions of project scope of work outline, one draft SOW, and final SOW.

Deliverables:

- Draft outlines for revised project scope of work.
- Final revised project scope of work.

Task 13.6 – Advanced Treatment Study Case Study Comparison

Task Objectives

Attempt to obtain capital (e.g., capacity) and nutrient removal improvement costs from other North California Public Operated Treatment Works (POTWs) to provide Yuba City (City) staff a better understanding of relative capital and nutrient removal improvement costs. It is anticipated that the cost data will indicate that nutrient relative improvement costs represent the majority (e.g., 70 to 80 percent) of overall capital improvement costs.

Effort associated with obtaining readily available cost information from reports, data, and other information will be limited to estimated capital and operations and maintenance (O&M) costs and the specific agencies listed in Table 6-1.

Primary Activities

Complete Table 6-1 and conduct one 1.5-hour conference call to review results of findings and receive comments from the City.

City Involvement

Review list of agencies included in Table 6-1 and draft Table 6-1 once it has been completed by Jacobs.

Assumptions

- Case study costs (both capital and O&M) will be divided into “Nitrogen-Related Improvements” and “Non-Nitrogen Related Improvements” and shown in Table 6-1.
- No additional costs will be estimated, and no further effort will be made to estimate potential costs for constituents specific to Yuba City.
- Evaluation will NOT review or consider treatment approaches taken by other Northern California Valley POTWs to address constituents other than nitrogen.

Deliverables

Limited to Draft and Final versions of Table 6-1 with brief description and writeup limited to 2-3 pages and primarily consisting of the information contained in this scope of work followed by a brief summary of results and findings and limited to that described in Table 6-1. Deliverable is intended to be stand-alone and separate from the Advanced Treatment Study TM, but we can include as an appendix to the TM if requested.

Task 13.7 – Screening Evaluation of Discharge Compliance

Task Objectives

1) Develop updated reasonable potential analysis (RPA) of YC WWTF effluent discharge compliance with water quality criteria to identify potential dilution requirements for the Advanced Treatment Facility using the proposed submerged bank-side outfall, and

2) Develop screening-level dilution modeling for the proposed submerged bank-side outfall at site downstream of Shanghai Falls.

Primary Activities

- Develop an updated RPA to identify dilution requirements for the Yuba City WWTF effluent chemistry data to meet current water quality criteria (based on updated effluent chemistry data for November 2017 through September 2020), existing available background Feather River chemistry data through September 2020, and using reasonable potential analysis spreadsheets.
- Develop screening-level dilution modeling for the proposed submerged bank-side outfall at one site downstream of Shanghai Falls using CORMIX1 model for a single-port discharge with an elastomeric check valve port. Model cases will apply projected build-out effluent flows and Feather River critical discharge conditions as applied in the YC WWTF Outfall and Diffuser Project Predesign Report (Jacobs, February 2020). Summarize modeling inputs and results in a table, and provide recommendations for aquatic life and human health mixing zone boundaries.
- Conduct one 1.5 hour conference call to review results of findings and receive input and comments from the City.
- Develop text to summarize the results and assumptions of the RPA update and the discharge modeling to be included in the Advanced Treatment Study Technical Memorandum.

City Involvement

- Provide effluent chemistry data for November 2017 through September 2020 – including ammonia, metals, and priority pollutant organics.
- Provide the City's Feather River monitoring data for November 2017 through September 2020 – including ammonia, metals, and priority pollutant organics.
- Provide reviews and input during project review meetings and to the draft deliverable listed under this task.

Assumptions

- Feather River bathymetry will be based on June 2020 survey and current velocities calculated using the existing SRH-2D model output for Human Health (Harmonic Mean), Acute (1Q10), and Chronic (7Q10) river flow conditions.
- Ammonia water quality criteria applied will be based on EPA 2013 ammonia criteria assuming mussels are present, and CVCWA proposed ammonia criteria with mussels present – to represent conservative ammonia criteria conditions in the future.
- The dilution provided by the proposed submerged bank-side outfall in the Feather River will be constrained by the low river flow volume, water depths, and river channel geometry.
- Recommended aquatic life mixing zone boundaries will be in alignment with SIP and it is assumed the CVRWQCB will allow the City to utilize complete mix of river flow with the City effluent discharge to the river for the human health mixing region.
- Dynamic modeling of any constituents is not included.

Deliverables

- Updated RPA
- Dilution model summary table
- Meeting summary from review conference call
- Incorporate results into Advanced Treatment Study Technical Memorandum

Schedule

Table 1 presents a summary of the revised project schedule along with key client meetings, conference calls, and submittal dates.

Table 1. Revised Schedule for WWTF Advanced Treatment Study Project

Task/Activity	Milestone / Submission Date
Notice to Proceed (City, assumed date)	November 23, 2020
City to Provide Feather River Monitoring Data	December 4, 2020
Deliver Draft Table 6-1 and Summary	December 18, 2020
City Review Period	December 18 – January 8, 2021
City Closed for Holidays	December 24 – January 4, 2021
Task 13.6 Case Study Review Conference Call	January 12, 2021
Task 13.7 Discharge Compliance Review Conference Call	January 14, 2021
City provides direction to resume completion of Advanced Treatment Study	January 15, 2021
Deliver Draft Workshop Materials	January 29, 2021
City Reviews Workshop Materials	February 1-8, 2021
Task 2.4 Alternative Development Workshop	February 9, 2021
Draft Technical Memorandum	February 26, 2021
Client Consolidated TM Review Comments	March 12, 2021
Final TM	April 2, 2021

Fees Estimate and Rate Schedule

Appendix A presents our fee estimate for the changes to the Advanced Treatment Study. The Rate Schedule will be the same as the Outfall and Diffuser Project.

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT WWTF Advanced Treatment Study (ATS) Case Study Comparison and Discharge Compliance Screening Evaluation	Total Hours	Total Labor	Travel	Expense	Subs	10% Expense/Travel Markup	5% Subcontract Markup	Total Expenses	Total Fee Estimate
Task 13 Advanced Treatment Study Amended Tasks									
Task 13.2 - Sunsweet Characterization									
Subtotal - Task 13.2.2 Sunsweet Handling Options	12	$ 2,644	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,644
Task 13.3 - Project Management and Meetings									
Subtotal - Subtask 13.3 - Project Management and Meetings	164	$ 29,032	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,032
Task 13.5 - Study Rescoping									
Subtotal - Task 13.5. Study Rescoping	101	$ 21,113	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,113
Task 13.6 - ATS Case Study Evaluation									
Subtotal - Task 13.6 ATS Case Study Evaluation	88	$ 19,754	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,754
Task 13.7 - Screening Evaluation of Discharge Compliance									
Subtotal - Subtask 13.7 - Screening Evaluation of Discharge Compliance	83	$ 16,692	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,692
Task 13 Advanced Treatment Study Amended Task Budget	448	$ 89,234	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,234

Yuba City WWTF Outfall and Diffuser Project
Contract Budget Authorization

City of Yuba City

Task	Proposed Contract Budget Amount	Original Authorized Amount and Date (7/11/18)	Amendment 1 Authorized Amount and Date (9/19/19)	Amendment 2 Authorized Amount and Date (7/10/20)	Amendment 3 Authorized Amount and Date (TBD)	Total Authorized Amount Amount To-Date
Task 1 - Predesign	$821,864	$821,864	$87,540	$71,758	$0	$981,162
Task 2 - ROW Acquisitions	$185,305	$185,305	$0	$0	$0	$185,305
Task 3 - Design	$570,155	$570,155	$0	-$289,786	$0	$280,369
Task 4 - Enviromental Services/Permitting	$254,423	$254,423	$0	$35,053	$0	$289,476
Task 5 - Bid Services	$57,819	$57,819	$0	$0	-$50,000	$7,819
Task 6 - Services During Construction	$239,751	$0	$0	$0	$0	$0
Task 7 - Testing and Startup	$177,897	$0	$0	$0	$0	$0
Task 8 - Construction Management	$458,476	$0	$0	$0	$0	$0
Task 9 - Operations and Maintenance Manual	$21,362	$0	$0	$0	$0	$0
Task 10 - Project Management	$503,617	$344,301	$10,294	$38,024	$0	$392,619
Task 11 - CA SRF Loan Application Support	$50,000	$50,000	$0	$0	$0	$50,000
Task 12 - Supplement Services	$499,564	$499,564	$65,043	$24,914	$0	$589,521
Task 13 - Advanced Treatment Study	$0	$0	$0	$120,037	$50,000	$170,037
Total	**$3,840,234**	**$2,783,431**	**$162,877**	**$0**	**$0**	**$2,946,308**

ATTACHMENT 3

Wastewater Treatment Facility
Effluent Discharge Outfall Diffuser Project

Contract Amendment Summary

Amendment 1:

Staff executed Amendment No. 1 in the amount of $162,877 from the Council-approved contingency to complete the following out of scope tasks that were necessary to complete the preliminary design:

- Spring 2019 Bathymetric Survey
- 2019 Supplemental Riverbed-form Modeling and Evaluation
- 2019 River-bottom Geophysical Survey
- Riverbed-form Evaluation Update to Address Downstream Channel Constriction
- Supplemental Drone Survey

Amendment 2:

On July 7, 2021, Council authorized Amendment No. 2 in the amount of $289,786 to transfer funds from final design to fund out of scope work necessary to proceed towards final design, including effluent pumping system testing support, in-river geotechnical boring permitting support, dynamic modeling support, spring season bathymetry surveys, a hydraulic and scour analysis, an additional predesign workshop, and project management associated with these additional tasks. Amendment No. 2 also included the Advanced Treatment Study.

Amendment 3:

Amendment No. 3 transferred funds in the amount of $50,000 from bid services to the Advanced Treatment Study to fund additional case study evaluations and further evaluate discharge compliance for a potential side-bank discharge.

Amendment 4:

Amendment 4 included funding reconciliation for contract budget transfers made via Amendments 2 and 3, as well as additional services to support activities during the predesign, final design, and bid phases of the Project for additional Dissolved Oxygen analyses, in-river geotechnical boring permitting support, hydraulic and scour modeling analyses, follow-on tasks to the Advanced Treatment Study, labor escalation for deferred activities, and project management support.

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022

To: Honorable Mayor & Members of the City Council

From: Development Services Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: 2022 Community Development Block Grant Annual Action Plan and 2021 Action Plan Amendment

Recommendation: A. Conduct a Public Hearing to receive comments on the CDBG 2022 Annual Action Plan and the 2021 Action Plan Substantial Amendment and after consideration

B. Adopt a Resolution approving the proposed CDBG 2022 Annual Action Plan and 2021 Action Plan Substantial Amendment and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing

Fiscal Impact: $628,585 received from the 2022 CDBG allocation, and a transfer of $145,416.23 from the 2021 allocated funds.

Purpose:

To approve the CDBG 2022 Annual Action Plan to receive and allocate $628,585 in funding, and approve the 2021 Amended Action Plan to transfer $145,416.23 in unexpended funds from the 2021 program year.

Council's Strategic Goals:

This item addresses Council's goals for public safety and infrastructure improvements.

Background:

The City of Yuba City is an entitlement jurisdiction of the Community Development Block Grant (CDBG) program and receives an annual allocation of funds from the Department of Housing and Urban Development (HUD). The purpose of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities. HUD requires the City to prepare an Annual Action Plan that describes how the allocation of funds will be utilized to meet the intended goals of the CDBG program. Funds are required to be used to meet at least one of the program's following priority objectives:

1. Benefit low- and moderate- income (LMI) persons

2. Aid in the prevention or elimination of slums or blight
3. Meet a need having a particular urgency (to alleviate emergency conditions)

City staff held a public meeting on February 10, 2022 to encourage public input regarding the development of the Action Plan, and provide potential CDBG applicants with information regarding the application process. The City received twenty applications, totaling approximately $1,665,950 in funding requests.

Analysis:

The proposed 2022 Action Plan details the budget for CDBG funding of projects and programs within the City for the 2022 Program Year (PY), which covers the July 1, 2022-June 30, 2023 period. The City has been allocated $628,585 in CDBG funding for the 2022 PY. In accordance with HUD regulations, twenty percent ($125,705) of the allocation can be utilized for administration costs and an amount not to exceed fifteen percent ($94,287.75), can be allocated to public services related to serving LMI persons, such as homeless-related services.

The proposed funding is based upon available funds, programs, and applications received. The required 30-day public comment period began on June 24, 2022 and will conclude on July 24, 2022. During this time, members of the public, local non-profit agencies, and other interested organizations are able to view the Annual Action Plan and are encouraged to provide the City with comments.

Below are the recommended projects and programs to be funded in the 2022 CDBG PY:

Agency/Project	**Recommended Funding***	**Description**
Program Administration (15%)	$ 94,287.75	General administration, oversight and management of Community Development Block Grant program. Funding covers salary costs for staff and consultant services
Sutter-Yuba Homeless Consortium	$ 50,000.00	The Sutter-Yuba Homeless Consortium, in collaboration with Hands of Hope, Bridges to Housing, The Salvation Army, Central Valley Homeless Veterans Assistance Program and Sutter County Homeless Shelter provide services to the homeless population in Sutter and Yuba Counties.
Playzeum Play-For-All Initiative	$ 7,700.00	Provide scholarships for low/mod income youth for Playzeum's camps and classes, and provide on-the-go events at low-income parks in the City.
Habitat for Humanity Exterior Home Repairs	$ 10,000.00	Preserve existing housing stock through exterior home repairs for low/mod income homeowners.
FREED Center for Independent Living Home Repairs/Modifications	$ 20,000.00	Provides accessibility improvements and minor home repairs for low-income disabled and senior residents
Yuba Sutter Gleaner's Foodbank Senior Home Delivery	$ 100,000.00	Deliver 2 weekly pre-made meals and a 20lb box of groceries to seniors 65+ that lack resources to acquire healthy, nourishing food.

Yuba City Community Services Senior Center Building Improvements	$ 80,000.00	Modernize and update the restrooms of the Senior Center that serves City Seniors.
Yuba City Community Services Sam Brannan Park Safety Improvements	$ 55,000.00	Install no-climb fence and lighting to prevent vandalism and improve safety.
Yuba City Fire Department Station 1 Improvements	$ 74,725.00	Update restrooms and improve ADA access, and install an emergency-messaging digital marquee.
Yuba City, City Clean-Up	$ 45,000.00	Abatement of illegal refuse, vandalism, and damage to eliminate blight in low/mod census tracts.
Yuba City Public Works Sewer Later Repair Assistance	$ 35,000.00	Fund 3-5 sewer lateral repairs for low-income homeowners to reduce health and safety hazards.
Yuba City Public Works Sidewalk Repair Assistance	$ 35,000.00	Fund 8-12 sidewalk repair projects for low-income residents to reduce safety hazards and improve accessibility, especially for disabled residents.
Yuba City Public Works ADA Sidewalk and Public Facility Improvements	$167,288.48	Provide sidewalk and curb ramp improvements to meet ADA accessibility requirements throughout the City

**Funding includes $145,416.23 in unexpended funds from the 2021 CDBG PY*

In addition to the 2022 Annual Action Plan, City Staff is proposing a Substantial Amendment to the 2021 Annual Action Plan, to transfer $145,416.23 to the 2022 PY to be allocated to the 2022 PY projects and programs. A Substantial Amendment is required to be made when more than 15% of an annual allocation is changed from one activity to another. The Amended Action Plan has been noticed for the required 30-day Public Comment period to run in conjunction with the 2022 Action Plan comment period, and will end on July 24, 2022.

Fiscal Impact:
Program year 2022 CDBG funding in the amount of $628,525. The Action Plan proposes the following distribution of funds:

AGENCY	**RECOMMENDED FUNDING**
City of Yuba City – Development Services (Administration for CDBG)	$ 94,287.75
Sutter-Yuba Homeless Consortium	$ 50,000.00
Playzeum	$ 7,700.00
FREED Center for Independent Living	$ 20,000.00

Habitat for Humanity	$ 10,000.00
Yuba Sutter Gleaners Foodbank	$ 100,000.00
City of Yuba City – Fire Department	$ 74,725.00
City of Yuba City – Community Services	$ 135,000.00
City of Yuba City – Public Works	$ 282,288.48
Total CDBG PY 22 Funding	**$ 774,001.23 ***

**Including the proposed transfer of unexpended 2021 CDBG funding*

Alternatives:

1. Direct staff to modify the funding recommendations in the Annual Action Plan. Changes may require staff to re-notice the plan and present to City Council for approval at a later date.

Recommendation:

1. Conduct a Public Hearing to receive comments on the CDBG 2022 Action Plan and 2021 Action Plan Substantial Amendment after consideration;

2. Adopt a Resolution approving the proposed CDBG 2022 Annual Action Plan and 2021 Amended Action Plan, and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing.

Attachments:

1. Attachment 1 - Resolution Approving 2022 CDBG Annual Action Plan and 2021 Amended Action Plan
2. Attachment 2 - CDBG 2022 Draft Annual Action Plan
3. Attachment 3 - 2021 CDBG Amended Action Plan

Prepared By:
Shannon Jones
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022 ANNUAL ACTION PLAN AND THE 2021 AMENDED ACTION PLAN CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF THE CDBG PROGRAM, AND AUTHORIZING STAFF TO SUBMIT ALL APPROVED DOCUMENTS TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Department of Housing and Urban Development has determined that the City of Yuba City will receive $628,585 under program year 2022-2023 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Yuba City held a public meeting on February 10, 2022, as well as a public hearing on July 19, 2022, to consider public comments and proposals regarding the 2022 Annual Action Plan and 2021 Amended Action Plan, the community development objectives and the projected use of CDBG funds contained therein; and

WHEREAS, the City of Yuba City has provided the citizens with an opportunity to review and comment on concerns involving the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken and other important program requirements, and provided citizens with adequate opportunity to participate in the development of the 2022 Annual Action Plan and 2021 Amended Action Plan, including any revisions, changes or amendments thereto for a 30-day period commencing on June 24, 2022 and ending on July 24, 2022.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the 2022 Annual Action Plan and 2021 Amended Action Plan are hereby approved, that the City Manager is authorized to execute all documents related thereto, and that staff is authorized to submit all documents to the United States Department of Housing and Urban Development.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on July 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF Yuba City

2022 *Annual DRAFT* Action Plan

COMMUNITY DEVELOPMENT BLOCK GRANT

Development Services Department

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Yuba City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, one of several Department of Housing and Urban Development (HUD) formula entitlement programs. As an entitlement jurisdiction, HUD requires the City to complete and submit an Annual Action Plan (Action Plan) in order to receive CDBG funds annually. The DRAFT 2022 Action Plan is the third Action Plan covered by the 2020 Consolidated Plan (Con Plan).

The format of the Draft 2022 Action Plan is required and consistent with HUD's Integrated and Disbursement Information System (IDIS).

The Draft 2022 Action Plan consists of five (5) sections including: 1) Executive Summary; 2) Expected Resources; 3) Annual Goals and Objectives; 4) Affordable Housing; and, 5) Program Specific Requirements.

Yuba City's Development Services Department is the lead agency responsible for developing the 2022 Action Plan and is responsible for the administration of CDBG funds, including implementation of projects and programs and monitoring projects and programs to ensure compliance with HUD requirements and regulations.

2. Summarize the objectives and outcomes identified in the Plan

The City is required to implement and use HUD's Outcome Performance Measurement System (OPMS). The OPMS was developed to enable HUD to collect and standardize performance data on entitlement-funded activities from all grantees nationwide for use in reporting to Congress on the effectiveness of HUD's formula entitlement programs.

Based on the Needs Assessment and Market Analysis information, the City's 2020 Con Plan identifies the following affordable housing and community development goals by OPMS objectives and outcomes.

3. Evaluation of past performance

In addition, annually the City is required, at the conclusion of the Program Year (PY), to complete and submit to HUD a Consolidated Annual Performance and Evaluation Report (CAPER) reporting on the Action Plan Goal outcomes and expenditures. Subsequently to the submittal of the CAPER, HUD assesses the City's management of CDBG program funds.

Overall, the City has performed satisfactorily managing the CDBG Program and addressing its priority needs through the programs set out in the 2020 Con Plan.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation process included a variety of efforts to encourage public participation, especially from lower income residents and service providers, in the development of the Draft 2022 Action Plan. Two meetings were held during the Action Plan development process to solicit public input. The first public meeting was held via Zoom on February 10, 2022 to solicit input and request participation in the development of the 2022 Action Plan. The Public Hearing will be held on July 5, 2022 and will be published in the Appeal-Democrat 30 days prior to the meeting in accordance with the City's Citizen Participation Plan. A 30-day public review and comment period will commence on June 24, 2022 and ended on July 24, 2022.

The meetings were noticed on the City's website, in addition, information regarding the meetings was emailed directly to the City's CDBG Interest List, including public and private service providers and government agencies.

A summary of the Draft 2022 Action Plan was published on June 23, 2022 in the Appeal Democrat, noting that a Public Hearing will be held on July 19, 2022 to solicit public comment on the Draft 2022 Action Plan. The Draft 2022 Action Plan was also made available on the City's website and in hard copy at both City Hall and the Public Library.

5. Summary of public comments

RESERVED FOR PUBLIC COMMENTS

6. Summary of comments or views not accepted and the reasons for not accepting them

RESERVED FOR PUBLIC COMMENTS

The Draft 2022 Action Plan identifies the activities the City will undertake during the 2022 Program Year to address the goals identified in the 2020 Con Plan. The Draft 2022 Action Plan identifies the following activities the City and/or its Sub-Recipients will undertake with the CDBG funds.

- **Public service activities that address homeless needs, including:**

  1. Sutter-Yuba Homeless Consortium – Homeless Services Consolidation:
     - 1.1. Bridges to Housing
     - 1.2. Central Valley Homeless Veterans Assistance
     - 1.3. Hands of Hope
     - 1.4. The Salvation Army
     - 1.5. Regional Emergency Shelter Team (REST)

- **Housing activities, including:**

  1. FREED – Home Repair/Modification Program for Disabled and Elderly Homeowners
  2. Habitat for Humanity – Exterior Home Repair Program
  3. Yuba City – City Clean-Up

- **Public Facilities and Improvements, including Removal of Architectural Barrier activities:**

  1. Yuba City Public Works Department – ADA sidewalk and Public Right-of-Way Improvements
  2. Yuba City Public Works Department – Sewer Later Repair Assistance
  3. Yuba City Public Works Department – Sidewalk Repair Assistance
  4. Yuba City Community Services Department – Senior Center Building Improvements
  5. Yuba City Community Services Department – Sam Brannan Playground Safety Improvements
  6. Yuba City Fire Department – Emergency Messaging Marquee and Restroom Improvements

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Yuba City	Development Services

Table 1 – Responsible Agencies

Narrative

The City's Development Services Department (DSD) is the lead agency responsible for overseeing development of the Action Plan.

HUD requires entitlement jurisdictions that receive CDBG, HOME Investment Partnership Program (HOME) or Emergency Shelter Grant (ESG) funds directly from HUD to complete an Annual Action Plan.

The City does not receive HOME or ESG funds directly from HUD; as a result, the Action Plan focuses only on identifying and prioritizing programs allowed under CDBG funding.

The City's Development Services Department is responsible for the administration of the CDBG funds, including facilitating project/program implementation, monitoring project activities and outcomes, and ensuring compliance with all HUD requirements and regulations such as fair housing, Davis-Bacon requirements (prevailing wages), environmental reviews, affirmative action, competitive bidding procedures, and fiscal and contract administration. CDBG activities are carried out by both internal City Departments as well as external Sub-Recipients.

Consolidated Plan Public Contact Information

Comments and/or inquiries regarding the Action Plan should be directed to:

Shannon Jones, Development Services Analyst, City of Yuba City, Development Services Department, 1201 Civic Center Blvd., Yuba City, CA 95993, phone: (530) 822-5145, e-mail: sjones@yubacity.net.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process requires jurisdictions to contact and consult with other public and private agencies when developing the Plan. The Plan itself must include a summary of the consultation process, including identification of the agencies that participated in the process. Jurisdictions also are required to summarize their efforts to enhance coordination between public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has developed and maintained on-going, collaborative relationships with the Regional Housing Authority, Sutter-Yuba Homeless Consortium, (SYHC), local service providers, Sutter County agencies and the Yuba-Sutter Economic Development Corporation in an effort to enhance the coordination of services to low and moderate-income persons, special needs groups, and businesses. The City's efforts have included attending meetings, exchange of information and coordination of services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works in cooperation with the SYHC to address the needs of homelessness in the community. The SYHC consists of over 50 members, including the City of Yuba City, that utilize the Continuum of Care planning process to address homeless needs in the City of Yuba City and throughout the region. The SYHC allows for maximizing funding resources, helps to avoid duplication of services and provides for a comprehensive approach to homelessness. During the 2022 Action Plan process, the City consulted members of the SYHC in order to meet the Action Plan requirements.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This section is not applicable as the City is not an ESG grantee. The Sutter-Yuba Homeless Consortium is the entity that administers the HMIS.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Agencies representing the homeless, non-homeless and housing providers participated in the annual CDBG Community Needs Workshop. The agencies were encouraged to apply for CDBG funding. The agencies were asked to review and comment on the Draft 2022 Action Plan. Public service agency consultations assist the City to prioritize funding and to identify trends in housing and human service needs.

1	**Agency/Group/Organization**	CITY OF YUBA CITY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	By email communication and public workshops. The City maintains a close working relationship with service providers and also open communication to ensure participation and coordination.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sutter-Yuba Homeless Consortium	The goals contained in the 2020 Con Plan and Draft 2022 Action Plan are consistent with the Continuum of Care. The City will work within the framework of the Sutter-Yuba Homeless Consortium to address homeless needs.
Yuba City Housing Element	City of Yuba City	The goals contained in the 2020 Con Plan and Draft 2022 Action Plan are consistent with the Programs outlined in the 2021-2029 Housing Element.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Yuba City Economic Development Strategic Work Plan	City of Yuba City	The goals contained in the 2020 Con Plan and Draft 2022 Action Plan are consistent with the initiatives outlined in the Economic Development Strategy.
PHA 5-Year Plan	Regional Housing Authority	The goals contained in the 2020 Con Plan and Draft 2022 Action Plan are consistent with the needs, goals and objectives outlined in the PHA 5-year Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative

The City will, in conjunction with the development of affordable housing, submit applications for funding, implementation of activities and delivery of services targeted to low and moderate-income households, continue to work and coordinate with other public entities, including the Regional Housing Authority, Sutter County and the State of California.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City followed requirements for citizen participation outlined in the City's Citizen Participation Plan. The City encouraged citizens, along with local and regional organizations, to participate during the preparation of the Draft 2022 Action Plan. Regional and local service agencies, non-profit organizations, City staff, City Council and City Commissions were invited to two (2) public meetings held to discuss the Draft 2022 Action Plan update and solicit comments. The first virtual meeting was held on February 10, 2022 at 10:00 a.m. The second meeting, a Public Hearing, is scheduled to be held on July 19, 2022.

The Draft 2022 Action Plan will be made available for public review and comment during a 30-day period, June 24, 2022 through July 24, 2022. A Public Hearing will be held on July 19, 2022 at 6:00 p.m., at City Hall in Yuba City before the City Council to solicit public comment regarding the 2022 Action Plan. The Draft 2022 Action Plan will also be made available during the 30-day comment period on the City's website and copies made available at City Hall. The City's website also included notification of the development of the Draft 2022 Action Plan and encouraged citizens to provide input.

Prior to submission to the Department of HUD, the City Council reviews and approves the Action Plan

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-targeted/broad community	The City hosted a virtual public meeting on February 10, 2022 to provide information on the consultation and planning process, review the application process and encourage public participation and comment in the development of the Draft 2022 Action Plan.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net
2	City Website	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Announcement that the City is developing its Draft 2022 Action Plan, encouraged public input and participation. Identified meeting dates and the availability of the Draft 2022 Action Plan for public review and comment.	No public comments received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City has scheduled a Public Hearing on July 19, 2022 to request approval and authorization for the submission of the 2022 Annual Action Plan to HUD.	Reserved for public comments.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net
4	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Notice of the July 19, 2022 Public Hearing will be posted in the Appeal Democrat on June 23, 2022.	Reserved for public comments.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of Con Plan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	**Public-Federal**	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	**$628,585**	**$158,343.15**	**$145,416.23**	**$932,284.38**	**$1,280,000**	**Expected amount available remainder of Con Plan based on $640,000 annual allocation for 2 years.**

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds may not be sufficient to fully fund activities undertaken and are leveraged with a variety of Federal, State funds, charitable organizations and private donations. The CDBG funds do not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The regional Housing Authority (RHA) manages the City's Homes2Families (H2F) and Neighborhood Stabilization properties (NSP). These properties are owned by the City and are used for affordable rental units based on California's Department of Housing and Community Development guidelines. There are currently seventeen (17) NSP properties and nine (9) H2F properties.

Discussion

The City operates the Owner-Occupied Housing Rehabilitation Program, (Housing Rehabilitation Program). The amount and availability of funds for this Program cannot be predicted due HUD funding constraints and the unknown amount of Program Income that will be received. Program Income is generated by past loans being paid off and the proceeds deposited into the Housing Rehabilitation Program activity

The City will aggressively pursue, or support applications by other entities for, Federal and State funding over the 2022 Program Year to address priority needs; however, other funding sources available to the City or its partners will be through a competitive application process. The City cannot be assured an application(s) will be successful based on the rating and ranking criteria. Due to limited funding availability, the City will struggle to meet future matching requirements should the City be successful in applying for other Federal or State funding sources and matching funds be required.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2020	2024	Affordable Housing	Citywide	Preservation of existing units	CDBG: $30,000	Homeowner Housing Rehabilitated; FREED – Home Repair and Modifications; Habitat for Humanity, Exterior Home Repair Program: 103 Households
2	Non-Homeless Supportive Services	2020	2024	Non-Homeless Special Needs	Citywide	Housing and Supportive Services for Special Needs Program Administration	CDBG: $7,700	Public service activities other than Low/Moderate Income Housing Benefit: 800 Persons Assisted
3	Homeless Assistance	2020	2024	Homeless	Citywide	Homeless Housing and Supportive Services	CDBG: $50,000	Public service activities other than Low/Moderate Income Housing Benefit: 716 Persons Assisted
4	Infrastructure Improvements/ADA Modifications	2020	2024	Non-Housing Community Development	Citywide	Public Improvements and Infrastructure	CDBG: $237,287	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 12,936 Persons Assisted
5	Public Facilities Construction/Rehabilitation	2020	2024	Non-Housing Community Development	Citywide	Program Administration Public Facilities	CDBG: $154,725	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,750 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Rehabilitation
	Goal Description	Activities include Habitat for Humanity Exterior Home Repair Program, FREED-Minor Home Repair/Modification Program and the City's Owner-Occupied Housing Rehabilitation Program.
2	**Goal Name**	Non-Homeless Supportive Services
	Goal Description	Utilizing Community Development Block Grant funds provide assistance to non-profit organizations for provision of supportive services targeted to non-homeless special needs population (disabled, seniors, families, domestic violence victims)
3	**Goal Name**	Homeless Assistance
	Goal Description	Activities include Sutter-Yuba Homeless Consortium-Homeless Coordinator, A Hand Up Ministry-Food provisions for the homeless, Bridges to Housing-Homeless Assistance, Central Valley Homeless Veterans, Hands of Hope-Day Shelter, The Salvation Army provides rental assistance and supportive services to homeless individuals and households, Regional Emergency Shelter Team (REST) and the Sutter County Homeless Shelter provide services to the homeless population in Sutter and Yuba Counties. In addition, the SYHC will be acting as the lead agency and fiscal agent in providing services and programs, in conjunction with five (5) other non-profit agencies, to the City's homeless.
4	**Goal Name**	Infrastructure Improvements/ADA Modifications
	Goal Description	Activities include installation of ADA accessible ramps, curb cuts and gutters.
5	**Goal Name**	Public Facilities Construction/Rehabilitation

	Goal Description	Activities include rehabilitation/renovation of neighborhood parks, replacement of playground structures and ADA improvements of public facilities.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	Program Administration; 21A – General Program Administration
2	Sutter-Yuba Homeless Consortium, Homeless Services Coordination; LMC, 05 – Public Services
3	Habitat for Humanity – Exterior Home Repair Program; LMH, 14A - Rehab; Single-Unit Residential
4	FREED Home Repair/Modification Program; LMH, 14A - Rehab; Single-Unit Residential
5	Yuba-Sutter Gleaners Foodbank Senior Home Delivery Program; LMC, 05A – Senior Services
6	Playzeum Play-for-All Initiative; LMC, 05D – Youth Services
7	City of Yuba City - ADA Sidewalk and Curb Cut Installation; LMC, 03L - Sidewalks
8	City of Yuba City - Sewer Lateral Repair Assistance; LMC, 03J – Water/Sewer Improvements
9	City of Yuba City - Sidewalk Repair Assistance
10	City of Yuba City - Sam Brannan Park Safety Improvements; LMA – 03F, Parks, Recreational Facilities
11	City of Yuba City - Senior Center Building Improvements; LMC, 03A – Senior Centers
12	City of Yuba City - Fire Station 1 Restroom Updates and Emergency Messaging Marquee; LMA, 03O
13	City of Yuba City – City Clean-Up Project;

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The activities recommended for funding for the 2022 PY are consistent with the priority needs identified in the Strategic Plan. Lack of funding is the greatest obstacle to addressing underserved needs. The City has $628,525 in CDBG funds available for the PY. In addition, a total of $145,416.43 of unexpended CDBG funds from 2019 – 2021 Program Years will be used to fund the proposed programs and projects for the 2022 Program Year.

The City received $1,521,798 in funding requests. In addition, the City is limited on the amount of funds that can be spent on Public Services and Program Administration & Planning in accordance to HUD regulations. As a result, the City is limited from spending more than 15% of its annual allocation, plus Program Income, on Public Service activities; therefore, some activities are not funded completely and some are partially funded based on the amount requested.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Non-Homeless Supportive Services Homeless Assistance Infrastructure Improvements/ADA Modifications Public Facilities Construction/Rehabilitation
	Needs Addressed	Program Administration
	Funding	CDBG: $94,288
	Description	General administration, oversight and management of Community Development Block Grant Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	1201 Civic Center Blvd., Yuba City, CA
	Planned Activities	Administration, management, implementation and monitoring of activities funded by Community Development Block Grant funds.
2	**Project Name**	Sutter-Yuba Homeless Consortium – Homeless Services
	Target Area	Citywide
	Goals Supported	Homeless Assistance

	Needs Addressed	Homeless Housing and Supportive Services
	Funding	CDBG: $50,000
	Description	The Sutter-Yuba Homeless Consortium, (SYHC), in collaboration with Hands of Hope, Bridges to Housing, The Salvation Army, Central Valley Homeless Veterans Assistance Program, Regional Emergency Shelter Team (REST) and the Sutter County Homeless Shelter provide services to the homeless population in Sutter and Yuba Counties. In addition, the SYHC will be acting as the lead agency and fiscal agent in providing services and programs, in conjunction with five (5) other non-profit agencies, to the City's homeless population.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	A combined total of 616 low-income homeless persons
	Location Description	Citywide
	Planned Activities	Continuum of Care Homeless Coordinator Salary; One-time security deposit assistance for homeless re-housing; assistance for homeless veterans to secure permanent housing; assistance for day shelter for homeless families; and rental assistance and supportive services provided by The Salvation Army. Additional services provided by Hands of Hope include showers, laundry facilities, clothes closet, computer access and assists in the operation of the Coordinated Entry System (CES), the Regional Emergency Shelter Team, (REST), provides seasonal emergency shelter services to single males and females and day-to-day operational services provided by the Sutter County Homeless Shelter.

3	**Project Name**	Habitat for Humanity - Exterior Home Repair Program
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Preservation of existing units
	Funding	CDBG: $10,000
	Description	Provide exterior work to qualified low-income homeowners in order to prevent further damage and/or to provide livable standards.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	3 low-income homeowners
	Location Description	Citywide
	Planned Activities	Volunteer teams will participate in a variety of work including: roofing, siding, painting, landscaping, replacing doors and windows and performing exteriors repairs at minimal costs to homeowners who would be unable to complete home repairs on their own.
4	**Project Name**	FREED Home Repair and Modifications Program
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Preservation of existing units
	Funding	CDBG: $20,000
	Description	Provide minor health and safety related accessibility modifications for low-income disabled and senior homeowners.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	50 low-income homeowners
	Location Description	Citywide
	Planned Activities	The Program will provide health and safety related home accessibility modifications to low-income disabled and elderly homeowners that will allow them to remain living safely and independently in their home.
5	**Project Name**	Yuba-Sutter Gleaners Foodbank – Senior Home Delivery Program
	Target Area	Citywide
	Goals Supported	Non-Homeless Supportive Services
	Needs Addressed	Housing and Supportive Services for Special Needs Program Administration
	Funding	CDBG: $100,000
	Description	Deliver 2 weekly pre-made meals and a 20lb box of groceries to seniors 65+ that lack resources to acquire healthy, nourishing food.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	150 low-income Seniors
	Location Description	Citywide

	Planned Activities	Provide food deliveries to low-income senior residents that are 65+ of age, with the goals of reducing hunger, and providing nourishing prepared meals and groceries.
6	**Project Name**	Playzeum – PLAY-for-All Initiative
	Target Area	Citywide
	Goals Supported	Non-Homeless Supportive Services
	Needs Addressed	Housing and Supportive Services for Special Needs Program Administration
	Funding	CDBG: $7,700
	Description	Provide scholarships for low/mod income youth for Playzeum's camps and classes and provide on-the-go events at low-income parks in the City.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	4,800 Low-Income youths
	Location Description	Citywide
	Planned Activities	Provide scholarships for low/mod youth to attend Playzeum's camps and classes.
7	**Project Name**	ADA Sidewalk and Public Facility Improvements
	Target Area	Qualified Low/Mod Census Tracts
	Goals Supported	Infrastructure Improvements/ADA Modifications
	Needs Addressed	Public Improvements and Infrastructure

	Funding	CDBG: $167,287
	Description	Provide sidewalks and improvements to public facilities allowing ADA accessibility.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	12,736 low-income persons
	Location Description	Qualified Low/Mod Census Tracts
	Planned Activities	Provide safe passage for individuals with disabilities by installing new curb, gutter, and ADA compliant sidewalks/ramps.
8	**Project Name**	City of Yuba City - Sewer Lateral Repair Assistance
	Target Area	Qualified Low/Mod Census Tracts
	Goals Supported	Public Facilities Construction/Rehabilitation
	Needs Addressed	Program Administration Public Facilities
	Funding	CDBG: $35,000
	Description	Repair 3 – 5 sewer-lateral for low-income residents to reduce health and safety hazards.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	20 low/mod-income residents

	Location Description	Qualified Low/Mod Census Tracts
	Planned Activities	Repair lateral failures within the identifies Low/Mod Income areas with its own forces, thereby addressing the health and safety concerns for low-income residents.
9	**Project Name**	Sam Brannan Skate Safety Improvements
	Target Area	Qualified Low/Mod Census Tracts
	Goals Supported	Public Facilities Construction/Rehabilitation
	Needs Addressed	Program Administration Public Facilities
	Funding	CDBG: $55,000
	Description	Install new fence that prevents vandalism and reduces injury risk, install lighting where needed for after-hours.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	12,736 low-income persons
	Location Description	Sam Brannan Park, 810 Gray Avenue, Yuba City
	Planned Activities	Increase safety by installing a no-climb fence and lighting for after-dark hours.
10	**Project Name**	City of Yuba City - Senior Center Building Improvements
	Target Area	Qualified Low/Mod Census Tract
	Goals Supported	Public Facilities Construction/Rehabilitation

	Needs Addressed	Program Administration Public Facilities
	Funding	CDBG: $80,000
	Description	Modernize and update the interior of the Senior Center
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	750 seniors
	Location Description	777 Ainsley Avenue, Yuba City
	Planned Activities	Remodel and update the restrooms of the Senior Center to continue serving the City's Senior community.
11	**Project Name**	City of Yuba City – City Clean-Up
	Target Area	Citywide
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $45,000
	Description	Illegal refuse, damage, and vandalism abatement to eliminate blight.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	12,736

	Location Description	Qualified Low/Mod Census Tracts
	Planned Activities	Clean-up and removal of illegally disposed refuse, damage, and vandalism throughout the City.
12	**Project Name**	City of Yuba City – Sidewalk Repair Assistance
	Target Area	Qualified Low/Mod Census Tracts
	Goals Supported	Public Facilities Construction/Rehabilitation
	Needs Addressed	Program Administration Public Facilities
	Funding	CDBG: $35,000
	Description	Fund 8-12 sidewalk repairs for low-income homeowners.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	40-60 low/mod-income residents
	Location Description	Qualified Low/Mod Census Tracts

	Planned Activities	Fund sidewalk repairs for low/mod-income homeowners in the City that have been damaged and create safety hazards for area residents, particularly impacting the elderly and physically disabled.
13	**Project Name**	City of Yuba City Fire Station Improvements
	Target Area	Qualified Low/Mod Census Tracts
	Goals Supported	Public Facilities Construction/Rehabilitation
	Needs Addressed	Public Facilities
	Funding	CDBG: $74,725
	Description	Restrooms will be updated an ADA access improved. Digital Marquee will display fire and other emergency messaging to reach members of public
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	12,736 low-income persons
	Location Description	Qualified Low/Mod Census Tracts
	Planned Activities	Upgrade station restrooms and improve ADA accessibility. Install digital marquee to display emergency messaging to reach residents and those who don't readily have access to the internet and/or smartphones.

**The total amount funded includes a proposed transfer of $145,416.23 from the 2019-2021 Program Years, Owner-Occupied Housing Rehabilitation activity.*

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In general, the City will allocate investment of resources on a city-wide basis. The City will allocate a portion of its funding to the Qualified Low/Mod Census Tracts.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	**27%**
Qualified Low/Mod Census Tracts	**54%**

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City allocates the majority of funding on a city-wide basis; however, the distribution of funding is predicated somewhat on the nature of the activity to be funded. Resources targeted to new construction and preservation of existing housing will be allocated on a city-wide basis.

Resources targeted to special needs populations, including homeless, will also be allocated on a city-wide basis, where needs are identified and/or where resources can be coordinated with existing facilities and services.

Activities such as public facilities and improvements will be targeted to areas identified as Qualified Low/Mod Census Tracts; these are those older, low-income neighborhoods within the City most in need of assistance.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	103
Special-Needs	0
Total	103

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	103
Acquisition of Existing Units	0
Total	103

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Goals contained in the City's 2020 Consolidated Plan are to increase the supply of affordable housing though Housing Rehabilitation and construction of new affordable housing units. The City does not anticipate it will provide rental assistance or acquire existing housing units during the five-year planning period covered by the Consolidated Plan. The City will support both public and private agencies and non-profit and for-profit housing developers in their efforts to increase the supply of affordable housing to homeless, non-homeless and special needs populations.

The housing units and households anticipated to be assisted during the 2022 Program Year will be provide by the following Housing Programs: FREED Minor Home Modification/Repairs, Habitat for Humanity's Exterior Home Repair and the City's Neighborhood Revitalization Programs.

AP-60 Public Housing – 91.220(h)

Introduction

The purpose of this section is to outline actions the City will take to address the needs of Public Housing. The City does not own or operate Public Housing or have any oversight over the operation of the Regional Housing Authority (RHA); therefore, the City will act to continue its efforts to maintain a close working relationship with the RHA supporting their actions to address the needs of Public Housing.

Actions planned during the next year to address the needs to public housing

As noted above, the City does not own or operate any Public Housing in the City; the RHA serves the City. During the 2022 Program Year, the City will continue its close working relationship with the RHA to expand housing opportunities for the City's residents.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not own or operate Public Housing or have oversight over RHA operations, there are no actions directed specifically to Public Housing tenants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The RHA is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section identifies the actions the City will take during the 2022 Program Year, (2022 PY), to address homelessness. The City's goals are to address chronic homelessness by assisting Transitional Housing Programs that provide on-going supportive services such as case management, education and job training to help ensure that people do not return to homelessness. The City will also provide assistance to homeless persons and low-income families at risk of becoming homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City works in partnership with the Sutter-Yuba Homeless Consortium (SYHC) to address homelessness. Annually the SYHC conducts a Point-in-Time (PIT) count. The PIT provides valuable information, including demographic and living situation information that allows service providers and the community to better identify and evaluate the homeless population and their needs. During the 2022 PY the City will provide CDBG funds to the SYHC and its efforts to address homeless needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

During the 2022 PY the City will allocate a portion of CDBG funds under the Public Service Category to organizations that provide emergency shelter and transitional housing services to the homeless. The City will provide CDBG funding to the SYHC who is acting as the lead agency for all six (6) non-profit agencies to address the needs and provide services to the homeless population. Funding for two of the service providers are for the Sutter County Homeless Shelter for day-to-day operational services and to Hands of Hope for that provides showers, laundry facilities, clothes closet, computer access as well as referral and advocacy services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will provide CDBG funding for several organizations that serve the homeless, including families with children and veterans. In conjunction with the SYHC, organizations that will be assisted during the 2022 PY are: 1) Bridges to Housing – provides financial assistance to homeless or at-risk individuals who are in need of deposit and rental assistance. They will also provide assistance to help pay for past due

rent and utilities as well as referrals, case management and on-going support to ensure they do not become homeless again. 2) Central Valley Homeless Veterans Assistance Program – provides financial assistance to low-income veterans in order to obtain emergency, transitional and permanent housing, as well as helping at-risk veterans maintain their permanent housing stability. This agency also provides financial assistance to extremely low-moderate income veterans for utility payments, if no other options are available, to help maintain the veteran's housing in a habitable condition. 3) Hands of Hope – assists with the operation of the Coordinated Entry System (CES) that allows fair and equal access to housing and supportive services. 4) The Salvation Army – provides rental assistance and supportive services to homeless individuals and households in the community. This program provides financial assistance in the following ways: application fees, moving expenses, monthly rental assistance, utility assistance, rental deposits, and storage fees. 5) Regional Emergency Shelter Team (REST) – provides seasonal emergency shelter to individuals and families experiencing homelessness in Yuba City; the Emergency Winter Shelter operates each year from late November to early April. This program provides shelter, meals, case management, and other supportive services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's efforts during the 2022 PY to prevent homelessness will include Affordable Housing Programs that maintain the existing affordable housing stock or increase the number of affordable housing units available to low-income households. As noted above, the City will also support housing programs that address the underlying reasons for homelessness and provide on-going support services for formerly homeless families and programs that provide assistance to low-income families at risk of becoming homeless, such as the Bridges to Housing Program.

Discussion

In addition to resources available to and controlled by the City, organizations within the community for which their mission is to provide services to the homeless may receive funds from a variety of federal, state and local sources. These funding sources include Emergency Solutions Grant (ESG), California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program, (HEAP), Community Services Block Grant (CSBG), Homeless Housing and Prevention Program (HHAP) and Continuum of Care Program Competition, as well as charitable organizations and private donations. Throughout the 2022PY the City will work closely and support the efforts of the SYHC to address the housing and supportive needs of the homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The most significant barrier to affordable housing in the City of Yuba City is the Lack of affordable housing due to the housing market influencing rising rents, due in part to the cost of development, which outpaces the ability for residents to access housing. Where affordable rental housing is available, standards to secure housing continue to make housing inaccessible for some low- and extremely low-income households. The City targets housing resources, including entitlement CDBG and State of California HOME and PLHA funds, to the creation of affordable rental units, preservation of existing affordable rental units and owned homes, and permanent supportive housing for low-income and very low-income households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's 2021-2029 Housing Element was recently certified and this Housing Element provides a detailed analysis of potential barriers to affordable housing development, including local, State and Federal governmental constraints, market constraints and environmental constraints. This updated Housing Element incorporated community outreach regarding fair housing issues from the 2020-2024 Consolidated Plan and Analysis of Impediments (2020) and allowed the City to reach members across all socioeconomic segments. The following provides a summary of discussion contained in the City's Housing Element:

Governmental Constraints:

Governmental constraints include the regulatory functions that are basic to the role of local government; however, there is much debate about whether or not these regulations discourage the availability of housing to people of all income levels.

Land Use Regulations:

The land use categories contained in the City's General Plan, (Low Density Residential, Medium Density Residential and High Density Residential), provide for residential grown at various density levels.

Zoning requirements for setbacks, lot coverage and parking are not perceived as a constraint to housing development in the City.

Permits and Fees:

The 2021-2029 Housing Element concludes that permits and fees in the City may be high in comparison to other jurisdictions in the region and could represent a constraint to housing development.

Infrastructure:

The provision of on-site improvements, such as streets, curbs, gutters, sidewalks, landscaping, water and sewer are standard conditions of approval. In many cases, off-site improvements and/or mitigations may also be required to accommodate development. These off-site improvements might include street widening, traffic signals, public utility easements, flood control improvements. Both on-site and off-site improvements are incorporated into the total project costs discussed under Market Constraints below.

Development Review Process:

The City's development review guidelines work to ensure a streamlined project review process and ensure fairness and consistency in the development review process. The City's development and design review processes are not perceived as a barrier to development.

Building Code and Enforcement:

The City's building codes represent basic construction standards within the State of California and thus do not place an undue burden on the construction or rehabilitation of affordable housing; however, stakeholders expressed that incomplete code enforcement may exacerbate issues that low-income individuals may face. (i.e. when code enforcement does not adequately follow up on housing condition violations result in tenants or owners being displaced due to cost of repairs.)

Reasonable Accommodation and Housing for Persons with Disabilities:

In accordance with California State SB 520, the Housing Element analyzes potential and actual government constraints specifically on development of housing for persons with disabilities. The Americans with Disabilities Act (ADA) is supported at the State and local level. The City follows State codes, which are more restrictive than Federal codes.

In conformance with the passage of SB 520, the City has evaluated its zoning code, building code, and permit processing procedures for compliance with ADA guidelines. Using the SB 520 Analysis Tool, staff found no significant barriers to the development, maintenance and improvement of housing for persons with disabilities. Answers to the questions contained in the Analysis Tool are kept on file and will be periodically updated as required.

The 2021-2029 Housing Element commits to passing a reasonable accommodation ordinance to develop a procedure for requesting reasonable accommodation in the application of zoning laws and other land use regulations, policies and procedures for persons with disabilities seeking

equal access to housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Consistent with the 2021-2029 Housing Element, Housing Program Schedule, the City is addressing the following policies that may act as barriers to the development of affordable housing.

Conservation of Existing Housing

Continue to enforce City building, fire, health, and zoning codes to remedy existing pockets of blight and deterioration to conserve and improve the condition of existing affordable housing stock in coordination with rehabilitation and other infrastructure improvement programs. The City will collaborate with the Housing Authority to target efforts in the rehabilitation assistance programs throughout the City, with a focus on ensuring equal access to the programs across all socioeconomic groups. The City will provide marketing materials in languages other than English, as needed. The City will create a program to prevent displacement and mitigate relocation impacts as a result of code enforcement activities.

- **Accessory Dwelling Units.** - Continue the City's policy that allows for accessory dwelling units (ADUs) within single-family residential neighborhoods by reducing lot coverage requirements and allowing for tandem parking when setback requirements are met. In addition, the zoning code will be amended to allow ADUs and Junior ADUS (JADUs) in all residential zones (R-1, R-2, and R-3), in accordance with Assembly Bill (AB) 2299 and Senate Bill (SB) 1069.
- **Facilitate a Variety of Housing Types.** – The City will continue to ensure that zoning standards and development requirements facilitate the construction of a diversity of housing types, including apartment complexes, group housing, and townhomes to meet the needs of all households and income levels.
- **Infrastructure Provision and Financing**. – Minimize infrastructure costs for residential development by identifying infrastructure needs and available sources of funding for infrastructure improvements.

- **Density Bonus.** – The City will codify the City's density bonus ordinance in compliance with the state's density bonus law (Government Code Section 65915, as revised) and will continue to offer specific incentives for the development of individual or group-care housing affordable to seniors and special-needs population through City-specific density bonuses, reduced parking requirements, and development fee reductions for projects in infill locations.

- **Partner with Housing Advocates**. – Continue and expand, where feasible, partnerships with for-profit or nonprofit housing organizations, including the Regional Housing Authority, to provide

affordable housing. Consider contracting with additional organizations to provide housing services and information for special-needs groups within the City.

- **Farmworker Housing.** – Continue to work with Sutter County, the farm industry, and neighborhoods where housing projects are proposed to facilitate the provision of farmworker housing. Assist in meeting the housing needs of farmworkers in and around Yuba City.

- **Facilitate Construction of Special-Needs Housing.** – The City will remove barriers for special-needs groups by amending the zoning code to address the following:

    - Transitional and Supportive Housing
    - Reasonable Accommodation
    - Employee Housing
    - Single-Room Occupancy Units
    - Low-Barrier Navigation Centers

- **Residential Care Facilities.** – Continue to offer specific incentives for development of individual or group-care housing affordable to the City's senior and special-needs populations through City-specific density bonuses (in addition to state requirements), reduced parking requirements, and development fee reductions for projects at infill localities.

- **Housing for Special Needs Groups.** – The City will work with housing providers to ensure that special housing needs and the needs of lower-income households are addressed for seniors, large families, female-headed households, female-headed households with children, persons with disabilities and developmental disabilities, extremely low-income households, and homeless individuals and families.

- **Assistance for Persons with Developmental Disabilities.** – The City will work with the Alta California Regional Center to implement an outreach program that informs families within Yuba City about housing and services available for persons with developmental disabilities.

- **Affirmatively Furthering Fair Housing.** – Implement the City's Analysis of Impediments to Fair Housing Choice (AI), adopted in 2020, to address disparities in housing needs and in access to opportunity for all persons regardless of race, color, religion, sex, national origin, familial status, disability, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, and genetic information as protected categories by the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

AP-85 Other Actions – 91.220(k)

Introduction:

This section addresses the City's planned actions during the 2022 Program Year, (2022 PY), to carry out strategies covered in the Consolidated Plan including, fostering and maintaining affordable housing, evaluation and reduction of lead-based paint hazards, reduce the number of families within the poverty level and develop the institutional structure and enhancing coordination between public and private agencies that serve low-income and special needs populations.

Actions planned to address obstacles to meeting underserved needs

The greatest obstacle to meeting underserved needs in the City is the lack of funding. During the 2022 PY and the duration of the 2020 Con Plan period the City will continue its efforts to identify funding sources, support funding applications by developers and service providers that expand the availability of affordable housing and support applications for homeless assistance and supportive service funds. The City will also implement zoning and land use policies that encourage the development of affordable housing. The City will continue to participate and encourage partnerships between local agencies and organizations so underserved needs may be better met by collaborative use of resources.

Actions planned to foster and maintain affordable housing

The City will continue to offer and/or provide funding for a range of affordable housing activities including single-family housing rehabilitation, multi-family housing rehabilitation and first-time homebuyer programs. The City will work in partnership with private developers, local non-profit agencies and the Regional Housing Authority to develop and preserve affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will continue to implement HUD's lead-based paint regulations that became effective in September 2000. Efforts by the City to reduce lead-based paint hazards include the disclosure to homeowners of possible lead hazards, sponsoring certification training for contractors, implementation of lead risk assessment and clearance testing procedures and supervision of lead-related work performed. In addition, the City will continue to adhere to its Housing Rehabilitation Program guidelines that were amended to stipulate the type and amount of assistance provided and define costs covered under the City's lead reduction program.

Actions planned to reduce the number of poverty-level families

The City will continue its efforts to increase the availability of affordable housing opportunities and assist homeless individuals or those who may be at risk of homelessness. In addition, the City will implement land use policies that seek to balance the creation of jobs and housing and ensure a variety of employment opportunities requiring varying levels of skills and training.

The City will continue its efforts to develop and maintain cooperative relationships with public and private

organizations that share a common mission for improving the quality of life for individuals through housing, social services, employment and skills training and economic development.

Actions planned to develop institutional structure

The City's Development Services Department is the City Department responsible for the administration of the City's Housing Programs, including the Community Development Block Grant (CDBG) Program. The Development Services Department also oversees the City's Community Development activities. As an entitlement jurisdiction, the City receives an annual CDBG allocation through the Department of Housing and Urban Development (HUD. Both internal City Departments and external Sub-Recipient agencies implement the programs and projects identified in the Draft 2022 Annual Action Plan. The Development Services Department will continue to collaborate with other City Departments, the City Council, City Commissions, as well as local agencies and organizations and residents to develop programs and activities that serve low and moderate-income individuals and families within the jurisdiction.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to meet with and maintain a dialogue with non-profit agencies and organizations that serve low and moderate-income persons. The City will work to enhance and improve the organizational capacity and foster a collective planning process.

The City will continue to work closely with the Regional Housing Authority to develop, preserve and improve the supply of affordable housing in the City.

Discussion:

Although there are coordinated programs and services to address the needs of lower income households and the homeless, it is recognized that many unmet needs will remain.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0.00
3. The amount of surplus funds from urban renewal settlements	0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0.00
5. The amount of income from float-funded activities	0.00
Total Program Income	0.00

Other CDBG Requirements

1. The amount of urgent need activities	0.00

OMB Control No: 2506-0117 (exp. 09/30/2021)

ATTACHMENT 3

CITY OF Yuba City

2021-2022 Amended Annual Action Plan

COMMUNITY DEVELOPMENT BLOCK GRANT

Development Services Department

To transfer the unexpended $143,772 from the 2021 Owner Occupied Rehabilitation project to the new 2022 funding year.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Yuba City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, one of several Department of Housing and Urban Development (HUD) formula entitlement programs. As an entitlement jurisdiction, HUD requires the City to complete and submit an Annual Action Plan (Action Plan) in order to receive CDBG funds annually. The 2021 Action Plan is the second Action Plan covered by the 2020 Consolidated Plan (Con Plan).

The format of the 2021 Action Plan is required and consistent with HUD's Integrated and Disbursement Information System (IDIS).

The 2021 Amended Action Plan consists of five (5) sections including: 1) Executive Summary; 2) Expected Resources; 3) Annual Goals and Objectives; 4) Affordable Housing; and, 5) Program Specific Requirements.

Yuba City's Development Services Department is the lead agency responsible for developing the 2021 Action Plan and is responsible for the administration of CDBG funds, including implementation of projects and programs and monitoring projects and programs to ensure compliance with HUD requirements and regulations.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is required to implement and use HUD's Outcome Performance Measurement System (OPMS). The OPMS was developed to enable HUD to collect and standardize performance data on entitlement-funded activities from all grantees nationwide for use in reporting to Congress on the effectiveness of HUD's formula entitlement programs.

Based on the Needs Assessment and Market Analysis information, the City's 2020 Con Plan identifies the following affordable housing and community development goals by OPMS objectives and outcomes.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In addition, annually the City is required, at the conclusion of the Program Year (PY), to complete and submit to HUD a Consolidated Annual Performance and Evaluation Report (CAPER) reporting on the Action Plan Goal outcomes and expenditures. Subsequently to the submittal of the CAPER, HUD assesses the City's management of CDBG program funds.

Overall, the City has performed satisfactorily managing the CDBG Program and addressing its priority needs through the programs set out in the 2020 Con Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation process included a variety of efforts to encourage public participation, especially from lower income residents and service providers, in the development of the 2021 Action Plan. Two meetings were held during the Action Plan development process to solicit public input. The first public meeting was held on March 2, 2021 to solicit input and request participation in the development of the 2021 Action Plan. The second meeting, a Public Hearing, was scheduled on June 1, 2021 before the City Council; however, was continued and re-noticed for July 6, 2021.

The Public Hearing was held on July 6, 2021 and was published in the Appeal-Democrat 30 days prior to the meeting in accordance with the City's Citizen Participation Plan. A 30-day public review and comment period began on June 11, 2021 and ended on July 13, 2021.

The meetings were noticed on the City's website, in addition, information regarding the meetings was mailed directly to the City's CDBG Interest List, including public and private service providers and government agencies.

A summary of the 2021 Action Plan was published on June 11, 2021 in the Appeal Democrat, noting that a Public Hearing would be held on July 6, 2021 to solicit public comment on the 2021 Action Plan. The 2021 Action Plan was also made available on the City's website and in hard copy at both City Hall and the Public Library.

The 2021 Amended Action Plan was noticed for a 30-day public comment period in the Appeal Democrat on June 23, 2022. The comment period will end on July 24, 2022. The Amended Action Plan will be available on the City's website and in hard copy at City Hall.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received.

7. Summary

The 2021 Action Plan identifies the activities the City will undertake during the 2021 Program Year to address the goals identified in the 2020 Con Plan. The 2021 Action Plan identifies the following activities the City and/or its Sub-Recipients will undertake with the CDBG funds:

- **Public service activities that address homeless needs, including:**

1. Sutter-Yuba Homeless Consortium – Homeless Services Consolidation

1.1. Bridges to Housing

1.2. Central Valley Homeless Veterans Assistance

1.3. Hands of Hope

1.4. The Salvation Army

1.5. Regional Emergency Shelter Team (REST)

1.6. Sutter County Homeless Shelter

1. City of Yuba City Police Department – Homeless Liaison

- **Housing activities, including:**

1. FREED – Home Repair/Modification Program for Disabled and Elderly Homeowners

2. Habitat for Humanity – Housing Preservation Program

- **Public Facilities and Improvements, including Removal of Architectural Barrier activities:**

Yuba City Public Works Department – ADA Sidewalk and Public Facility Improvements

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	YUBA CITY	Development Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's Development Services Department (DSD) is the lead agency responsible for overseeing development of the Action Plan.

HUD requires entitlement jurisdictions that receive CDBG, HOME Investment Partnership Program (HOME) or Emergency Shelter Grant (ESG) funds directly from HUD to complete an Annual Action Plan.

The City does not receive HOME or ESG funds directly from HUD; as a result, the Action Plan focuses only on identifying and prioritizing programs allowed under CDBG funding.

The City's Development Services Department is responsible for the administration of the CDBG funds, including facilitating project/program implementation, monitoring project activities and outcomes, and ensuring compliance with all HUD requirements and regulations such as fair housing, Davis-Bacon requirements (prevailing wages), environmental reviews, affirmative action, competitive bidding procedures, and fiscal and contract administration. CDBG activities are carried out by both internal City Departments as well as external sub-recipients.

Consolidated Plan Public Contact Information

Shannon Jones, Development Services Analyst, City of Yuba City, Development Services Department, 1201 Civic Center Blvd., Yuba City, CA 95993, phone: (530) 822-5145, e-mail: sjones@yubacity.net.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process requires jurisdictions to contact and consult with other public and private agencies when developing the Plan. The Plan itself must include a summary of the consultation process, including identification of the agencies that participated in the process. Jurisdictions also are required to summarize their efforts to enhance coordination between public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has developed and maintained on-going, collaborative relationships with the Regional Housing Authority, Sutter-Yuba Homeless Consortium, (SYHC), local service providers, Sutter County agencies and the Yuba-Sutter Economic Development Corporation in an effort to enhance the coordination of services to low and moderate-income persons, special needs groups, and businesses. The City's efforts have included attending meetings, exchange of information and coordination of services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works in cooperation with the SYHC to address the needs of homelessness in the community. The SYHC consists of over 50 members, including the City of Yuba City, that utilize the Continuum of Care planning process to address homeless needs in the City of Yuba City and throughout the region. The SYHC allows for maximizing funding resources, helps to avoid duplication of services and provides for a comprehensive approach to homelessness. During the 2021 Action Plan process, the City consulted members of the SYHC in order to meet the Action Plan requirements.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This section is not applicable as the City is not an ESG grantee. The Sutter-Yuba Homeless Consortium is the entity that administers the HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	YUBA CITY
	Agency/Group/Organization Type	Government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.

Identify any Agency Types not consulted and provide rationale for not consulting

The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sutter-Yuba Homeless Consortium	The goals contained in the 2020 Con Plan and 2021 Action Plan are consistent with the Continuum of Care. The City will work within the framework of the Sutter-Yuba Homeless Consortium and Continuum of Care to address homeless needs.
Yuba City Housing Element	City of Yuba City	The goals contained in the 2020 Con Plan and 2021 Action Plan are consistent with the Programs outlined in the Draft 2021-2029 Housing Element.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Yuba City Economic Development Strategy	City of Yuba City	The goals contained in the 2020 Con Plan and 2021 Action Plan are consistent with the initiatives outlined in the Economic Development Strategy.
PHA - 5-Year Plan	Regional Housing Authority	The goals contained in the 2020 Con Plan and 2021 Action Plan are consistent with the needs, goals and objectives outlined in the PHA 5-year Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City will, in conjunction with the development of affordable housing, submit applications for funding, implementation of activities and delivery of services targeted to low and moderate-income households, continue to work and coordinate with other public entities, including the Regional Housing Authority, Sutter County and the State of California.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City followed requirements for citizen participation outlined in the City's Citizen Participation Plan. The City encouraged citizens, along with local and regional organizations, to participate during the preparation of the 2021 Action Plan. Regional and local service agencies, non-profit organizations, City staff, City Council and City Commissions were invited to two (2) public meetings held to discuss the 2021 Action Plan update and solicit comments. The first virtual meeting was held on March 2, 2021 at 10:00 a.m. The second meeting, a Public Hearing, was scheduled to be held on June 1, 2021 before City Council; and later re-noticed for July 6, 2021.

The 2021 Action Plan was made available for public review and comment during a 30-day period, June 11, 2021 through July 13, 2021. A Public Hearing was held on July 6, 2021 at 6:00 p.m., or soon thereafter, at City Hall in Yuba City before the City Council to solicit public comment regarding the 2021 Action Plan. The 2021 Action Plan was also made available during the 30-day comment period on the City's website and copies made available at City Hall. The City's website also included notification of the development of the 2021 Action Plan and encouraged citizens to provide input.

The 2021 Amended Annual Action Plan will be noticed for a 30-day public comment period beginning on June 23, 2022 and ending on July 24, 2022. The City will hold a Public Hearing to discuss the 2021 Amended Action Plan, along with the 2022 Action Plan, on July 19, 2021 at 6:00pm, at City Hall in Yuba City.

Prior to submission to the Department of HUD, the City Council reviews and approves the Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-targeted/broad community	The City hosted a virtual public meeting on March 2, 2021 to provide information on the consultation and planning process, review the application process and encourage public participation and comment in the development of the 2021 Action Plan.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City scheduled a Public Hearing on June 1, 2021 to request approval and authorization for the submission of the 2021 Annual Action Plan. The City has scheduled a Public Hearing on July 19,2021 to request approval and authorization for the submission of the 2021 Amended Annual Action Plan.	As a result of staff turnover and the 2021 Action Plan not ready to be presented, the Public Hearing was continued to a later date.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Announcement that the City was developing the 2021 Action Plan, encouraged public input and participation. Identified meeting dates and the availability of the 2021 Action Plan for public review and comment.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net
4	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Notice of the June 1, 2021 Public Hearing was posted in the Appeal Democrat on April 30, 2021.Notice of the Public Hearing on July 19, 2021 was posted in the Appeal Democrat on June 23, 2022.	City re-noticed Public Hearing for July 6, 2021.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City scheduled a Public Hearing on July 6, 2021 to request approval and authorization for the submission of the 2021 Annual Action Plan.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	www.yubacity.net
6	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Notice of the July 6, 2021 Public Hearing was posted in the Appeal Democrat on June 11, 2021.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency type or organization during the consultation and planning process.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The anticipated resources identified in the table below include only those funding sources covered by the 2020 Con Plan. The only source of funds covered by the Con Plan the City receives annually, as an entitlement jurisdiction, is CDBG funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	641,102	4,632	729,390	1,375,124	1,950,000	Expected amount available remainder of Con Plan is estimated based on a $650,000 annual grant for remaining 3 years.
Other	public - federal	Other	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds may not be sufficient to fully fund activities undertaken and are leveraged with a variety of Federal, State funds, charitable organizations and private donations. The CDBG funds do not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The Regional Housing Authority administers the City's Owner-Occupied Housing Rehabilitation Program, (Housing Rehabilitation Program). The amount and availability of funds for this Program cannot be predicted due HUD funding constraints and the unknown amount of Program Income that will be received. Program Income is generated by past loans being paid off and the proceeds deposited into the Housing Rehabilitation Program activity.

The City will aggressively pursue, or support applications by other entities for, Federal and State funding over the 2021 Program Year to address priority needs; however, other funding sources available to the City or its partners will be through a competitive application process. The City cannot be assured an application(s) will be successful based on the rating and ranking criteria. Due to limited funding availability, the City will struggle to meet future matching requirements should the City be successful in applying for other Federal or State funding sources and matching funds be required.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeless Assistance	2020	2024	Homeless	Citywide	Homeless Housing and Supportive Services	CDBG: $96,165	Public service activities for Low/Moderate Income Housing Benefit: 275 Households Assisted
2	Housing Rehabilitation	2020	2024	Affordable Housing	Citywide	Preservation of existing units	CDBG: $228,772	Homeowner Housing Rehabilitated: 70 Household Housing Unit
3	Infrastructure Improvements/ADA Modifications	2020	2024	Non-Housing Community Development	Citywide	Public Improvements and Infrastructure	CDBG: $300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 12736 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Homeless Assistance
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit: 275 Persons Assisted.
2	**Goal Name**	Housing Rehabilitation
	Goal Description	Homeowner Housing Rehabilitated; FREED – Minor Home Repair; Habitat for Humanity, Exterior Home Repair Program; and Owner-Occupied Housing Rehabilitation Program.
3	**Goal Name**	Infrastructure Improvements/ADA Modifications
	Goal Description	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit.

Projects

AP-35 Projects – 91.220(d)

Introduction

This section identifies activities the City will undertake during the 2021 Program Year (PY) with Community Development Block Grant (CDBG) funds.

Projects

#	Project Name
1	Program Administration
2	Sutter-Yuba Homeless Consortium, Homeless Services Coordination
3	City of Yuba City Homeless Liaison; LMC, 05 - Public Services
4	FREED - Home Repair Program
5	Exterior Home Repair Program
7	ADA Sidewalk and Public Facility Improvements

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The activities funded during the 2021 PY are consistent with the priority needs identified in the Strategic Plan. Lack of funding is the greatest obstacle to addressing underserved needs. The City has $641,102 in CDBG funds available for the PY. The City received $697,000 in funding requests. In addition, the CDBG Program puts a cap on the amount of funds that can be spent on Public Services. The City is limited from spending more than 15% of its annual allocation, plus Program Income, on Public Service activities; as a result, some activities are not funded at the full amount requested.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Homeless Assistance Infrastructure Improvements/ADA Modifications
	Needs Addressed	Program Administration
	Funding	CDBG: $96,165
	Description	General administration, oversight and management of Community Development Block Grant Program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	1201 Civic Center Blvd., Yuba City, CA
	Planned Activities	Administration, management, implementation and monitoring of activities funded by Community Development Block Grant funds.
2	**Project Name**	Sutter-Yuba Homeless Consortium, Homeless Services Coordination
	Target Area	Citywide
	Goals Supported	Homeless Assistance
	Needs Addressed	Homeless Housing and Supportive Services
	Funding	CDBG: $54,404
	Description	The Sutter-Yuba Homeless Consortium, in collaboration with Hands of Hope, Bridges to Housing, The Salvation Army, Central Valley Homeless Veterans Assistance Program, Regional Emergency Shelter Team (REST) and Sutter County Homeless Shelter provide services to the homeless population in Sutter and Yuba Counties. In addition, it will be acting as the lead agency and fiscal agent in providing services and programs, in conjunction with six (6) other non-profit agencies, to the City's homeless population.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	A combined total of 275 low-income homeless persons.
	Location Description	Citywide
	Planned Activities	Continuum of Care Homeless Coordinator Salary; One-time security deposit assistance for homeless re-housing; assistance for homeless veterans to secure permanent housing; assistance for day shelter for homeless families; and rental assistance and supportive services provided by The Salvation Army. Additional services provided by Hands of Hope include showers, laundry facilities, clothes closet, computer access as well as referral and advocacy services, REST provides seasonal emergency shelter services to single males and females and day-to-day operational services provided by the Sutter County Homeless Shelter.
3	**Project Name**	City of Yuba City Homeless Liaison; LMC, 05 - Public Services
	Target Area	Citywide
	Goals Supported	Homeless Assistance
	Needs Addressed	Homeless Housing and Supportive Services
	Funding	CDBG: $41,761
	Description	The City's Police Department's Homeless Liaison coordinates referrals for services for the homeless population with the Sutter-Yuba Homeless Consortium.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 unduplicated low-income homeless persons.
	Location Description	Citywide
	Planned Activities	Yuba City, Police Department’s Homeless Liaison; Liaison will direct homeless individuals to resources provided by local organizations, man within the Sutter-Yuba Homeless Consortium network, collaborate on homeless outreach and provide training to resource Officers on strategies to encourage homeless individuals to utilize resources.
4	**Project Name**	FREED - Home Repair Program
	Target Area	Citywide

	Goals Supported	Housing Rehabilitation
	Needs Addressed	Preservation of existing units
	Funding	CDBG: $25,000
	Description	Provide accessibility improvements and minor home repairs for low-income disabled and senior residents.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	60 low-income homeowners.
	Location Description	Provide accessibility improvements and minor home repairs for low-income disabled and senior homeowners.
	Planned Activities	The Program will provide health and safety related home accessibility modifications to low-income disabled and elderly homeowners that will allow them to remain living safely and independently in their home.
5	**Project Name**	Exterior Home Repair Program
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Preservation of existing units
	Funding	CDBG: $30,000
	Description	The Program will provide preventative home maintenance or critical home repair services to low-income homeowners.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 low-income households.
	Location Description	Citywide
	Planned Activities	Provide preventative home maintenance/critical home repair services that will serve homeowners in the City earning 31-80% of the median income. Many of the families that are expected to be served are seniors on a fixed income, disabled, veterans or a combination of these demographics.
	Project Name	ADA Sidewalk and Public Facility Improvements

6	**Target Area**	Qualified Low/Mod Census Tracts
	Goals Supported	Infrastructure Improvements/ADA Modifications
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: $300,000
	Description	Provide sidewalks and improvements to public facilities allowing ADA accessibility.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	12,736 low-income persons.
	Location Description	Provide safe passage for individuals with disabilities by installing new curb, gutter, and ADA compliant sidewalks/ramps.
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In general, the City will allocate investment of resources on a city-wide basis. The City will allocate a portion of its funding to the Qualified Low/Mod Census Tracts.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	40
Qualified Low/Mod Census Tracts	40

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City allocates the majority of funding on a city-wide basis; however, the distribution of funding is predicated somewhat on the nature of the activity to be funded. Resources targeted to new construction and preservation of existing housing will be allocated on a city-wide basis.

Resources targeted to special needs populations, including homeless, will also be allocated on a city-wide basis, where needs are identified and/or where resources can be coordinated with existing facilities and services.

Activities such as public facilities and improvements will be targeted to areas identified as Qualified Low/Mod Census Tracts; these are those older, low-income neighborhoods within the City most in need of assistance.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section provides estimates on the number of homeless, non-homeless and special needs households to be provided affordable housing during the 2021 Program Year and the number of affordable housing units that will be provided by program type. The estimates do not include the provision of emergency shelter, transitional shelter or social services.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	70
Special-Needs	0
Total	70

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	70
Acquisition of Existing Units	0
Total	70

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Goals contained in the City's 2020 Consolidated Plan are to increase the supply of affordable housing though Housing Rehabilitation and construction of new affordable housing units. The City does not anticipate it will provide rental assistance or acquire existing housing units during the five-year planning period covered by the Consolidated Plan. The City will support both public and private agencies and non-profit and for-profit housing developers in their efforts to increase the supply of affordable housing to homeless, non-homeless and special needs populations.

The housing units and households anticipated to be assisted during the 2021 Program Year will be provide by the following Housing Programs: FREED Minor Home Modification/Repairs and Habitat for Humanity's Exterior Home Repair.

AP-60 Public Housing – 91.220(h)

Introduction

The purpose of this section is to outline actions the City will take to address the needs of public housing. The City does not own or operate Public Housing or have any oversight over the operation of the Regional Housing Authority (RHA); therefore, the City will act to continue its efforts to maintain a close working relationship with the RHA supporting their actions to address the needs of Public Housing.

Actions planned during the next year to address the needs to public housing

As noted above, the City does not own or operate any public housing in the City. The RHA serves the City. During the 2021 Program Year, the City will continue it close working relationship with the RHA to expand housing opportunities for the City's residents.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not own or operate public housing or have oversight over RHA operations, there are no actions directed specifically to Public Housing tenants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The RHA is not designated as “troubled”.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section identifies the actions the City will take during the 2021 Program Year (2021 PY) to address homelessness. The City's goals are to address chronic homelessness by assisting transitional housing programs that provide on-going supportive services such as case management, education and job training to help ensure that people do not return to homelessness. The City will also provide assistance to homeless persons and low-income families at risk of becoming homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City does not provide any homeless services; however, the City does work in partnership with the Sutter-Yuba Homeless Consortium (SYHC) and Continuum of Care to address homelessness. Annually the SYHC conducts a Point-in-Time (PIT) count. The PIT provides valuable information, including demographic and living situation information that allows service providers and the community to better identify and evaluate the homeless population and their needs. During the PY the City will provide CDBG funds to the SYHC and its efforts to address homeless needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

During the 2021 PY the City will allocate a portion of CDBG funds under the Public Service Category to organizations that provide emergency shelter and transitional housing services to the homeless. The City will provide CDBG funding to the SYHC who is acting as the lead agency for all six (6) non-profit agencies to address the needs and provide services to the homeless population. Funding for two of the service providers are for the Sutter County Homeless Shelter for day-to-day operational services and to Hands of Hope for that provides showers, laundry facilities, clothes closet, computer access as well as referral and advocacy services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will provide CDBG funding for several organizations that serve the homeless, including families with children and veterans. In conjunction with the Sutter-Yuba Continuum of Care, organizations that

will be assisted during the 2021 PY are: 1) Bridges to Housing – provides financial assistance to homeless or at-risk individuals who are in need of deposit and rental assistance. They will also provide assistance to help pay for past due rent and utilities as well as referrals, case management and on-going support to ensure they do not become homeless again. 2) Central Valley Homeless Veterans Assistance Program – provides financial assistance to low-income veterans in order to obtain emergency, transitional and permanent housing, as well as helping at-risk veterans maintain their permanent housing stability. This agency also provides financial assistance to extremely low-moderate income veterans for utility payments, if no other options are available, to help maintain the veteran's housing in a habitable condition. 3) Hands of Hope – assists with the operation of the Coordinated Entry System (CES) that allows fair and equal access to housing and supportive services. 4) The Salvation Army – provides rental assistance and supportive services to homeless individuals and households in the community. This program provides financial assistance in the following ways: application fees, moving expenses, monthly rental assistance, utility assistance, rental deposits, and storage fees. 5) Regional Emergency Shelter Team (REST) – provides seasonal emergency shelter to individuals and families experiencing homelessness in Yuba City; the Emergency Winter Shelter operates each year from late November to early April. This program provides shelter, meals, case management, and other supportive services. 6) Sutter County Better Way Shelter – provides year-round emergency shelter services to single males and females ages 18+ experiencing homelessness. This 40-bed shelter also provides supportive services such as job search, document recovery, establishing with a primary care doctor, case management, and post-housing support of up to 3 months.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's efforts during the 2021 PY to prevent homelessness will include affordable housing programs that maintain the existing affordable housing stock or increase the number of affordable housing units available to low-income households. As noted above, the City will also support housing programs that address the underlying reasons for homelessness and provide on-going support services for formerly homeless families and programs that provide assistance to low-income families at risk of becoming homeless, such as the Bridges to Housing Program.

Discussion

In addition to resources available to and controlled by the City, organizations within the community for which their mission is to provide services to the homeless may receive funds from a variety of federal, state and local sources. These funding sources include Emergency Solutions Grant (ESG), California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program, (HEAP), Community

Services Block Grant (CSBG), Homeless Housing and Prevention Program (HHAP) and Continuum of Care Program Competition, as well as charitable organizations and private donations. Throughout the 2021 PY the City will work closely and support the efforts of the Sutter-Yuba Homeless Consortium to address the housing and supportive needs of the homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The most significant barrier to affordable housing in the City of Yuba City is lack of affordable housing due to the housing market influencing rising rents, due in part to the cost of development, which outpaces the ability for residents to access housing. Where affordable housing is available, standards to secure housing continue to make housing inaccessible for some low- and extremely low-income households. The City targets housing resources, including entitlement CDBG, State of California HOME and PLHA funds, to the creation of affordable rental units, preservation of existing affordable rental units, owner-occupied homes and permanent supportive housing for low- and very low-income households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Consistent with the Draft 2021-2029 Housing Element, Housing Program Schedule, the City is addressing the following policies that may act as barriers to the development of affordable housing.

Conservation of Existing Housing

Continue to enforce City building, fire, health, and zoning codes to remedy existing pockets of blight and deterioration to conserve and improve the condition of existing affordable housing stock in coordination with rehabilitation and other infrastructure improvement programs. The City will collaborate with the Housing Authority to target efforts in the rehabilitation assistance programs throughout the City, with a focus on ensuring equal access to the programs across all socioeconomic groups. The City will provide marketing materials in languages other than English, as needed. The City will create a program to prevent displacement and mitigate relocation impacts as a result of code enforcement activities.

- **Accessory Dwelling Units.** - Continue the City's policy that allows for accessory dwelling units (ADUs) within single-family residential neighborhoods by reducing lot coverage requirements and allowing for tandem parking when setback requirements are met. In addition, the zoning code will be amended to allow ADUs and Junior ADUS (JADUs) in all residential zones (R-1, R-2, and R-3), in accordance with Assembly Bill (AB) 2299 and Senate Bill (SB) 1069.
- **Facilitate a Variety of Housing Types.** – The City will continue to ensure that zoning standards and development requirements facilitate the construction of a diversity of housing types, including apartment complexes, group housing, and townhomes to meet the needs of all households and income levels.
- **Infrastructure Provision and Financing**. – Minimize infrastructure costs for residential development by identifying infrastructure needs and available sources of funding for

infrastructure improvements.

- **Density Bonus.** – The City will codify the City's density bonus ordinance in compliance with the state's density bonus law (Government Code Section 65915, as revised) and will continue to offer specific incentives for the development of individual or group-care housing affordable to seniors and special-needs population through City-specific density bonuses, reduced parking requirements, and development fee reductions for projects in infill locations.
- **Partner with Housing Advocates**. – Continue and expand, where feasible, partnerships with for-profit or nonprofit housing organizations, including the Regional Housing Authority, to provide affordable housing. Consider contracting with additional organizations to provide housing services and information for special-needs groups within the City.
- **Farmworker Housing.** – Continue to work with Sutter County, the farm industry, and neighborhoods where housing projects are proposed to facilitate the provision of farmworker housing. Assist in meeting the housing needs of farmworkers in and around Yuba City.

Discussion:

Continued from above

- **Facilitate Construction of Special-Needs Housing.** – The City will remove barriers for special-needs groups by amending the zoning code to address the following:
- Transitional and Supportive Housing
- Reasonable Accommodation
- Employee Housing
- Single-Room Occupancy Units
- Low-Barrier Navigation Centers
- **Residential Care Facilities.** – Continue to offer specific incentives for development of individual or group-care housing affordable to the City's senior and special-needs populations through City-specific density bonuses (in addition to state requirements), reduced parking requirements, and development fee reductions for projects at infill localities.
- **Housing for Special Needs Groups.** – The City will work with housing providers to ensure that special housing needs and the needs of lower-income households are addressed for seniors, large families, female-headed households, female-headed households with children, persons with disabilities and developmental disabilities, extremely low-income households, and homeless individuals and families.
- **Assistance for Persons with Developmental Disabilities.** – The City will work with the Alta California Regional Center to implement an outreach program that informs families within Yuba City about housing and services available for persons with developmental disabilities.

Affirmatively Furthering Fair Housing. – Implement the City's Analysis of Impediments to Fair Housing Choice (AI), adopted in 2020, to address disparities in housing needs and in access to opportunity for all persons regardless of race, color, religion, sex, national origin, familial status, disability, gender, gender

identity, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, and genetic information as protected categories by the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

AP-85 Other Actions – 91.220(k)

Introduction:

This section addresses the City's planned actions during the 2021 Program Year (2021 PY) to carry out strategies covered in the Consolidated Plan including, fostering and maintaining affordable housing, evaluation and reduction of lead-based paint hazards, reduce the number of families within the poverty level and develop the institutional structure and enhancing coordination between public and private agencies that serve low-income and special needs populations.

Actions planned to address obstacles to meeting underserved needs

The greatest obstacle to meeting underserved needs in the City is the lack of funding. During the 2021 PY and the duration of the 2020 Con Plan period the City will continue its efforts to identify funding sources, support funding applications by developers and service providers that expand the availability of affordable housing and support applications for homeless assistance and supportive service funds. The City will also implement zoning and land use policies that encourage the development of affordable housing. The City will continue to participate and encourage partnerships between local agencies and organizations so underserved needs may be better met by collaborative use of resources.

Actions planned to foster and maintain affordable housing

The City will continue to offer and/or provide funding for a range of affordable housing activities including single-family housing rehabilitation, multi-family housing rehabilitation and first-time homebuyer programs. The City will work in partnership with private developers, local non-profit agencies and the Regional Housing Authority to develop and preserve affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will continue to implement HUD's lead-based paint regulations that became effective in September 2000. Efforts by the City to reduce lead-based paint hazards include the disclosure to homeowners of possible lead hazards, sponsoring certification training for contractors, implementation of lead risk assessment and clearance testing procedures and supervision of lead-related work performed. In addition, the City will continue to adhere to its Housing Rehabilitation Program guidelines that were amended to stipulate the type and amount of assistance provided and define costs covered under the City's lead reduction program.

Actions planned to reduce the number of poverty-level families

The City will continue its efforts to increase the availability of affordable housing opportunities and assist homeless individuals or those who may be at risk of homelessness. In addition, the City will implement land use policies that seek to balance the creation of jobs and housing and ensure a variety

of employment opportunities requiring varying levels of skills and training.

The City will continue its efforts to develop and maintain cooperative relationships with public and private organizations that share a common mission for improving the quality of life for individuals through housing, social services, employment and skills training and economic development.

Actions planned to develop institutional structure

The City's Development Services Department is the City Department responsible for the administration of the City's Housing Programs, including the Community Development Block Grant (CDBG) Program. The Development Services Department also oversees the City's Community Development activities. The City applies for CDBG funds annually and both internal City Departments and external Sub-Recipient agencies implement the programs and projects identified in the Annual Action Plan. The Development Services Department will continue to collaborate with other City Departments, the City Council, City Commissions, as well as local agencies and organizations and residents to develop programs and activities that serve low and moderate-income individuals and families within the jurisdiction.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to meet with and maintain a dialog with non-profit agencies and organizations that serve low and moderate-income persons. The City will work to enhance and improve the organizational capacity and foster a collective planning process.

The City will continue to work closely with the Regional Housing Authority to develop, preserve and improve the supply of affordable housing in the City.

Discussion:

Although there are coordinated programs and services to address the needs of lower income households and the homeless, it is recognized that many unmet needs will remain.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction: This section identifies any funds, including Program Income, that will be available in addition to the City's annual CDBG allocation for activities during this the 2021 Program Year.

At a minimum 70% of CDBG funds must benefit low- and moderate-income persons. This Section also identifies the percentage of funds that will be spent on low and moderate-income persons over a specified period of time, 1, 2, or 3 consecutive year period. In a one-year period, if the City cannot meet the minimum 70% benefit, the jurisdiction may elect to accomplish the minimum 70% benefit over a longer period of time, up to 3 years.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

The City estimates that 80% of the 2021 PY funds will be expended on low-and moderate-income persons.

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment