



City Council Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
September 5, 2018 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. [Receive Presentation of Second Quarter Employee Recognition Awards](#)

Recommended Action: Receive a presentation of the Employee Recognition Awards.

[None](#)

3.b. [Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.](#)

Recommended Action: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

[Attachment 1 - UVSD Litigation Update Box Files location](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the August 15, 2018, Regular Meeting Minutes](#)

Recommended Action: Approve the Minutes of August 15, 2018, a Regular Meeting, as submitted.

[Attachment 1 - Draft Minutes for August 15, 2018](#)

5.b. [Approval of the August 21, 2018, Special Meeting Minutes](#)

Recommended Action: Approve the Minutes of August 21, 2018, a Special Meeting, as submitted.

[Attachment 1 - Draft Minutes for August 21, 2018](#)

5.c. [Minutes of August 28, 2018, a Special Meeting.](#)

Recommended Action: Approve Minutes of August 28, 2018, a Special Meeting, as submitted.

- 5.d. [Minutes of August 31, 2018, a Special Meeting.](#)

Recommended Action: Approve Minutes of August 31, 2018, a Special Meeting, as submitted.

[Attachment 1 - Draft Minutes for August 31, 2018](#)

6 RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7 CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. [Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2018-2019 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink, and Authorization to Transfer Corresponding Funds to the Chamber.](#)

Recommended Action: Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2018-2019 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to serve as fiscal agent for rink and authorize the corresponding transfer of funds to the Chamber.

[Attachment 1: Ukiah On Ice Three Party Agreement 2018-19](#)

- 7.b. [Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \\$14,016.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.](#)

Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$14,016.85 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

[Attachment 1 - Alpha Analytical Invoices - August 2018](#)

- 7.c. [Notification to City Council of the Emergency Purchase of a Flygt Concertor Submersible Pump Station and Rental of a Trailer Mounted Bypass Pump to Xylem Water Solutions USA, Inc. in the Total Amount of \\$130,874.49, and Approval of Corresponding Budget Amendment.](#)

Recommended Action: Receive Report and Approve Corresponding Budget Amendment
[Attachment 1 - Xylem](#)

- 7.d. [Report to Council of the Purchase of Emergency Rental of Pipe and Spray Guns for the Wastewater Treatment Plant Percolation Ponds from Rain for Rent, in the Amount of \\$39,279 and Authorize Staff to Execute Additional Related Change Orders as Needed.](#)

Recommended Action: Receive report, and authorize additional related change orders as

needed.

Attachment 1- Rain for Rent

- 7.e. [Award Professional Services Agreement in the Amount of \\$329,413 to GHD to Prepare Bid Documents for the Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.](#)
Recommended Action: Award professional services agreement to GHD in the amount of \$329,413 to prepare the bid documents for the Northwestern Pacific Rail Trail Phase 3 Project.

[Attachment 1 - GHD Proposal](#)

- 7.f. [Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Northern California Power Agency Solar Project 1, and Approve Corresponding Budget Amendment \(EUD\).](#)

Recommended Action: Adopt a resolution authorizing the City Manager to execute the Second Phase Agreement for Northern California Power Agency (NCPA) Solar Project 1 to consider possible solar project development, and approve corresponding budget amendment.

[Attachment 1 - Agreement](#)

[Attachment 2 - Resolution](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

13 NEW BUSINESS

- 13.a. [Receive Updates on City Council Committee and Ad Hoc Assignments.](#)

Recommended Action: Receive report(s).

[Attachment 1 - 2018 City Council Special Assignments & Ad Hoc](#)

14 CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.

- 14.a. [Conference with Legal Counsel – Existing Litigation](#)
[\(Government Code Section 54956.9\(d\)\(1\)\)](#)

[Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200](#)

Recommended Action: Confer in Closed Session

- 14.b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: Ukiah Valley Sanitation District v. City of Ukiah, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

Recommended Action: Confer in Closed Session

- 14.c. Conference with Labor Negotiator
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

Recommended Action: Confer in Closed Session

- 14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

15 ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation of Second Quarter Employee Recognition Awards

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

None

Summary: The Mayor will present selected employees with Exceptional Employee awards.

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employees Program, through a nomination process, recognizes and awards those employees or teams of employees who have truly gone above and beyond.

Once each quarter, nominations are considered from the categories of field crews, public safety, and administration.

Discussion: The recipients for the second quarter 2018 are as follows:

John Corippo, Fire Captain
Ryan Nelson, Fire Engineer
Adam Elledge, Police Officer

RECOMMENDED ACTION: Receive a presentation of the Employee Recognition Awards.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

All three have been nominated for their professionalism, dedication, and compassion in service to our community. They all rose above and beyond the call duty on a triple shooting incident that occurred on Lake Mendocino Drive and Portlock Lane during the fall of 2017. Thier efforts in the treatment and care of the three male teenagers, who were shot while walking down the street, helped to save their lives.

Engineer Nelson was the first responder on the scene. He took charge and led the effort in treatment of the three victims who were critically injured. His training and professional approach allowed him to work with BLS providers and keep them alive until definitive care could be recieved.

Captain Corippo was at home, and off duty at the time of the shooting. At the request of his neighbor he responded to the call and assumed care of one of the victims. According to doctors from the hospital, without that care, the young man would not have survived.

Office Elledge applied an occlusive dressing which saved one of the young victim's life. This act allowed limited fire personnel to attend to the other two victims.



AGENDA SUMMARY REPORT

SUBJECT: Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment 1 - UVSD Litigation Update Box Files location](#)

Summary: Staff will provide the latest status report on the Ukiah Valley Sanitation District's Litigation against the City of Ukiah related to the operation of the sanitary sewer system.

The City of Ukiah continues to request that the District consider a change in process outside of litigation to resolve the dispute and restore a working relationship, recognizing there is simply too much at stake for the ratepayers, system operations, and the community.

Background: Chronological History of Recent Correspondence and Activity:

In September 2013, the Ukiah Valley Sanitation District (UVSD) filed a claim for damages with the City, and one month later filed its lawsuit. In its lawsuit, the District seeks damages for alleged breaches of the various agreements between the City and the District related to the operation of the sanitary sewer system, starting with the original 1955 agreement.

RECOMMENDED ACTION: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

The lawsuit will have significant adverse financial impacts to both agencies, as well as the ratepayers and the community, and the City is seeking an alternative to litigation to resolve this dispute. Attached is the letter that was sent on September 14, 2016, by the City Council to the District Board, formally requesting that the District drop the lawsuit with terms that would allow the District to refile if agreement cannot be reached (UVSD Litigation Update Box File #1), as well as an informational piece that details the background/impacts (UVSD Litigation Update Box File #2).

On September 21, 2016, the City Council received a presentation (UVSD Litigation Update Box File #3) from staff that explained the relationship between the two agencies and provided responses to some of the most frequently asked questions about this matter to better inform the public about the consequences of the litigation. This information along with a video link to the September 21st presentation/discussion are accessible at <http://www.cityofukiah.com/projects/uvsd-vs-cou/>.

The UVSD submitted a letter dated September 20, 2016, (UVSD Litigation Update Box File #4) which inaccurately asserts that the City's request is for the District to drop the lawsuit until after the recycled water project funding is received. In fact, the City's request is for the District to dismiss its lawsuit and that the City and District devote their time, money and resources to solving the costly issues confronting the sewer system and improving their working relationship. The City's goal is to eliminate the lawsuit altogether. The City has offered to include terms that would allow the District to refile the lawsuit if the parties fail to reach agreement, but the City never suggested that the District would simply refile the lawsuit once State funding was obtained. Also, the City never suggested that dismissing the lawsuit is all that would be necessary to obtain State funding. In addition to dismissal of the lawsuit, there would have to be an agreement between the City and the District regarding the recycled water project that would satisfy the State Water Resources Control Board.

At the conclusion of the September 21st discussion, the Council directed the City Manager to contact the UVSD District Manager to explore possible alternatives. The City Manager attempted to contact the District Manager by email, but due to a reported medical leave, Mr. McMichael was not available to provide a timely/detailed response. On October 5th, the City Attorney received an email correspondence from Duncan James (Attorney representing the District) responding to the City Manager's email to Mr. McMichael. Mr. James indicated in the email that the District had accepted the City's request to meet and formed a committee consisting of Frank McMichael, District Manager; Jim Ronco, Board Chair; Bob Page, Board Member; and legal counsel. The City Manager issued a supplemental memo to the City Council for the October 5th City Council meeting regarding this email exchange and included a recommendation to Council for the formation of a City Council ad hoc committee to meet with the District (UVSD Litigation Update Box File #5). At the City Council meeting, Mr. Doug Losak with the Law Offices of Duncan James delivered and read aloud a letter containing some additional allegations, but in the end, agreed to meet with the City. The City Council formed an ad hoc committee consisting of Councilmembers Crane and Doble. The City immediately made efforts to schedule the first meeting between the District's committee and the City's ad hoc.

At the October 19, 2016, meeting, the City Council discussed the latest correspondence from the District including the District's request to hold the ad hoc meetings in private and require the City to consent to a confidentiality agreement. The City Manager provided the Council with the correspondence to date from the District regarding the confidentiality condition (UVSD Litigation Update Box File #6) for consideration. At the time of the meeting, the District had not provided a draft of the proposed confidentiality agreement. By consensus, the City Council continued to object to private meetings that do not provide the public with the opportunity to be informed. However, the City Council did direct the ad hoc to meet with the District's ad hoc to discuss the process for such meetings and report back to the City Council at its regular meeting on November 2, 2016.

Prior to the ad hoc meeting, the City Attorney received a letter from Duncan James' Office regarding the District's request for a confidentiality agreement for the ad hoc meetings along with a draft of the agreement (UVSD Litigation Update Box File #7). The City Attorney issued a response (UVSD Litigation Update Box File #8) indicating that such agreement would need to be discussed at the first joint ad hoc meeting and ultimately

considered by the City Council.

In addition, the City Council received correspondence from the District Manager related to the recycled water project dated October 21st (UVSD Litigation Update Box File #9). Most of the questions referenced in the letter had already been either answered or provided to the District. Nonetheless, City staff welcomed the dialogue and discussion in a sincere effort to move this critical project forward. Staff provided a response to the District Manager on October 27, 2016 (UVSD Litigation Update Box File #10).

On October 28, 2016, the City's ad hoc met with the District's ad hoc. At the meeting, the District presented the City with a take-it-or-leave-it condition imposing confidentiality on the ad hoc discussions.

On November 2nd and 4th, the City Council considered the District's confidentiality condition on the ad hoc discussions and approved a letter (UVSD Litigation Update Box File #11) that confirmed agreement to the condition if the District Board would agree to either stay further proceedings in the lawsuit or dismiss the lawsuit without prejudice. The City's proposal, if accepted, would halt the costly litigation fees currently being incurred by both agencies, but would not preclude the District from terminating the stay or refiling the lawsuit if the District wasn't satisfied with the discussions/negotiations. The District issued a response to the City's proposal on November 8, 2016 (UVSD Litigation Update Box File #12) that continues to impose a confidentiality condition on the joint ad hoc meetings. The District further stated "the lawsuit needs to otherwise remain in motion" except to provide a limitation on any discovery requests for a period of 4 weeks.

It's important to note that the District's legal team has predominately utilized the Public Information Act (PRA) rather than formal discovery to obtain information. Because the City of Ukiah is a public agency, the District's attorneys have used the PRA process to obtain information, which does not require the District to justify its requests by showing how they are relevant to the issues in the case. In a typical lawsuit, the discovery process is used to obtain documents and is overseen and controlled by the court to prevent burdensome or oppressive requests. The City continues to expense a tremendous amount of staff resources responding to the District's PRA requests for information dating back to 1955. To date, the District has submitted over 41 requests (with multiple parts) under the PRA process. The City has diligently been responding to the requests for the past 12 months. Suspension of the formal discovery process will not prevent the continued practice by the District nor will it limit the escalating litigation expenses during this proposed period.

With regard to the recycled water project, the City received additional correspondence from the District Manager indicating the need for more information (UVSD Litigation Update Box File #13). However, the correspondence did not identify any specific questions or information that had not otherwise been provided. The City Manager issued a response on November 15th (UVSD Litigation Update Box File #14) and included a BOX link to all relevant information on the recycled water project (<https://cityofukiah.box.com/v/uvsdpointsofinterest>). Most, if not all, of the information and/or documents have already been provided to the District. Furthermore, the City Manager requested a determination from the District regarding its position on the project and offered to provide any other information and/or presentations that would be necessary for a determination.

On November 16th, the City Council instructed the City Attorney to contact the lawyers for the Ukiah Valley Sanitation District to work out the details for mediating the outstanding disputes including selecting a mediator. Furthermore, and as a first step in the mediation, the City Council requested the District to provide a detailed written response and any counter proposals to the City's written proposal that was submitted to the District in March 2014, during the original mediation between the City and the District. On November 17th, the City Attorney sent correspondence to the UVSD's lawyer to initiate mediation as directed (UVSD Litigation Update Box File #15). As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Additional correspondence between the City and District had also been exchanged related to the recycled water project (UVSD Litigation Update Box File #16 & #17). Despite continued attempts to engage and provide the

District with information, the District had yet to conclude that the recycled water project is the superior alternative of disposing treated wastewater. In an effort to bring this item to a conclusion, the City Manager proposed in a December 1st correspondence to the District Manager a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the project. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Related to the Fiscal Year 16/17 Budget, the District has not yet identified the District's timeline for their previously identified budget review process that reportedly extends through various staff, committee and District Board stages before a final joint meeting with the City can be scheduled. The previously approved continuing resolution for the budget was scheduled to expire on December 31, 2016. The City had made inquiries as to the District's progress and anticipated review timeline (UVSD Litigation Update Box File #18). Staff recognized some level of District review was underway given recent engagement (since November 11th) on the budget, but the District Manager had not provided a timeline for completion of their review and/or indicated readiness for a joint budget meeting. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

At the December 7th City Council meeting, the Council adopted a resolution to secure funding for the construction of the recycled water system using water revenues as an alternate to the City's wastewater revenues. While this was a less desirable option for securing project funding, it was considered a better alternative to losing the project funds altogether. The Ukiah Valley Sanitation District's lawsuit remains the only impediment to securing project funding with the wastewater revenues, given the City must be able to demonstrate to the State an unconstrained revenue source to guarantee repayment of the loan funds. City staff reported that they were vetting the details of the water revenue alternative with the State Water Resources Control Board. The UVSD continued to be unresponsive to the City Manager's proposal for a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the recycled water project.

Related to the Fiscal Year 16/17 Budget, the City Council and the District Board approved a continuing budget resolution at their respective meetings on December 7th and December 27th. The City's continuing resolution was set to expire on January 18, 2017, unless otherwise extended. The City requested a joint meeting with the District Board prior to the expiration of the resolution. While the District had taken action to extend the continuing resolution beyond December 31, 2016, it had yet to identify a timeline for the completion of its budget review or response to the City's request for a joint meeting.

At the January 4, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project. It was further reported that the City received a notice from the District Chair related to communication in the absence of the District Manager due to an extended medical leave (UVSD Litigation Update Box File #19).

At the January 18, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

Development of the City's wastewater operating budget is a joint process between the City and the Ukiah Valley Sanitation District (UVSD). The process had been delayed significantly despite efforts by the City to move it forward expeditiously. In the interim, the City had been operating its wastewater enterprise on a continuing resolution, carrying forward the adopted appropriations from Fiscal Year 2015-16. At its meeting of December 7, 2016, the City Council determined that continuing to do so impeded its ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD and voted to move the budget process forward with its consideration and potential adoption at its regularly scheduled meeting on January 18, 2017. The City notified UVSD of its intentions and again called on it to schedule a meeting with the City Council

to complete the budget review process. As of the January 18th City Council meeting, the UVSD continued to be unresponsive to the requests to meet. As such, the City Council unilaterally considered and approved the FY 16-17 Wastewater Budget (UVSD Litigation Update Box File #20).

At the February 1, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed with a location and mediator agreed to, but a date not finalized. Furthermore, the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the February 15, 2017, City Council meeting, the City Attorney reported that a date (May 11th) had been finalized for the first session of mediation. In addition, the City had accepted the District's conditions that the mediation be subject to a confidentiality agreement in addition to the Evidence Code mediation privilege and to conduct the mediation in Santa Rosa using a mediator from the Judicial Arbitration and Mediation Service (JAMS). The City Manager also reported the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the March 1, 2017, City Council meeting, the City Manager reported that the District remains nonresponsive to the requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project.

At the March 15, 2017, City Council meeting, the City Manager reported the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. The City Manager also reported that District Manager McMichael had responded to the City's request for a staff meeting to prepare the bid package to rebid the installation of the barscreen at the Wastewater Treatment Plant as previously directed by the City Council and District Board. The barscreen meeting took place on the morning of March 15th.

At the April 5, 2017, City Council meeting, the City Manager reported that the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. At the District's March 16, 2017 Board meeting, the City Manager reiterated the City's request for the joint meeting during public comment on non-agenda items. In addition, the City continues to be available and responsive to budget and billing inquiries from Mr. Dickerson and public information requests from the District's legal counsel, although none have been received in the past two weeks.

At the April 19, 2017, City Council meeting, the City Manager reported that the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. In addition, the City has provided the District with a timeline for the City's proposed FY 17-18 Budget process and has sought input on how/when the District would prefer to coordinate the development and joint review of next year's FY 17-18 wastewater budget (UVSD Litigation Update Box File #21).

At the May 3, 2017, City Council meeting, the City Manager reported that the UVSD continues to be non-responsive to the City's ongoing requests for a joint meeting on the FY 16-17 Budget and recycled water project. In addition, the District has been non-responsive to the City's request to engage in the development and joint review of the FY 17-18 wastewater budget. Furthermore, it was reported that the District was unwilling to provide details related to the maintenance of customer billing accounts as demonstrated by the District's refusal to share refund calculations and methodology related to a sizable refund reportedly authorized by the District at their January 19, 2017, board meeting. Given the District's uncooperative approach regarding account information through customary administrative communication, the City was forced to seek the information through a Public Records Act (PRA) request. Since the May 3rd meeting, the District has provided a response to the PRA request which is currently being reviewed by City staff.

At the May 17, 2017, City Council meeting, the City Manager reported that mediation regarding the litigation resumed on May 11, 2017, and continues with the efforts remaining confidential due to the rules established for the meetings. In addition, the District remains non-responsive to the City's ongoing request for a joint meeting

on the FY 16-17 budget and recycled water project. The District also continues to be non-responsive to the City's numerous requests for engagement in the development and joint review of the FY 17-18 wastewater budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda, inclusive of the following dates:

- March 13-17: Budget Training in Munis
- March 20-31: First-round budget meetings
- March 31: Deadline for personnel requests for budget
- Friday April 7: Budget entry due. Budget will be locked to departments to allow for further processing and analysis by Finance
- April 17-28: Second-round budget meetings
- Wednesday, May 17: Budget 101 with Council
- May 19: Comment period on budget document closes
- June 7: First budget hearing and workshop with Council
- June 14: Final budget hearing with Council and adoption (tentative)

At the June 7, 2017, City Council meeting, the City Manager reported the District continues to be non-responsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. The City Attorney also reported that the mediation process is ongoing.

At the June 21, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. In addition, Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

At the July 5, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. Given the continued lack of response from the District, the City Council, at its meeting of June 21, 2017, approved the Fiscal Year 17-18 budget inclusive of the budget for wastewater. The City continues to seek cooperation from the District, but delaying approval of the budget impedes the City's ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD.

In addition, the District had not yet considered the barscreen installation bid which requires joint approval. Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

The City Manager also reported the second mediation date is scheduled for July 14, 2017.

Furthermore, UVSD Director Marshall has contacted the City requesting a tour be scheduled for the District's new interim manager. The City is responding to coordinate the request.

At the July 19, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. In addition, a tour of the Wastewater Treatment Plant was given to the new District Manager and UVSD Board Member Marshall. Mediation meetings continue, but no public reports are available. The candidate filing period for 3 of the 5 District Board seats for the November 7th Election is open from July 17 - August 11.

At the August 2nd, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Regarding the barscreen rebid, the City Manager reported: On June 21st, the City Council approved the award of contract to Fort Bragg Electric for the installation of a barscreen at the Wastewater Treatment Plant. The award was contingent upon the District taking corresponding action of which they were informed. Due to an extended delay and no response from the UVSD, the City requested an extension of the expiring bid from the contractor to afford the District additional time to take action. The District approved the contract at its July 20, 2017, Board Meeting and the project will proceed.

Regarding the litigation impact, the City Manager reported: Staff completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Estimates demonstrated that the Ukiah Valley Sanitation District is closing in on \$4 million dollars of legal related expenses with over \$3.3 million directly paid to the Law Offices of Duncan James (UVSD Litigation Update Box File #22). In defense of the District's legal actions, the City has expended approximately \$814,000. On a cost per account base evaluation, this equates to \$1,225.55 per District customer account and \$207.39 per City customer account.

At the August 16, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. However, discussions related to mediation continue. Furthermore, City representatives continue to attend the UVSD Board Meetings in an effort to seek an improved working relationship.

At the September 6, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. With regard to mediation, representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings, but because of the confidential nature of mediations, the parties cannot reveal any further information. On the administrative front, the City Manager and Joe Tait, the new District Manager had a meeting on August 24, 2017. While the meeting was an initial meet and greet, both Mr. Tait and the City Manager expressed a desire to improve the working relationship between the two agencies. Earlier in the week, Mr. Tait also met with engineering staff to review operational processes and procedures.

During this reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

At the September 20, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

During the previous reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Over the course of the two weeks leading up to the City Council meeting on September 20th, the District made a number of false claims related to their draw on District funds in an effort to justify their continued legal action

against the City. The press release that fully describes this issue is included in the Litigation Files as UVSD Litigation Update Box File #23.

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial.

The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

The City Council had previously requested the District put a hold on litigation activities over a year ago and the District opposed the request. The City Council issued a new request on September 21, 2017 (UVSD Litigation Update Box File #25) in hopes the parties could agree to focus efforts on resolution and stay the litigation activities in an effort to avoid the high costs a trial.

At the October 4, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,126,971 in legal fees, with \$3,426,487 paid directly to the Law Offices of Duncan James. Litigation activities were reported to be escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. As of that meeting, the District had not responded to the most recent request from the City Council to put the litigation on hold. In addition, the paid advertisements from the District continued through this period across multiple media platforms with a continued attempt on justifying their litigation.

At the October 18, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,232,610 in legal fees, with \$3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to \$1,321 per District customer account.

Litigation activities continue and are quickly escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. The City had previously made this request and issued a new request following the conclusion of the last City Council meeting (UVSD Litigation Update Box File #25). Unfortunately, mediation efforts are significantly being displaced by the litigation. To date, the District has not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation.

At a special meeting on October 11, 2017, the Ukiah Valley Sanitation District voted in favor of contract amendments to their contract for legal services with Law Office of Duncan James. In addition, the Board voted to change their regular meeting time to the 3rd Wednesdays of the month at 6pm which is in direct conflict with the regular City Council meetings.

The District continues to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contain false, partial and manipulated information.

The City's Finance Director again reported on the impacts litigation has on the refinancing of the wastewater treatment plant bonds. A current review by Director Buffalo demonstrates that refinancing would not be feasible given the litigation in that the rates would not be advantageous due to a diminished rating. In addition, it would be difficult to secure insurance and underwriting given the risk to investors created by the District's litigation efforts.

At the November 1, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget,

and the recycled water project.

The City of Ukiah continues to contend that the lawsuit is unnecessary, and is seeking cooperation with the District to settle the dispute outside of litigation. As of the end of September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,232,610 in legal fees, with \$3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to \$1,321 per District customer account.

During this period, litigation activities continued and escalated as the trial date nears with a number of depositions completed and scheduled. Mediation efforts were significantly being displaced by the litigation. The District had not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation (UVSD Litigation Update Box File #25).

The District continued to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contained false, partial and manipulated information.

At the November 15, 2017, City Council meeting, the City Attorney reported that there was a case management conference at which the court continued the trial date from March 29th to June 22nd while the City and District continue to be engaged in on-going settlement negotiations. The court ordered a mandatory settlement conference to occur not later than January 5th, and continued the case management conference to January 8th, to report to the court on the status.

At the December 6, 2017, City Council meeting, the City staff reported on the then current cost of the litigation (UVSD Litigation Update Box File #26) and efforts to refinance the 2006 Wastewater Bonds. As of the end of November 2017, the Ukiah Valley Sanitation District had spent nearly \$4,691,748 in legal fees, with \$3,883,170 paid directly to the Law Offices of Duncan James. The City's total cost for defense was \$1,102,822. On a cost-per-utility customer account evaluation, this equates to \$1,464 per District customer account and \$281 per City customer account. Staff also reported the three newly elected UVSD Board Members officially took their seats on December 1.

At the December 20, 2017, City Council meeting, the City Attorney reported that he and the City Manager were in ongoing settlement discussions with the District's legal/staff that include a meeting on the 20th and at least another scheduled for the 21st. In addition, City staff and bond consultants delivered a presentation to the District Board on December 19th at their special meeting on efforts to refinance the 2006 Wastewater Bonds. The same presentation (UVSD Litigation Update Box File #27) was provided to the City Council at their December 20th meeting.

At the January 17, 2018, City Council meeting, the City Manager reported that there are active discussions between the City and District's ad hoc related to mediation. However, litigation activities are also ongoing with costs continuing to mount for both the City and District. It is estimated that just a single half day deposition costs ratepayers in excess of \$3000.

At the February 7, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussion and litigation. Staff reported that settlement discussions remain active with additional meeting dates planned. Unfortunately, litigation activity is also continuing on a parallel track. The City Attorney reported that the trial date has been moved from June 22 to July 20, 2018.

At the February 21, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussions and litigation. Staff reported that settlement discussions remain active and ongoing. However, litigation activity is also continuing on a parallel track.

At the March 7, 2018, City Council meeting, Staff reported that mediation activities remain active including a

planned session upcoming on March 14th. Litigation activities were also reported as continuing.

At the March 21, 2018, City Council meeting, Staff reported that mediation activities remain active and a full day meeting with a mediator had taken place on March 14th. Litigation activities were also reported as continuing.

At the April 4, 2018, City Council meeting, Staff reported that mediation efforts and activities continue. Litigation activities were also reported as continuing, with a heavy deposition schedule from the present and on into May. The Depositions are calling for staff, past employees, elected officials, and other interested parties, and are requiring travel to Santa Rosa and Petaluma, and placing encumbrances on staff time and resources.

At the April 18, 2018, City Council meeting, Staff reported that mediation discussions related to potential settlement continue, but at the same time, the litigation activities remain in full swing. Staff said that depositions are scheduled for the remainder of April and May, and will be occurring almost daily. The Public Records Act requests from UVSD are again coming in on a weekly basis. Staff expressed the need for a settlement to end the litigation that is costing the rate payers, the District, and the City a significant amount of money and resources.

At the May 2, 2018, City Council meeting, Staff reported that the litigation continued as previously reported, and clarified - in response to a Ukiah Daily Journal article quoting UVSD's Chair as saying that the litigation represented a "divorce" between the District and the City - that the litigation does not result in a new Participation Agreement. He stated that in order to get to a new agreement, the City and District would still need to work together on a settlement that fosters a new agreement, and that the current litigation is only about money.

At the May 16, 2018, City Council meeting, Staff reported that the litigation's deposition schedule continues to remain intense and impacted, taking considerable resources from the both the City and District at high costs. The City Attorney added that there are still on-going settlement discussions.

At the June 6, 2018, City Council meeting, the City Attorney reported that there has has been simultaneous work to negotiate a settlement of the lawsuit and prepare for a trial, which has had the start date continued to September 26, 2018. He stated that there are two motions currently pending before the court. The first is to bifurcate the trial to try the statutes of limitations issues before trying the merits of the case, in which the hearing that had been set for Friday, June 8th, has now been continued to June 20th. The second pending motion is for a summary judgement, which is scheduled to be heard on June 27th.

At the June 20, 2018, City Council meeting, the City Attorney reported that settlement negotiations and litigation continue. However, the Court issued a ruling on June 19th on the City's motion to bifurcate the statute of limitations from the other parts of the lawsuit, which means that if the case does go to trial, the City will go first and present evidence on the statute of limitations.

At the July 18, 2018, City Council meeting, the City Manager reported that the past month has been slow on the settlement discussions and the litigation has been tremendously impactful, with nothing new to report on either front. The Finance Director, Dan Buffalo, gave an update of the litigation expenditures (UVSD Litigation Box File #28), showing that as of June 30, 2018, the District had expended what appeared to be \$5.9 million in attorney's fees and litigation costs, with \$4.8 million of that going directly to the Law Office of Duncan James. Comparatively, the City has expended to date nearly \$1.7 million in total. The combined total for both agencies comes to \$7.6 million expended, which does not account for staffing costs and materials on both the City's side - which is significant - and the District's side. Mr. Buffalo went on to say that the \$7.6 million amount also does not include \$2.7 million in savings lost for not being able to re-finance the bonds back in January, and he expects that an additional deadline to refinance will suffer the same savings loss. The City Manager added that while the District paid out \$334,321 for legal expenses for the month of June; the City spent approximately \$100,000.

At the August 1, 2018, City Council meeting, Staff reported that the litigation activities continue concurrently with discussions related to settlement. The City Attorney confirmed that the trial is still set to go forward and starts on September 26, 2018.

At the August 15, 2018, City Council meeting, Staff reported that the City is still gearing up for a trial and trying to negotiate a settlement.

Discussion: At the September 5, 2018, City Council meeting, Staff will provide the latest status report on the Ukiah Valley Sanitation District's litigation against the City of Ukiah related to the operation of the sanitary sewer system. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s).

As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

UVSD Litigation Update Box Files located at:

<https://cityofukiah.box.com/v/UVSDlitigationUpdates>



AGENDA SUMMARY REPORT

SUBJECT: Approval of the August 15, 2018, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for August 15, 2018](#)

Summary: Council will consider approving the Minutes of August 15, 2018, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of August 15, 2018, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
August 15, 2018
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on August 15, 2018, having been legally noticed on August 10, 2018. Mayor Doble called the meeting to order at 6:02 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by City Manager Sangiacomo.

Mayor Doble led a moment of silence for fallen Battalion Chief Matt Burchett, expressing his sadness for the loss.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation by North Coast Opportunities (NCO) Regarding Traffic Calming Demonstration Projects.

Presenters: Tim Eriksen, Public Works Director / City Engineer; Miles Gordon, Kitchen Table Consulting; and Neil Davis, North Coast Opportunities and Walk & Bike Mendocino.

Public Comment: Mark Hilliker.

Presentation was received.

Motion/Second: Crane/Brown to authorize staff to coordinate with NCO for an initial implementation project. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

b. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

Presenter: Sage Sangiacomo, City Manager and David Rapport, City Attorney.

Presentation was received.

City manager – nothing new is happening; city attorney: gearing up for a trial and also still trying to negotiate a settlement.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Minutes of August 1, 2018, a Regular Meeting.

Motion/Second: Crane/Brown to approve Minutes of August 1, 2018, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of July – *Finance*.
- b. Adopt a Resolution Amending the Paid Leave Policy for Part-Time Employees – *Human Resources*.
- c. Approval of Notice of Completion for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10 – *Public Works*.
- d. Approve the Letter of Commitment for the Multi-Jurisdictional Local Hazard Mitigation Plan Update for Mendocino County and Authorize the City Manager to Execute – *Administration*.

Motion/Second: Crane/Brown to approve Consent Calendar Items 7a-7d, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

Presenter: Vice Mayor Mulheren and Councilmember Brown.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Kristine Lawler, City Clerk.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. **Discussion and Possible Action to Determine the City's Position on the 2018 Resolutions being Considered by the League of California Cities and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate.**

Presenter: Kristine Lawler, City Clerk.

Council Consensus to support the 2018 Resolutions being considered by the League of California cities at the 2018 annual conference taking into consideration the concerns that Council discussed.

- b. **Discussion and Possible Action Including Direction to the City's Commissioner for the Mendocino County Inland Water and Power Commission ("IWPC") Pertaining to the Sale of the Potter Valley Project ("Project") by Pacific Gas and Electric ("PG&E")**

Presenter: Sage Sangiacomo, City Manager.

Public Comment: John McCowen, 2nd District Supervisor.

Motion/Second: Crane/Brown to approve IWPC's investigation for the possible acquisition of the Project including the necessary discovery and analysis needed for member agencies to evaluate the feasibility of participating in a potential acquisition. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Updates on City Council Committee and Ad Hoc Assignments.

Presenters: Mayor Doble and Various Councilmembers.

Public Comment:

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 6:52 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Vichy Springs Resort v. City of Ukiah, Et Al*; Case No. SCU-K-CVPT-2018-70200

b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

c. Conference with Labor Negotiator

(Government Code Section 54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

d. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: North Coast Opportunities (NCO) and Economic Development and Finance Corporation (EDFC) Under Negotiation: Price & Terms of Payment

No report out was received.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:11 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Approval of the August 21, 2018, Special Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for August 21, 2018](#)

Summary: Council will consider approving the Minutes of August 21, 2018, a Special Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of August 21, 2018, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved:


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER CONFERENCE ROOM #3
300 Seminary Avenue
Ukiah, CA 95482**

**August 21, 2018
4:30 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met for a Special Meeting on August 21, 2018, which was legally noticed on August 17, 2018. Mayor Doble called the meeting to order at 4:37 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen Scalmanini, Douglas F. Crane, Maureen Mulheren, and Mayor Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Sean White, Water Resources Director; Tim Eriksen, Public Works Director/City Engineer; and Dan Buffalo, Finance Director. **Also Present:** Lee Bartolotta, Magdalena McQuilla, and Ray Fullerton from Geary, Shea, O'Donnell, Grattan & Mitchell.

MAYOR DOBLE PRESIDING.

2. PUBLIC COMMENT

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 4:38 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

No report out of Closed Session was received.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 8:16 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Minutes of August 28, 2018, a Special Meeting.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for August 28, 2018](#)

Summary: Council will consider approving the Minutes of August 28, 2018, a Special Meeting, as submitted (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of August 28, 2018, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER CONFERENCE ROOM #3
300 Seminary Avenue
Ukiah, CA 95482**

**August 28, 2018
2:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met for a Special Meeting on August 28, 2018, which was legally noticed on August 27, 2018. Mayor Doble called the meeting to order at 2:08 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen Scalmanini, Douglas F. Crane, Maureen Mulheren, and Mayor Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Sean White, Water Resources Director; Tim Eriksen, Public Works Director/City Engineer; and Dan Buffalo, Finance Director. **Also Present:** Lee Bartolotta and Ray Fullerton from Geary, Shea, O'Donnell, Grattan & Mitchell.

MAYOR DOBLE PRESIDING.

2. PUBLIC COMMENT

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 2:09 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

No report out of Closed Session was received.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 4:08 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Minutes of August 31, 2018, a Special Meeting.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for August 31, 2018](#)

Summary: Council will consider approving the Minutes of August 31, 2018, a Special Meeting, as submitted (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of August 31, 2018, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER CONFERENCE ROOM #3
300 Seminary Avenue
Ukiah, CA 95482**

**August 31, 2018
1:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met for a Special Meeting on August 31, 2018, which was legally noticed on August 30, 2018. Mayor Doble called the meeting to order at 1:09 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen Scalmanini, Douglas F. Crane, Maureen Mulheren, and Mayor Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Sean White, Water Resources Director; Tim Eriksen, Public Works Director/City Engineer; and Dan Buffalo, Finance Director. **Also Present:** Lee Bartolotta from Geary, Shea, O'Donnell, Grattan & Mitchell.

MAYOR DOBLE PRESIDING.

2. PUBLIC COMMENT

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 1:10 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

CITY COUNCIL RECONVENED IN OPEN SESSION AT 3:57 P.M.

Report out of Closed Session included instructions given to legal counsel.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 3:59 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2018-2019 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink, and Authorization to Transfer Corresponding Funds to the Chamber.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1: Ukiah On Ice Three Party Agreement 2018-19](#)

Summary: Council will consider authorizing the necessary steps to secure a seasonal ice rink for the 2018-2019 season.

Background: Last year, the City of Ukiah partnered with local businesses and organizations to bring a seasonal ice rink to downtown Ukiah for the second time. Over a period of five weeks, the rink was open daily--including holidays--and hosted over 8,000 skaters and seventy school field trips. With generous community sponsors, admission fees, and a full concessions stand, the rink covered its costs and generated revenue of roughly \$3,400. In February 2018, the Council authorized Staff to move forward with planning a rink for the 2018-19 season. Draft contract is Attachment 1.

RECOMMENDED ACTION: Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2018-2019 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to serve as fiscal agent for rink and authorize the corresponding transfer of funds to the Chamber.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Special Revenue Fund #31400000-52100 RINK; \$105,000

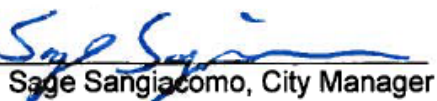
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: SRV 31400000-52100 RINK, sponsorships, admission fees, concessions sales

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #1718-125

COORDINATED WITH: Kerry Randall, Facilities Administrator; Maya Simerson, Project and Grant Administrator; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: The location of the ice rink would remain the same, on School Street in front of Alex Thomas Plaza. This site is ideal for its proximity to electrical access, parking, public restrooms, and the covered pavilion. The dimensions of the rink will remain at one hundred feet long and forty feet wide. Key sponsors from last year, including Adventist Health Ukiah Valley, have agreed to participate again; additional fundraising will continue to take place.

This year, the Greater Ukiah Chamber of Commerce has agreed to serve as the fiscal agent for the rink. In order to move forward with the contractual agreements, Staff is requesting the following:

1. Authorize City Manager to Negotiate and Execute a Three-Party Agreement with Special Ice for 2018-2019 Seasonal Ice Rink;
2. Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink; and
3. Authorize the Corresponding Transfer of Funds to the Chamber.



6909 Las Positas Rd., Suite D, Livermore, CA 94551 (925) 231-8100

Three Party Agreement

This Agreement ("Agreement") is made as of September __, 2018 ("Effective Date") by and among Ice Rentals LLC ("SI"), Greater Ukiah Chamber of Commerce, a California nonprofit corporation ("Chamber"), and the City of Ukiah ("COU") collectively referred to as "Party" or "Parties, respectively.

WHEREAS, SI and Chamber have previously entered into an event contract known as the "Event Agreement" dated September__ 2018, for the purposes of creating an outdoor, temporary holiday ice rink and event, where SI is supplying the ice rink and Chamber is the client.

NOW THEREFORE, in consideration of the promises and mutual covenants, conditions and agreements set forth herein, the Parties agree as follows:

Operations:

COU shall be fully responsible for the operation of the event during the period that the ice rink is operated under the Event Agreement beginning December 1, 2018 until January 6, 2019 and for the tear down of the equipment.

SI is not responsible for any of the day-to-day operations of the ice rink at any time.

Client Requirements

Client requirements to be fulfilled by the City of Ukiah:

- (a) Client to provide a Certificate of Insurance to Ice Rentals LLC prior to first day of installation as described in section 7 below.
- (b) Client to operate and manage rink.
- (c) Client to coordinate all marketing, solicitation, special events and any other additional activities related to the Ice Rink.
- (d) Coordinate and pull all permits required for installation and event operation. Any required engineering, wet stamp requirements or professional drawings if required for permitting. Client responsible for site planning and layout but final layout decisions will be jointly agreed upon to ensure equipment compatibility.

- (e) Supply or facilitate running sufficient electrical capacity (three-phase, 480-volt, 600amp) to run rink equipment on site. Client should consider whether additional power is required beyond that listed above to run lighting or other needs. Access to 110volt power for tools and other operations such as skate and ticketing operations. Electrician responsible for all electrical connections, including chiller.
- (f) A level building site.
- (g) Use of a forklift during the set up and tear down of the equipment.
- (h) Responsible for any loss, theft or damage to equipment beyond normal wear and tear. Client will cover reasonable travel expenses for technicians during repair periods if Client is also responsible for payment of the repairs. General Security of the equipment 24/7. Safety and security fencing as necessary.
- (i) Client responsible to ensure the safety of and access to work areas. Client responsible for overseeing work site and all vendor employees' and customers' safety.
- (j) Access to the site suitable for use by tractor and trailer(s) in order to install and remove equipment. Adequate staging area for equipment suitable for install/tear-down requirements.
- (k) Decorate venue and add other optional equipment to surrounding environment.
- (l) All appropriate signage, including sponsorship signage and sponsorship fulfillment.
- (m) Reasonable parking for technicians during installation and tear-down periods
- (n) Water supply to site.
- (o) Adequate space for Ice Resurfacers and snow operations.
- (p) Adequate safety equipment including but not limited to: traffic cones, barricades, first aid as needed.
- (q) Overnight on-site security during installation, operation and teardown and when facility is not open to the public. Temporary fencing if necessary to protect and barrier public from equipment.
- (r) Responsibility for paying for the costs of placing electrical and chiller lines across public spaces and public safety associated with those chiller lines crossing public spaces.
- (s) Responsibility for any damages not intentionally or negligently caused by SI to surface of parking lot (or any other client determined location) related to the installation, operation and remove of ice rink equipment. SI will use reasonable efforts to protect surfaces but given nature of work and equipment cannot guarantee no damage.
- (t) Any costs related to electricity, power generation, power upgrades, and power distribution to equipment, and water and water distribution.

7. Insurance and Indemnity

Insurance and Indemnity requirements to be fulfilled by the City of Ukiah.

7.1 Policy Requirements. COU shall maintain the insurance coverage listed below in Section 7.2 (Policy Coverage) throughout the entirety of the event, which Client may satisfy through its self-insurance program. The following stipulations apply to all policies:

- (a) All policies (except for workers' compensation coverage) shall be endorsed to name all Parties involved, their subsidiaries, officers, agents and employees and any other entity specified by Clients as additional insured respecting this Agreement.
- (b) COU shall furnish the other Party with certificates of insurance prior to mobilization of project (commencement of Ice Rink structure build and other initial undertakings).

7.2 Policy Coverage. COU and SI must maintain the following insurance policies or equivalent coverage as it pertains to their respective portions of the event:

- (a) Workers' Compensation with statutory limits
- (b) Commercial General Liability with minimum limits, or those limits imposed by the City of Ukiah, whichever is higher:
 - i. Each Occurrence: One Million (\$1,000,000)
 - ii. Personal Injury: One Million (\$1,000,000)
 - iii. General Aggregate: Two Million (\$2,000,000)

Payments:

COU will ensure Chamber receives all amounts due to SI prior to the dates Chamber is required to provide the funds to SI as outlined below. COU and Chamber may agree to make changes to this section, provided it is in writing and signed by both parties.

- 50% (\$41,250) due to SI within 14 days of signing
- 25% (\$20,650) due to SI on November 1, 2018
- 25% (\$20,650) due to SI on December 1, 2018

In the event that COU fails to provide the fees by the due dates as outlined above, Chamber will access a two percent (2%) late charge of all outstanding amounts not paid on time.

Insurance:

COU will provide the appropriate levels of coverage as provided for in the Event Agreement during the period it operates the ice rink and will list SI and its agents, as additionally covered. COU may satisfy this requirement using the coverage it is afforded by the Redwood Empire Municipal Insurance Fund ("REMIF").

SI will provide their own insurance coverage(s) appropriate for and applicable to their time during the installation and removal of the ice rink equipment but SI will not be providing

General Liability or Workers' Compensation coverage as it pertains to the day-to-day operation of the event. SI recommends that the COU carry levels of both, General Liability and Workers' Compensation appropriate to state and federal standards.

- **Release of liability.** Due to the inherent risk of ice skating, COU agrees to release SI and its partners agents and subcontractors (the "Released Parties") of liability in any case involving risk or injury, except to the extent caused by the acts and omissions of any of the Released Parties. COU understands that in order to ensure maximum safety, a regular ice maintenance plan should be implemented and followed, including proper monitoring of ice rink, sufficiently trained employees, proper supervision and proper maintenance of equipment. COU shall ensure that only properly trained personnel will operate the equipment. Notwithstanding these precautions and using all reasonable diligence and safeguards, injuries and falls may occur.

Furthermore, Chamber and COU release each other in similar fashion from liabilities related to operation of the ice skating rink for the periods of time the other party is operating the rink.

- **Indemnification.** Each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, contractors, subcontracts, and agents; neither Party shall be responsible for the acts and omissions of the other Party or the other Party's employees, contractors, subcontractors and agents in carrying out this Agreement. Neither Party shall be liable for any judgment, settlement, award, fine or otherwise, which arises out of the acts and omissions of such other Party, or its employees, contractors, subcontracts and agents, under this Agreement. To the extent either Party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such Party shall ensure that such equipment, product, or other personal property is suitable and fit for the purpose intended by such Party, free from defects which may damage the other Party, and otherwise operates in accordance with applicable government standards and safety regulations..

Term:

The term of this Agreement shall be the same as the term of the Event Agreement. Any expiration or termination of the Event Agreement shall result in an automatic termination of this Agreement.

Notices. All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to each of the representatives shown below at the address set forth below and are deemed delivered upon sending via Facsimile. They are deemed delivered four days after being sent, when sent via US Mail or, if by Certified Mail, upon receipt by confirmation document.

CHAMBER:

SI:

COU:

Lisa Alexander/ ED

Emery Lykins

Sage Sangiacomo

Greater Ukiah Chamber of Commerce
200 South School Street
Ukiah, CA 95482
707-462-4705

Ice Rentals, LLC
6909 Las Positas Rd. Suite D
Livermore, CA 94551
925-605-2912

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482
707-463-7493

Any such notice or other communication shall be (i) forwarded by a nationally recognized overnight courier, (ii) sent by fax transmission, backed up by either United States registered mail or a nationally recognized overnight courier, postage prepaid or (iii) sent by certified mail, return receipt requested, postage prepaid.

Either Party may replace or modify the above representative, addresses or number, by sending timely written notice to the other Party. It is the responsibility of each Party to update the Notice recipient and contact data within fifteen (15) business days of a change to same.

Governing Law. This Agreement shall be interpreted and governed exclusively in accordance with the laws of the State of California without regard to conflict of laws principles. Parties waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by the Parties, and each Party acknowledges that neither one nor the other Party nor any person acting on behalf of either of them has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

Severability. The invalidity or lack of enforceability of any provisions of this Agreement shall not affect the validity and continuing effectiveness of any other provision of this Agreement. In the event of any such invalidity or lack of enforceability, the affected provision shall be deemed modified so as to most closely effectuate the intent of such provision in a valid and enforceable manner.

Waivers. The waiver by each Party of a breach of any of the terms or provisions of this Agreement must be in writing and shall not be construed as a waiver of any subsequent breach.

Agreement. This Agreement in no way effects or impacts the validity of the Event Agreement, previously signed by SI and Chamber. While clarifying specific details of the day-to-day operation of the event, it has no influence over other agreements previously signed. Terms and conditions of this agreement may not be changed or modified without the expressed consent of all parties.

Counterparts. This Agreement may be executed in any number of counterparts, including fax or facsimile transmission, and each counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

All of the Parties below agree to all of the terms of the Agreement above:

Special Ice
Ice Rentals LLC

Greater Ukiah Chamber of Commerce
a California nonprofit corporation

Signed

Emery Lykins
President

Signed

Lisa Alexander
Executive Director

City of Ukiah

Signed

Sage Sangiacomo
City Manager



AGENDA SUMMARY REPORT

SUBJECT: Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$14,016.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Alpha Analytical Invoices - August 2018](#)

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill.

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000. The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly

RECOMMENDED ACTION: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$14,016.85 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$14,016.85; Account Number 70024500.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Landfill Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order Number 45595

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

water sampling and produced the chemical examination reports for the amount of \$14,016.85. For reference, please refer to Attachment #1, a copy of the Alpha Analytical invoices. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 262 Rickenbacker Circle, Livermore, CA 94551 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8081271-UKIAHLF
Date: 08/02/18

Project ID: Leachate - Quarterly
Project No: Leachate - Quarterly
PO/Reference:

Order #
18G1619

Receipt Date
07/17/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$25.00
1	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	BOD by SM5210B [10 day]	Water	\$33.00	\$33.00
1	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Carbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	COD by SM5220D [10 day]	Water	\$30.00	\$30.00
1	GeoTracker EDT [10 day]	Water	\$28.00	\$28.00
1	Handling & Disposal [10 day]	Water	\$3.00	\$3.00
1	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Nitrate as N by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$15.00
1	Total Suspended Solids by SM2540D [10 day]	Water	\$19.00	\$19.00
1	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$60.00
1	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$180.00

Invoice Total: \$582.00



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Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8081743-UKIAHLF

Date: 08/07/18

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
18G1490

Receipt Date
07/16/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
7	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$175.00
7	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Small Bailer [10 day]	Water	\$150.00	\$150.00
7	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Carbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
7	Conductivity by SM2510B [10 day]	Water	\$10.00	\$70.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$210.00	\$210.00
7	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	GeoTracker EDT [10 day]	Water	\$255.00	\$255.00
7	Handling & Disposal [10 day]	Water	\$3.00	\$21.00
7	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Miles [10 day]	Water	\$4.95	\$4.95
7	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$315.00
7	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$70.00
7	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$105.00
7	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
7	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$420.00



alpha

INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 262 Rickenbacker Circle, Livermore, CA 94551 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8081743-UKIAHLF

Date: 08/07/18

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
18G1490

Receipt Date
07/16/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
7	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$1,260.00

Invoice Total: \$5,343.95



INVOICE

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Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8081914-UKIAHLF

Date: 08/09/18

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
18G1793

Receipt Date
07/18/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
4	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$100.00
4	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Carbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	Conductivity by SM2510B [10 day]	Water	\$10.00	\$40.00
1	Field Technician [10 day]	Water	\$715.00	\$715.00
1	Filters [10 day]	Water	\$120.00	\$120.00
4	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
1	GeoTracker EDT [10 day]	Water	\$157.00	\$157.00
4	Handling & Disposal [10 day]	Water	\$3.00	\$12.00
4	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Miles [10 day]	Water	\$4.95	\$4.95
4	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$180.00
4	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$40.00
4	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$60.00
4	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$240.00
4	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$720.00



alpha

INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 262 Rickenbacker Circle, Livermore, CA 94551 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Invoice Total: **\$3,284.95**



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Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8082130-UKIAHLF

Date: 08/11/18

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
18G1617

Receipt Date
07/17/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
6	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$150.00
6	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
1	Small Bailer [10 day]	Water	\$175.00	\$175.00
6	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Carbonate by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
6	Conductivity by SM2510B [10 day]	Water	\$10.00	\$60.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$210.00	\$210.00
6	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
1	GeoTracker EDT [10 day]	Water	\$229.00	\$229.00
6	Handling & Disposal [10 day]	Water	\$3.00	\$18.00
6	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
1	Miles [10 day]	Water	\$4.95	\$4.95
6	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$270.00
6	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$60.00
6	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$90.00
6	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
6	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$360.00



alpha

INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

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Bay Area: 262 Rickenbacker Circle, Livermore, CA 94551 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 8082130-UKIAHLF

Date: 08/11/18

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
18G1617

Receipt Date
07/17/18

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
6	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$1,080.00

Invoice Total: \$4,805.95



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of the Emergency Purchase of a Flygt Concertor Submersible Pump Station and Rental of a Trailer Mounted Bypass Pump to Xylem Water Solutions USA, Inc. in the Total Amount of \$130,874.49, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Xylem](#)

Summary: The City Council will receive notification of the emergency purchase of a Flygt Concertor Submersible Pump Station to replace the existing El Dorado Liftstation and rental of a Trailer Mounted Bypass Pump to Xylem Water Solutions USA, Inc. for the Water Resources Department in the total amount of \$130,874.49, and will consider an approval of a corresponding budget amendment.

Background: The City operates and maintains three sewer lift stations. The Ford Street lift station is within the city limits. The El Dorado and Vichy Springs lift stations are in the Ukiah Valley Sanitation District. Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the emergency expenditure for the sole source purchase of Submersible Pump equipment in the amount of \$130,874.49 (Attachment 1).

Discussion: The rehabilitation of the Ford Street lift station was budgeted in the current Fiscal Year CIP

RECOMMENDED ACTION: Receive Report and Approve Corresponding Budget Amendment

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 84027221.80230- \$0

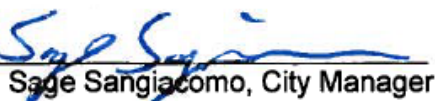
PROPOSED BUDGET AMOUNT: 84027221.80230 PC 18088- \$130,874.49

FINANCING SOURCE: Wastewater Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 45550

COORDINATED WITH: Sean White, Water Resources Director; Mary Williamson, Buyer II; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Budget. Staff anticipated similar projects for the remaining lift stations in the next several years. Unfortunately, the El Dorado lift station experienced major failures unexpectedly. This lift station has two pumps, one working and one redundant. One of the two pumps failed before the lift station rehabilitation occurred. Due to the required lead time, flow and the proximity of the lift station to the Russian River, staff felt it was imperative to order rehabilitation materials as an emergency. The Ford Street lift station rehabilitation may be delayed as a result of this expenditure.

At this time, City Council is receiving notification of the emergency purchase of a Flygt Concertor Submersible Pump Station to replace the existing El Dorado Liftstation and rental of a Trailer Mounted Bypass Pump to Xylem Water Solutions USA, Inc. for the Water Resources Department in the total amount of \$130,874.49, and will consider an approval of a corresponding budget amendment.



**Xylem Water Solutions USA, Inc.
Flygt Products**

May 22, 2018

790-A Chadbourne Rd
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

CITY OF UKIAH
300 SEMINARY AVE
UKIAH CA 95482

Quote # 2018-FFB-0177
Re:City of Ukiah El Dorado PS Retrofit

*Approved to
move forward
with purchase
7-16-18
Sp*

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pumps

Qty	Part Number	Description	Unit Price	Extended Price
2	6020.090-YYYY	Flygt Concertor submersible pump, 3" discharge, 5.5hp Max, Hard Iron impeller, 50' power cable, FM, NX-3 HT/HC 5.5/200-240/3/CH+ FM 50'(S6) FLS	\$ 12,353.82	\$ 24,707.64

Accessories

Qty	Part Number	Description	Unit Price	Extended Price
2	14-58 91 06	HOOK,SAFETY ASSEMBLY SS	\$ 121.90	\$ 243.80
40	14-48 71 13	CHAIN,3/16" 316L	\$ 39.22	\$ 1,568.80
2	14-58 72 08	KIT,CHAIN FITTING 3067-3127+ 316SS	\$ 111.30	\$ 222.60
2	748 18 15	KIT,SLIDING BRACKET DN80 ENF	\$ 182.32	\$ 364.64



Qty	Part Number	Description	Unit Price	Extended Price
1	Pump Station	TOP 5, 5' diameter, 14' depth, The Optimal Pump station (TOP), FRP, 4" stainless steel piping, 316ss guide tubes, no internal valves. FRP basin with patented TOP self-cleaning bottom. Aluminum station cover – 1 1/4" thick, pedestrian loading rated with integral SafeHatch access cover with slam lock and recessed padlock. Cast iron TOP discharge connection(s) mounted in the pump station. Internal station discharge piping (SS or PVC) with plain ends finished 12" outside of P.S. One influent line wall- penetration sealing hub in size specified up to 8" (Can be field located if desired). One 3" and one 1 1/4" NPT PVC conduit hub for electrical cables (Can be field located if desired). Stainless steel guide rails installed in pump station. Stainless steel cable holder installed. UV protective coating for pump station basin, top 2' of station. 4" SCH40 Candy Cane style vent. FOB Manufacturing point. 1 – yr. Manufacturer's Warranty.	\$ 33,879.00	\$ 33,879.00

FLYGT
a xylem brand

Qty	Part Number	Description	Unit Price	Extended Price
1	Valve Vault	TOP 5 Valve vault, 4" 316SS piping, includes; (2) HDL ball check valves, (2) Val-Matic plug valves, 12" pipe stubs outside of station, 300PSF aluminum hatch cover with safety grate, (2) Hymax couplings.	\$ 23,589.08	\$ 23,589.08
1	14-69 97 77	CLOUD SCADA ACCESS:CONCERTOR+ TWO YEARS	\$ 1,067.00	\$ 1,067.00

Electrical

Qty	Part Number	Description	Unit Price	Extended Price
1	14-53 02 47	PANEL,CONCERTOR 480V 36X20X12+ NEMA4X SS	\$ 13,366.31	\$ 13,366.31
1	83 82 00	# SENSOR,LEVEL LTU701 0-3.5M+ 15M CSA UL R/B 846231	\$ 1,878.72	\$ 1,878.72
2	582 88 30	SENSOR,ENM-10 0.95-1.1 40'	\$ 358.00	\$ 716.00

Services & Misc.

Qty	Part Number	Description	Unit Price	Extended Price
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	\$ 1,212.00	\$ 1,212.00
6	14-69 00 05A	LABOR,MOBILE FLYGT,NOTAX Z2-TP MODELS: 3000,7000,8000	\$ 160.00	\$ 960.00

Total Project Price \$ 103,775.59

Freight Charge \$ 3,034.00

Total Project Price \$ 106,809.59

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms->



[conditions-of-sale.aspx](#) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)
 See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms & Conditions: Attached please find our Standard Terms & Conditions of Sale that apply to this order.

Taxes: State, local and other applicable taxes are not included in this quotation.

Time of delivery: Approximately 8–10 working weeks after approval of order and receipt of approved submittal.

Terms of delivery: PP/Add Order Position

Terms of Payment: 90% Net 45 days, 10% Net 120 days.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Exclusions: This Quote includes only the items listed specified above.

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future.

Sincerely,



John Maupin
 Direct Sales Representative
 Phone: 707-430-0181
 Cell: 707-317-4707
 john.maupin@xyleminc.com

:





WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate

WARRANTY **Xylem Water Solutions USA, Inc.**

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%	100%	50%	25%	
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)					
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%	100%			
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)					
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



www.flygtus.com

Rental/Sales Estimate

Xylem Water Solutions



Customer City of Ukiah
Prepared By: John Maupin
Date Prepared: 5/22/2018

Job Description: EI Dorado PS Retro

Address: 1320 Airport Rd

Location:

City: Ukiah Zip: 95482

Contact: Don Brown

Office: 707-489-9042 Fax:

RENTAL ITEMS:

Qty.	Part #	Description	Day	Week	Cycle	Duration	Extension
1	CD100	Godwin 4", Trailer Mounted	1332	3995.00	11984		\$11,984.00
1	CD100	Backup Godwin 4" pump					
2	Panel	Float control panel					
1	Hose	Hose and fittings					
2		Spill containment					
1		Autodialer					
		*estimate for one month					
Equipment Sub-Total							\$11,984.00

The Terms and Conditions of Xylem/Flygt Products Rental/Sales Estimate, Credit Application and Invoice, contain the complete and final agreement between Xylem, Inc. Flygt Products and Customer and no other Agreement in any way modifying or adding to any of said Terms and Conditions will be binding. - Payment terms are net 30 days from invoice date. A 1.5% monthly late charge will be made on any past due invoices. - Estimates are valid for 30 days and subject to credit approval. - Availability subject to change without notice. - Estimates are based on Customer supplied information and are subject to change based on actual requirements and usage.

Estimate Deliver \$1,000.00

Estimate Pickup \$1,000.00

Labor \$167/hr

Per Diem \$200

(Does not include Sales Tax)

Estimate Total \$13,984.00

Valid Until:

7-16-18

Date

Customer (sign)

Customer (Print)

By signing this estimate, the customer implies that he/she has read and agreed to all Terms and Conditions of this Estimate.

This includes information in the "Additional Terms" section on page 3, if applicable.



AGENDA SUMMARY REPORT

SUBJECT: Report to Council of the Purchase of Emergency Rental of Pipe and Spray Guns for the Wastewater Treatment Plant Percolation Ponds from Rain for Rent, in the Amount of \$39,279 and Authorize Staff to Execute Additional Related Change Orders as Needed.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1- Rain for Rent](#)

Summary: Council will receive a report of the purchase of emergency rental of pipe and spray guns for the wastewater treatment plant percolation ponds from Rain for Rent, in the amount of \$39,279 and authorize Staff to approve additional related change orders as needed.

Background: Due to weather, river flows, and construction constraints at the Wastewater Treatment Plant (WWTP), the percolation ponds are near maximum capacity. If the ponds were to exceed maximum capacity, it would result in an unauthorized discharge resulting in significant fines.

Discussion: In order to temporarily increase disposal of water from the percolation ponds, staff rented necessary equipment (Attachment 1) to increase evaporation within the ponds as well as irrigate adjacent lands. Depending on inflows to the WWTP and flows in the Russian River, additional costs requiring change orders may be necessary until ponds levels can be reduced through normal discharge. The final price reflects

RECOMMENDED ACTION: Receive report, and authorize additional related change orders as needed.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84027225.52100- \$293,500

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Wastewater Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO #45470

COORDINATED WITH: Sean White, Director of Water Resources; Alan Hodge, WWTP Supervisor; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

the quoted amount plus sales tax.

At this time, Council is asked to receive a report of the purchase of emergency rental of pipe and spray guns for the wastewater treatment plant percolation ponds from Rain for Rent in the amount of \$39,279 and authorize Staff to approve additional related change orders as needed.

Attachment ³ 1

1032-IND-782495

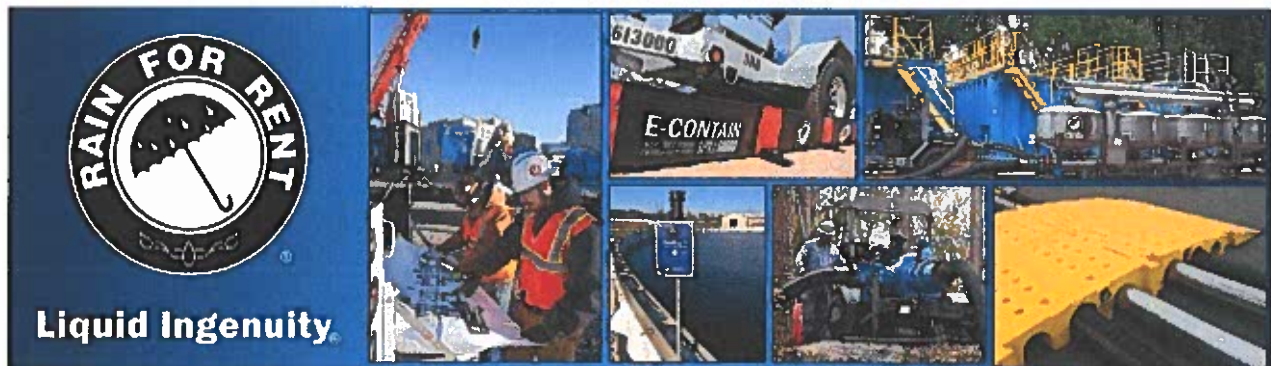
Quotation Developed Especially for:

Alan W. Hodge
City Of Ukiah
300 SEMINARY AVENUE
UKIAH, CA 95482
Phone: 707-467-2818

Prepared on 6/25/2018 by:

Robert Hurt
Cell: 530-341-4233
390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

www.rainforrent.com





Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-782495

Prepared By: Robert Hurt

Job Description:

install 4 big guns and 8" pipe
Customer will provide there own pump.
Labor is per Prevailing Wage rates. Certified payroll will be provided

Customer: City Of Ukiah

Customer ID: 105852

Address: 300 SEMINARY AVENUE

City/State: UKIAH, CA 95482

Contact: Alan W. Hodge

Office: 707-467-2818

Fax:

Location:

300 plant Rd. Ukiah Ca, 95482

Ukiah Waste Water Treatment Plant

Rental Sub Total: \$5,130.31

Sub Total: \$5,130.31

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

Est. Delivery Hauling \$2,707.76

Est. Pick-up Hauling \$2,707.76

Est. Install Labor \$1,108.00

Est. Removal Labor \$1,108.00

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Est. Services \$142.00

Est. Air Quality Fee \$0.00

Est. Rev Air Quality Fee -\$0.00

Est. Enviro Recovery Fee \$52.00

Est. Rev Enviro Recovery Fee -\$0.00

Recommended Optional Item - RPP: \$353.57

(Does Not Include Sales Tax)

Grand Total: \$12,955.83

Date Prepared: 6/25/2018

Valid Until: 7/25/2018

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-782495

*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
4	Each	1 *Cycle	727513	Gun Cart Complete	\$0.00	\$0.00	\$150.00	\$600.00
4	Each	1 *Cycle	324150	Sprinkler Sra-150 Biggun	\$0.00	\$0.00	\$469.22	\$1,876.88
29	Each	1 *Cycle	978940	Pipe 8"x40' Ind Groove AL	\$0.00	\$0.00	\$41.22	\$1,195.38
2	Each	1 *Cycle	978910	Pipe 8"x10' Ind Groove AL	\$0.00	\$0.00	\$10.32	\$20.64
4	Each	1 *Cycle	978905	Pipe 8"x5' Ind Groove AL	\$0.00	\$0.00	\$10.32	\$41.28
2	Each	1 *Cycle	978902	Pipe 8"x2' Ind Groove AL	\$0.00	\$0.00	\$10.32	\$20.64
4	Each	1 *Cycle	721288	Tee 8"x8"x3" Ind Groove x MNPT AL	\$0.00	\$0.00	\$24.00	\$96.00
1	Each	1 *Cycle	720848	Plug 8" Ind Groove Weld STL	\$0.00	\$0.00	\$14.68	\$14.68
4	Each	1 *Cycle	725279	Adapter Reducing 4"x3" Ind Groove x MNPT AL	\$0.00	\$0.00	\$6.55	\$26.20
4	Each	1 *Cycle	725082	Valve 4" Butterfly Ind Groove SJ200	\$0.00	\$0.00	\$24.88	\$99.52
4	Each	1 *Cycle	720781	Adapter 4" Ind Groove x MNPT STL59	\$0.00	\$0.00	\$12.67	\$50.68
1	Each	1 *Cycle	720782	Adapter 6" Ind Groove x MNPT STL59	\$0.00	\$0.00	\$18.67	\$18.67
4	Each	1 *Cycle	721289	Tee 8"x8"x4" Ind Groove x MNPT AL	\$0.00	\$0.00	\$24.67	\$98.68
4	Each	1 *Cycle	722813	Hose 4"x5' HD Tank Truck Grv 200#	\$0.00	\$0.00	\$32.00	\$128.00
1	Each	1 *Cycle	720730	Adapter Reducing 8"x6" Ind Groove AL	\$0.00	\$0.00	\$24.67	\$24.67
1	Each	1 *Cycle	325087	Adapter 6" Female Cam x MNPT AL	\$0.00	\$0.00	\$18.33	\$18.33
52'	Each	1 *Cycle	720768	Coupler 8" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$14.47	\$752.44
6	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$5.65	\$33.90
4	Each	1 *Cycle	720763	Coupler 3" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$3.43	\$13.72

Rental Sub Total: \$5,130.31

Sub Total: \$5,130.31



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-782495

Statement of Work

Background:

Scope:

Rain for Rent will deliver, install, removal, and pickup the items requested by customer.

Please note - labor per P/W wage rates

References Materials:

See attached product specification sheet(s).

Operating Parameters:

Rain for Rent has provided this proposal for equipment as requested and without design criteria or requirements.

Estimated Duration:

For the quoted items, Rain for Rent requires a signed quote not less than 5 business days prior to delivery.

Rain for Rent Responsibilities:

Rain for Rent will provide labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.

Customer Responsibilities:

- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Provide dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 15,000 lbs.

Rain for Rent Exclusions:

- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

Additional Information:



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-782495

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence.

This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes, heaters, pipe, and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

1032-IND-787778

Quotation Developed Especially for:

Alan W. Hodge
City Of Ukiah
300 SEMINARY AVENUE
UKIAH, CA 95482
Phone: 707-467-2818

Prepared on 7/16/2018 by:

Robert Hurt
Cell: 530-341-4233
390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

www.rainforrent.com





Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-787778

Prepared By: Robert Hurt

Job Description:

install 6 big guns and 4" aluminum ind grv pipe in the
North field for saturation evap.

Customer: City Of Ukiah

Location:

Customer ID: 105852

City of Ukiah Water Treatment plant

Address: 300 SEMINARY AVENUE

City/State: UKIAH, CA 95482

Contact: Alan W. Hodge

Office: 707-467-2818

Fax:

Rental Sub Total: \$8,376.56

Sub Total: \$8,376.56

Recommended Optional Items - Rental: \$3,069.14

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional
cost for the above items will be added to the grand total.

Recommended Optional Item - RPP: \$652.54

Est. Delivery Hauling \$4,397.40

Est. Pick-up Hauling \$4,397.40

Est. Install Labor \$3,945.00

Est. Removal Labor \$3,945.00

Est. Services \$426.00

Est. Air Quality Fee \$0.00

Est. Rev Air Quality Fee -\$0.00

Est. Enviro Recovery Fee \$92.00

Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$25,579.36

Date Prepared: 7/16/2018

Valid Until: 8/15/2018

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-787778

Application: irrigate evaporation of water pond Materials: treated waste water Suction Lift: 12'

*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
6	Each	1 *Cycle	727513	Gun Cart Complete	\$0.00	\$0.00	\$150.00	\$900.00
6	Each	1 *Cycle	324150	Sprinkler Sra-150 Biggun	\$0.00	\$0.00	\$469.22	\$2,815.32
11	Each	1 *Cycle	978940	Pipe 8"x40' Ind Groove AL	\$0.00	\$0.00	\$41.22	\$453.42
3	Each	1 *Cycle	978920	Pipe 8"x20' Ind Groove AL	\$0.00	\$0.00	\$20.62	\$61.86
2	Each	1 *Cycle	978910	Pipe 8"x10' Ind Groove AL	\$0.00	\$0.00	\$10.32	\$20.64
2	Each	1 *Cycle	978905	Pipe 8"x5' Ind Groove AL	\$0.00	\$0.00	\$10.32	\$20.64
28	Each	1 *Cycle	976940	Pipe 6"x40' Ind Groove AL	\$0.00	\$0.00	\$32.66	\$914.48
2	Each	1 *Cycle	976920	Pipe 6"x20' Ind Groove AL	\$0.00	\$0.00	\$16.66	\$33.32
2	Each	1 *Cycle	976910	Pipe 6"x10' Ind Groove AL	\$0.00	\$0.00	\$8.66	\$17.32
4	Each	1 *Cycle	976905	Pipe 6"x5' Ind Groove AL	\$0.00	\$0.00	\$8.66	\$34.64
6	Each	1 *Cycle	721265	Tee 6"x6"x3" Ind Groove x MNPT AL	\$0.00	\$0.00	\$13.35	\$80.10
2	Each	1 *Cycle	720745	Tee 8" Ind Groove 7120 Cast STL	\$0.00	\$0.00	\$24.67	\$49.34
6	Each	1 *Cycle	720702	Elbow 8" 90 Degree Ind Groove 7110 Cast STL	\$0.00	\$0.00	\$24.67	\$148.02
6	Each	1 *Cycle	721196	Elbow 8" 45 Degree Ind Groove Weld STL	\$0.00	\$0.00	\$24.67	\$148.02
6	Each	1 *Cycle	721174	Elbow 6" 90 Degree Ind Groove Cast 7110	\$0.00	\$0.00	\$18.67	\$112.02
5	Each	1 *Cycle	721195	Elbow 6" 45 Degree Ind Groove Weld STL	\$0.00	\$0.00	\$18.69	\$93.45
1	Each	1 *Cycle	720842	Plug 8" Ind Groove AL	\$0.00	\$0.00	\$9.94	\$9.94
2	Each	1 *Cycle	720841	Plug 6" Ind Groove AL	\$0.00	\$0.00	\$7.55	\$15.10
12	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$4.12	\$49.44
12	Each	1 *Cycle	720763	Coupler 3" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$3.09	\$37.08
40	Each	1 *Cycle	720768	Coupler 8" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$8.24	\$329.60
40	Each	1 *Cycle	720766	Coupler 6" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$6.18	\$247.20
6	Each	1 *Cycle	725294	Adapter Reducing 8"x6" Ind Groove 7150 Cast STL	\$0.00	\$0.00	\$24.67	\$148.02
10	Each	1 *Cycle	725616	Adapter Reducing 6"x3" Ind Groove x MNPT Weld STL	\$0.00	\$0.00	\$18.67	\$186.70
11	Each	1 *Cycle	722123	Adapter Reducing 6"x3" Ind Groove Cast 7150	\$0.00	\$0.00	\$18.67	\$205.37
6	Each	1 *Cycle	721403	Valve 3" Gate Flanged CL150 316SS	\$0.00	\$0.00	\$110.43	\$662.58
2	Each	1 *Cycle	724727	Valve 6" Gate Flanged 150# RF Cast STL	\$0.00	\$0.00	\$185.13	\$370.26
1	Each	1 *Cycle	720665	Valve 8" Gate Flanged 10RW Cast Iron	\$0.00	\$0.00	\$100.66	\$100.66
6	Each	1 *Cycle	722123	Adapter Reducing 6"x3" Ind Groove Cast 7150	\$0.00	\$0.00	\$18.67	\$112.02

Rental Sub Total: \$8,376.56

Sub Total: \$8,376.56



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-787778

OPTIONAL PRODUCTS

Optional Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	727513	Gun Cart Complete	\$0.00	\$0.00	\$150.00	\$150.00
1	Each	1 *Cycle	324150	Sprinkler Sra-150 Biggun	\$0.00	\$0.00	\$469.22	\$469.22
1	Each	1 *Cycle	+811026	Pump Trash 6" DV150I Tier 4	\$0.00	\$0.00	\$2,449.92	\$2,449.92

Rental Sub Total: \$3,069.14

Optional Total: \$3,069.14



Rental Quotation

Woodland

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390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-787778

Statement of Work

Background:

Scope:

Rain for Rent will deliver, rent and pick up the items requested by customer.
to install 6 big guns with carts + 8", 6" aluminum pipe in the north field of the plant.
Customer will provide existing 6" pump and 8" pump

References Materials:

See attached product specification sheet(s).

Operating Parameters:

Rain for Rent has provided this proposal for equipment as requested and without design criteria or requirements.

Estimated Duration:

For the quoted items, Rain for Rent requires a signed quote not less than 5 days prior to delivery.

Rain for Rent Responsibilities:

Rain for Rent will provide labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
Rain for Rent will transport, deliver, and install the 6 big guns per customer specs, using 4" aluminum industrial groove pipe to prevent pipe leak.

Customer Responsibilities:

- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
 - Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
 - Provide dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 15,000 lbs.
- customer will remove grass and brush from desired placement of the pipeline prior to install.

Rain for Rent Exclusions:

- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

Additional Information:

This quote is subject to change due to time and materials.



Rental Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-787778

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes, heaters, pipe, and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



AGENDA SUMMARY REPORT

SUBJECT: Award Professional Services Agreement in the Amount of \$329,413 to GHD to Prepare Bid Documents for the Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

DEPARTMENT: Public Works

PREPARED BY: Ben Kageyama

ATTACHMENTS:

[Attachment 1 - GHD Proposal](#)

Summary: The City Council will consider awarding a professional services agreement to GHD to prepare the bid documents for the Northwestern Pacific (NWP) Rail Trail Phase 3 project.

Background: This work involves the completion of the design and the preparation of the plans, specification, and estimate for the NWP Rail Trail Phase 3 project. The NWP Rail Trail Phase 3 will extend the existing rail trail from Clara Avenue north to Brush Street, and will include a bridge crossing over Orr Creek. Staff obtained a California Natural Resources Agency grant through the Urban Greening Program for the design and construction of this project. This project completes the Rail Trail to the north boundary of the city limits.

Discussion: Staff issued a request for proposals (RFP) and sent it to seven prospective consultants and to Integrated Marketing Services (IMS). IMS utilizes the internet and electronic notification to inform prospective consultants regarding RFP's. In addition, staff posted the RFP to the City's website. In response to the City's RFP, one consulting firm, GHD, submitted a proposal (Attachment 1). The City's consultant selection

RECOMMENDED ACTION: Award professional services agreement to GHD in the amount of \$329,413 to prepare the bid documents for the Northwestern Pacific Rail Trail Phase 3 Project.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230.18070; \$391,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Urban Greening Program Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen

Approved:


Sage Sangiacomo, City Manager

committee reviewed the proposal and found it to be very thorough in its response to the RFP. GHD has extensive knowledge of the project and has designed both the Phase 1 and Phase 2 projects. The proposed fee of \$329,413 is consistent with staff's estimate for providing the services and within the grant budget for the design. Staff found the fee to be commensurate with the scope of work. Urban Greening Grant funding for this project will be provided to the City on a reimbursement basis. Staff recommends approval of a professional services agreement for this work.



CG 044 283 01 MAX. LOAD 55,000 KGG 124,500 LBS TARE 18,750 KGG 42,210 LBS MAX. GW 75,500 KGG 170,750 LBS 160 km/h 2100340981

City of Ukiah

Northwestern Pacific Rail Trail Phase 3 Specification No. 18-04

August 28, 2018



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1. Cover letter

August 28, 2018

Mr. Ben Kageyama, Senior Civil Engineer
City of Ukiah
Department of Public Works
300 Seiminary Avenue
Ukiah CA 95482-5400

RE: Proposal for Northwestern Pacific Rail Trail Phase 3

Dear Mr. Kageyama:

GHD is thrilled to submit the following proposal to assist the City of Ukiah with complete the Phase 3 design of the Northwestern Pacific Rail Trail project. GHD and our teaming partner, Alta Planning + Design, have together been working with the City to complete Phase 1 and Phase 2 of this important rail-with-trail project, and we look forward to providing continuity for the City, ultimately benefiting both the fast-track schedule and the grant-funded budget.

GHD and Alta intend to follow much of the same project-tested approach as developed in Phases 1 and 2, and as laid out in Figure 2.3 in Section 2 of this proposal. Most importantly, as timing is absolutely key, in order to meet the schedule established for this project, it is critical that the approach be efficiently executed with each task. GHD's project management and design team has worked with the City (as noted below) on numerous projects, several of which are under construction. We have an established relationship with City staff, as well as with the Mr. Kageyama, enabling us to focus on the project immediately and quickly move from the feasibility study into the detailed design phase.

The GHD team is uniquely positioned to serve the City with Phase 3 design due to:

Knowing this Northwestern Pacific Rail Trail project better than any other consultant team. Alta Planning + Design's experience with the City of Ukiah encompasses all phases for this project, including the 1999 Bicycle and Pedestrian Master Plan, in which Alta first identified the priority of implementing the Northwestern Pacific Rail Trail project. Alta then developed and delivered the Northwestern Pacific Rail Trail Feasibility Study, which prepared a preliminary design and cost estimates for the approximately 1.5-mile rail-with-trail facility. The planning for the overall rail trail project was further developed in the 2012 Mendocino County Rail-with-Trail Corridor Plan (2012 Trail Corridor Plan), which was completed by Alta and GHD. This work set the stage for the Northwestern Pacific Rail Trail Phase 1 project, on which GHD and Alta teamed to provide a full suite of environmental, engineering, and permitting services (as well as stormwater pollution prevention plan [SWPPP] preparation), for the City's Class 1, ADA-accessible, non-motorized trail along the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. Since its inception, the Northwestern Pacific Rail Trail project has been steered by GHD and Alta.

Extensive rail-with-trail (RWT) experience. GHD has managed numerous transportation studies and design projects, transforming travel corridors to serve more livable conditions, creating traffic calming schemes, and designing traffic control systems which favor local bicyclists and pedestrians. We have worked on several such RWT and Safe Routes for Schools projects for the Mendocino Council of Governments; SMART; the cities of Arcata, Eureka, Rio Dell, Cloverdale, and Fortuna; and for Humboldt County, all within the past five years. In 2002, Alta led a major three-year study for the Federal Highway Administration (FHWA): Rails with Trails: Lessons Learned. It developed the best practices for RWT projects, which involve trails and bike paths located on or near active railroad corridors. From there, Alta has worked on dozens of RWT projects across the nation and has partnered extensively with GHD. Together, GHD and Alta represent the nation's top professionals in RWT design.

Our familiarity and experience with the City of Ukiah. GHD has been working with the City of Ukiah for over a decade, primarily in the context of transportation improvements. Though our staff has also completed sanitary sewer master plans and Letter of Map Revisions (LOMR) on, notably Doolin Creek (which also has a bridge that is an important part of the Phase 2 design), amongst a wide variety of other multidisciplinary work. Alta's experience with the City of Ukiah encompasses all phases for this Northwestern Pacific Rail Trail project, including the Bicycle and Pedestrian Master Plan, in which Alta first identified the priority of implementing the Northwestern Pacific Rail Trail project. Alta has also completed a Safe Routes to Schools project for the City. Our team understands Ukiah's needs, standards, and long-term goals.

An approach to meeting a fast-track schedule based on specific knowledge and experience. The project team can only meet the schedule if able to immediately start on the project, rapidly complete both the topographic survey, and flood zone analysis. GHD previously completed a portion of mapping for a downstream portion of Orrs Creek as a part of the Site Development for Well 4 & 9 project, allowing us to build upon this existing basemap will allow us to complete the trail and drainage design. The survey will be completed by GHD's in-house resources. This survey approach will reduce survey costs and allow us to quickly focus the Corridor Management Plan and Preliminary (30%) Design, thereby fulfilling the most crucial step in the accelerated schedule and moving the project forward.

In preparing our proposal, we met with the City multiple times to discuss specific details and potential challenges regarding the Phase 3 project. We walked and photo-documented (the evidence of which you can find throughout the proposal) the entire Phase 3 alignment, as well as obtaining and reviewing all background documentation, including NCRA right-of-way mapping and the applicable policies, goals, and objectives outlined in the 2014 Ukiah Bicycle and Pedestrian Master Plan (prepared by Alta). We have even developed renderings for specific portions of the Phase 3 segment, which we've included in Section 2.

Through a combination of our unique historic understanding of the project and our recent investigative efforts, we believe the following proposal is the best proposal for the City.

This proposal is signed by William (Bill) Silva, who is authorized to negotiate and bind GHD contractually. His name, title, address, and telephone number are shown below.

This proposal is a firm offer for a minimum period of thirty (30) days after the submittal date.

GHD acknowledges receipt of Addendum 1 to the RFP, dated August 2, 2018.

We look forward to your response and appreciate the opportunity to continue serving the City, both with the continuation of this important trail project and for many years to come.

Sincerely,

GHD



William Silva, PE, QSD/QSP*
Principal-in-Charge
C: +1 707 484 8236
2235 Mercury Way Suite 150
Santa Rosa CA 95407



Pat Tortora, PE, LEED AP
Project Manager
T: +1 971 925 3751

**Authorized firm representative.*



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2. Project approach & schedule

Northwestern Pacific Rail trail background

In 1999, the City of Ukiah began to plan a new Class I trail adjacent to the Northwestern Pacific (NWP) railroad tracks in the North Coast Railroad Authority (NCRA) right-of-way (R/W) corridor. The trail concept appeared in the City's 1999 Bicycle Master Plan, completed by GHD teaming partner **Alta Planning + Design**. The project was ranked as the highest priority in the Bicycle Master Plan and in the 2006 Mendocino County Regional Bikeway Plan. The planning for the overall NWP Rail Trail Project was further developed in the 2002 Rail Trail Feasibility Study, also completed by Alta, as well as in the 2012 Mendocino County Rail-with-Trail Corridor Plan (2012 Trail Corridor Plan), which was completed by Alta and GHD.

The NWP Rail Trail project has broad community support and, of critical importance, the support of the NCRA. Within the City of Ukiah, the NWP Rail Trail project was divided into three segments, to be implemented in three phases:

- Phase 1: Clara Street in the north to Gobbi Street in the south
- Phase 2: Gobbi Street in the north to Commerce Drive in the south
- Phase 3: Brush Street in the north to Clara Street in the south



Figure 2.1. Southern end of Phase 3 trail segment at Clara Avenue looking south at the Phase 1 segment.

In 2012, the City selected the GHD/Alta team to deliver Phase 1 of the project, which was the first rail-with-trail project to be designed and constructed within the NCRA R/W in Mendocino County, involving surveying and mapping; preparation of the Trail Corridor Management Plan, Safety Plan, and Trail Policy; a public workshop; and the complete design. Construction of Phase 1 completed in 2015, with GHD providing construction management and inspection services. In 2018, the GHD/Alta team was successively selected to prepare construction documents for the Phase 2 section of trail, tentatively going to construction the winter of 2019.

GHD also assisted the City in obtaining approvals from the California Public Utilities Commission (CPUC), California Department of Fish and Wildlife (CDFW), Caltrans and NCRA. In addition, GHD assisted in creating a License Agreement between the City and NCRA for the further development of the NWP Rail Trail project, a 25-year agreement that is critical to the overall success of this three-phase endeavour. By granting the City a non-exclusive license to access and utilize the NCRA R/W to construct, operate, and maintain a Class I trail (in addition to outlining other requirements).

Most of the detailed requirements referenced in the agreement are described in the NCRA Policy & Procedures Manual, §0907 Trail Projects on the NWP Line Rights-of-Way: Design, Construction, Safety, Operations, and Maintenance Guidelines (Rail-with-Trail Guidelines). These guidelines encompass requirements for licensing, permitting, and planning for trail projects in the NCRA R/W. Two of the key planning documents required by these guidelines are a feasibility study and safety plan. GHD incorporated the feasibility study and safety plan documentation in the Phase 1 Trail Corridor Management Plan, a document that addresses management issues throughout the study area relating to use and design of the facility. This study and documentation are also needed for Phase 3:

The feasibility study was required to demonstrate a project's comprehensive viability, as well as to present an alternatives analysis. The 2012 Mendocino County Rail with Trail Corridor Plan meets this requirement, and identifies this Phase 3 project segment as a Segment No. S11.

The safety plan lays out engineering standards, trespassing and crime prevention strategies, signage, access points, and methods/processes for coordination with police and fire protection. GHD and Alta has together completed these documents for previous projects, including for, as previously mentioned, the Phase 1 and 2 portions of this project.

Phase 3 project understanding

In 2018 the City received an Urban Greening Grant from the state administered by California Natural Resources Agency to complete the Phase 3 segment. The Urban Greening Grant supports projects that reduce Green House Gases (GHG), by enhancing, expanding and creating neighbourhood parks, provide greening of public lands, mitigating urban heat islands, or developing non-motorized urban trails that provide safe routes to travel between residences, workplaces, commercial centers and schools.

In June 2016, the City completed the Phase 3 environmental documentation through a CEQA Notice of Exemption. The project was determined to be Categorically Exempt under Section 15303 (Class 3, new construction of small facilities) and Section 15304 (Class 4, construction of a bicycle/multi-use trail within an existing right-of-way).

The Phase 3 trail segment is approximately one quarter of a mile long, includes new bridge over Orrs Creek, a new mid-block pedestrian crossings at Ford Street with a pedestrian refuge. The Phase 1 project alignment, which was located on the west side of the NWP railroad tracks, the Phase 2 alignment is located on the east side of the tracks. The Phase 3 alignment being located on the west side of the tracks has several advantages, as well as a couple of potential challenges. These opportunities and constraints are described below, under **"Approach"**.

The City has established a schedule for the project, with the goal of completing design in January 2019 in order to comply with the Performance Period as indicated in the Urban Greening Grant Agreement. This schedule is an important goal for the City, as it will ensure that construction moves forward during spring and summer of 2019. Achieving this schedule is contingent on overcoming key project issues, which are also described below, under **"Approach"**.

The GHD/Alta team has a very deep understanding of this project, developed over the past 15 years, and so is able to leverage a tremendous amount of recent experience with the City of Ukiah on Phase 1 and 2 of the Northwestern Pacific Rail Trail project; as well as many other similar rail-with-trail projects (described in Section 3 and Section 6 of this proposal) to successfully meet the ambitious schedule and deliver all project components to the satisfaction of the City.

Within the past five years, we have also worked directly with NCRA and NWPCO staff on the development of

numerous rail-with-trail projects in Northern California. GHD and Alta trail designs have become the centerpiece of communities, and we recognize the potential for currently underutilized land to increase in value as the trail gains popularity, which includes opportunities for trail-front businesses.

Additionally, Alta is recognized nationwide as a leader in the development of trail projects within railroad rights-of-way. They have published reports, in collaboration with the U.S. Department of Transportation, that examine safety, design, and liability issues associated with the development of shared use paths and other trails within or adjacent to active railroad and transit rights-of-way.

Phase 3 approach

In preparing our proposal, we met with the City multiple times to discuss specific details and potential challenges regarding the Phase 3 project. We walked and photo-documented (the evidence of which you can find throughout this section) the entire Phase 3 alignment, as well as obtaining and reviewing all background documentation, including NCRA R/W mapping and the applicable policies, goals, and objectives outlined in the 2015 Ukiah Bicycle and Pedestrian Master Plan

(prepared by Alta).

Through a combination of our unique historic understanding of the project and our recent investigative efforts, we have identified some key challenges within Phase 3. The following section identifies these key challenges and GHD's proposed approach to each.

Schedule constraints

To meet the schedule established for this project, it is critical that the approach be efficiently executed with each task. As noted in Section 3, GHD's project management and design team has worked with the City on numerous projects, several of which are under construction. We have an established relationship with City staff, as well as with the City's Project Manager on this project (Ben Kageyama), enabling us to focus on the project immediately and quickly move from the feasibility study into the detailed design phase, as outlined in the RFP (No. 18-04).

The project team can only meet the schedule (**See the end of this section.**) if able to immediately start on the project and rapidly complete both the topographic survey, right-of-way and flood zone analysis. GHD previously completed a portion of mapping for a



Figure 2.2. Rendering of trail crossing at Clara Avenue (looking north)

downstream portion of Orrs Creek as a part of the Site Development for Well 9 project, as well as a short section north of Clara Avenue, allowing us to build upon this existing basemap will allow us to complete the trail and drainage design. We propose to conduct a focused topographic survey on the west side of the railroad tracks where the alignment is designated in the Urban Greening Grant. In order to quickly complete the survey, we will use a combination of aerial drone and truck-mounted equipment (with limited manual survey) at specifically and strategically chosen locations, such as at Orrs Creek. The survey will be completed by GHD's in-house resources. This survey approach will reduce survey costs and allow us to quickly focus the Corridor Management Plan and Preliminary (30%) Design.

Preliminary design and lighting standards

Key goals of the Preliminary Design are to verify that the minimum offset of the trail improvements from the centerline of the railroad tracks is met, to confirm that R/W and flood zone requirements are achieved, and to

reflect all of the proposed amenities on the plans and in the opinion of probable construction cost. Some of these amenities include benches and trash receptacles, crossing details, barriers, and lighting standards. In particular, the pedestrian lighting standards to be used in Phase 2 warrant research.

The lighting standards installed in Phase 2 are the IPL Series manufactured by Firstlight Technologies, a solar powered LED integrated architectural area light specifically designed for use in recreational bikeway/pathway and public space lighting applications. These lights use a high performance lithium ion battery to store solar energy generated during the day, with a battery life in the range of 8 to 10 years. This is unlike the Phase 1 batteries where lead acid battery that began to fail in within one year of installation, and since have been replaced with the lithium ion battery.

The GHD team will work with the City to confirm the preferred lighting standard type, and develop a specification that addresses the performance issues that have occurred with the Phase 1 lights, potentially including an extended warranty on the batteries.



Figure 2.3. Rendering of new pedestrian bridge crossing at Orr Creek

Rights-of-way

Based on the current concept alignment, no R/W or easement acquisitions are needed. The existing lease area at the trail end at Brush Street will be vacated by the lease (Redwood Coast Fuels) prior to construction of the trail.

The concept drawings included in the City's RFP (18-04) show a change in trail alignment at this location as well as Ford Street to avoid existing rail equipment (signal, gate, cantilever, and an electrical service). This change in alignment could result in the trail encroaching on the private property to the west, necessitating R/W acquisition or an easement, which could potentially add months to the project schedule, requiring a schedule extension.

From our field review and measurements at the Ford Street and Brush Street Road crossing, it appears that the existing rail signal/gates are not in conflict with the proposed trail. A minimum clear distance of 23 feet is needed to construct the proposed 10-foot-wide trail with 2-foot-wide shoulders and maintain a 9-foot offset from the centerline of the tracks. The clear distance at both locations is approximately 24 feet. The existing cantilever will remain.

Proposed alignment

Having completed the Preliminary Design, we will be able to quickly focus attention on the key issues and proceed confidently with the development of the proposed alignment. GHD and Alta will develop the design to meet or exceed rail-with-trail guidelines, paying close attention to details. For example, although rail-with-trail guidelines allow the trail to be set back a minimum of 8.5 feet from the centerline of the track, the offset should be increased to allow for the placement of trail signing. The concept for the project is to maintain a minimum of 9.0 feet from the centerline of the track. This allows signs to be adjacent to the trail while still staying outside of the required setback. Our intersection details will also be developed so that they are suitable for submission to the CPUC for changes to the at-grade crossings (GO88B Modification of an Existing Rail Crossing).

Environmental and Drainage Impacts: The proposed trail alignment was developed to minimize environmental impacts and disturbance of existing drainage patterns by locating it away from the edge of the R/W where many large trees are present, as well as to utilize existing drainage paths. The Phase 3 trail alignment is generally located downslope of the tracks, which is also the same general direction of drainage in the project area. Our site-specific drainage review indicates that drainage

improvements should be fairly straightforward to address during design.

The Phase 3 trail between Clara Avenue and Ford Street drain toward Orrs Creek, where there is an existing rail road trestle bridge, the proposed trail bridge will be adjacent to existing rail bridge. No stormwater infrastructure exists along the trail alignment that runs parallel to Mason Street, north of Clara Avenue. The proposed Bioswale #1 is located at the north terminus of Mason Street, which will treat and detain stormwater for this section of the trail. The Bioswale #1 will drain directly to Orrs Creek via sheet flow. The trail section between the proposed bridge and Ford Street will be placed to match the existing drainage patterns, flowing south toward Orrs Creek. The proposed Bioswale #2 is located along this section of the trail alignment, designed to collect stormwater from this section and drain to Orrs Creek utilizing a culvert to cross the trail and a flow spreader to at the top of the bank to disperse the stormwater evenly down the slope to the creek.

The trail section between Ford Street and Brush Street Generally slopes north toward Brush Street, where it currently sheet flows into the street and runs several hundred feet to an existing catch basin. As in Phase 2, an infiltration trench will be installed to provide treatment and storage for the 85th percentile storm event, any exceedance to this storm event will follow grade to Brush Street and drain to the existing catch basin.

We will use the new data collected during the topographic survey and continue the approach of avoiding impacts as much as practical. This will reduce the need for costly drainage improvements and reduce the potential for having to revisit the City's CEQA analysis. Where the drainage options in the project area are limited, we will seek to balance the runoff created by the construction of the trail with vegetated buffers to improve the infiltration adjacent to the trail to avoid any increase in the amount of runoff. The estimated area of disturbance of the project is anticipated to be less than one acre. We will seek to minimize the impacts where practical to keep the disturbance area less than one acre to help avoid having to develop a Stormwater Pollution Prevention Plan (SWPPP) and the rest of the NPDES stormwater regulatory requirements. The effort to prepare a SWPPP, if needed, is included in our proposal.

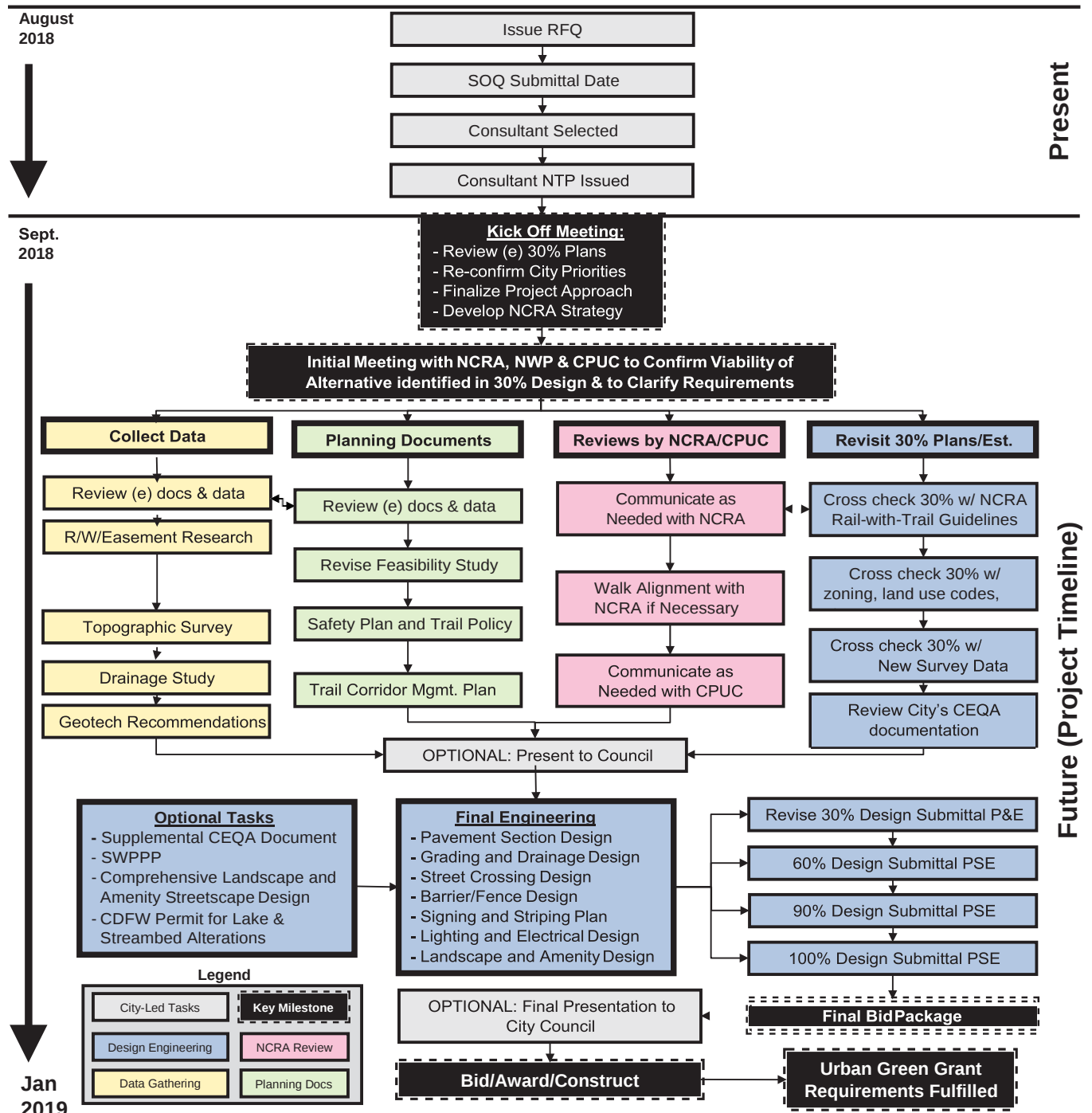
Orrs Creek: The Bridge over Orrs Creek is an important feature of the project, providing continuous connection from the south to the north. It will also provide a link for emergency response vehicles should the need arise. Confirming the existing ground elevation in the vicinity of the proposed bridge relative to the FEMA flood elevation

is critical to determining the amount of fill material required to establish the bridge deck above the flood elevation. This element of the project requires the issuance of a CDFW Lake and Streambed Alteration Agreement application, as is the case with the bridge crossing of Phase 2. This agreement is also required if the design substantially changes the creek bank. It the goal of the design to provide a flatbed railcar bridge that will span

from bank to bank without bank alternations. As part of the creek analysis, H&H, bank scour will estimated to assure the bridge foundation is properly placed.

A primary goal of our proposed approach is to quickly complete the topographic survey and address this potential issue as early as possible.

Figure 2.4. Proposed Phase 3 Scope



Phase 3 scope of work

The proposed scope of work to complete the planning and design of Phase 3 of the Northwestern Pacific Rail Trail project is described in the following tasks, as well as in Figure 2.3, which lays out a flowchart of our proposed scope. We welcome the City's review of the proposed scope and are open to discussing any changes which may better suit the project needs.

Task 1. Project management

GHD will be responsible for managing the coordinated effort of both GHD and Alta staff. This task includes the efforts required for GHD's Project Manager, with administrative assistance, to manage the project contract, coordinate team personnel and sub-consultants, maintain the project schedule, coordinate and perform quality assurance and quality control reviews, prepare invoicing, and attend field and deliverable review meetings.

GHD will organize and facilitate a kick-off meeting with the City, Alta, and other key members of the project team. The purpose of the kickoff meeting will be to:

- Discuss the project goals
- Discuss and refine the project's scope of work and schedule as needed
- Confirm roles and responsibilities
- Confirm the expectations of the City
- Confirm the schedule for project status meetings
- Confirm and request available background data.

Task 2. Review and evaluate existing documents and data

The GHD team will review and summarize existing data from the site visits, previous studies and plans, survey and record information, and relevant City planning documents. GHD will specifically review:

- Urban Greening Grant Application
- 2012 Mendocino County Rail with Trail Corridor Plan (prepared by GHD and Alta)
- NCRA Rail-with-Trail Guidelines
- License Agreement between the City and NCRA
- 1999 and 2015 Ukiah Bicycle and Pedestrian Master Plans (prepared by Alta)
- 2002 Ukiah NWP Rail Trail Feasibility Study (prepared by Alta)

GHD will also review other relevant zoning ordinances and General Plan policies, addressing data gaps with further field review and data collection from the City, NCRA, and local agencies, if necessary.

Specific items to be resolved for project context include:

- Adjacent land uses (both existing and future)
- Access points (vehicular and bike/pedestrian)
- Street crossing conditions/configurations
- Potential environmental impacts
- Future trail extension along Airport Road to the south

When authorized to proceed with the project, the GHD team will contact CDFW to determine if they will require the City to submit a permit application for a Section 1602 Streambed Alteration Agreement. If so, we have included an optional task to prepare the permit application and coordinate with CDFW.

Deliverables:

- No specific deliverables for this task; the results of this task will be reflected in other deliverables, below.

Assumptions:

- The City will provide access to relevant documents, GIS data, and other documents, as needed, to complete this task.

Task 3. Topographic survey and right of way determination

Right-of-way and easement research and review

The GHD team will complete research and review of City mapping and adjacent parcel boundaries, as well as of the NCRA R/W, to document the locations of the existing railroad R/W and City of Ukiah R/W, with the goal of designing the trail corridor improvements to be within either the railroad R/W or the City of Ukiah R/W. GHD is in receipt of the NCRA R/W mapping for the Phase 3 corridor, and has previously completed partial mapping of the R/W between Commerce Drive and Talmage Road for the Transportation Improvements for Redwood Business Park project.

Project control survey

The GHD team will establish project survey control and prepare R/W mapping for the project. Our surveyors, Richard Maddock and Brian Howard, will set horizontal and vertical control points for project mapping in accordance with City of Ukiah horizontal and vertical control requirements, which also entails locating monuments on streets adjacent to the railroad R/W, if practical. A "Survey Control Data Sheet"—which will be semi-permanent in nature so as to serve as project control during construction, or subsequent survey activities—will exhibit these survey control points.

Our surveyors will make field measurements using GPS and conventional survey methods on the same horizontal basis as the Transportation Improvements for Redwood Business Park project, which will allow the work to seamlessly be brought into the City's GIS system, which is based upon the California State Plane Coordinate System.

The horizontal datum will be based on the North American Datum 83 (NAD 83). The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD 88), which is consistent with the most recent FEMA flood mapping in Ukiah. GHD will ensure that all surveying and mapping is in compliance with City of Ukiah standards, or with Caltrans standards when not otherwise specified by the City. All of the control can be located by GPS methods at one time.

Mobile LiDAR topographic mapping

The GHD team proposes mobile LiDAR topographic mapping that would cover the project site and immediate surrounding area.

GHD will set control using Global Positioning System (GPS) methods. GHD will map the project limits using a vehicle or pedestrian mounted mobile LiDAR system. A scalable point cloud of the project will be provided and georeferenced to the project datum. The LiDAR mapping will be suitable for compiling a topographic map with the following specifications:

- Finish mapping scale 1 inch = 20 feet
- Contours at 1-foot intervals

GHD will acquire data on all areas obstructed by tree cover or heavy vegetation via ground-based surveys. In addition to topography, the resultant map will show planimetric features such as roads, railroad tracks, crossing signals, buildings, fences, power poles, trees, brush, and other features according to standard practice. Accuracy will equal or exceed National Map Accuracy Standards for topographic maps compiled by mobile LiDAR methods.

Supplemental topographic field surveys

The mobile LiDAR mapping will be supplemented with ground-based topographic surveys in obstructed areas and at conforms, utility features, and drainage. GHD will provide field verifications of topographic features, such as trees, fences, etc. This survey will, at a minimum, include:

- Cross sections of the trail corridor and crossing streets at 25' intervals (surface data will be sufficient to create a Triangular Irregular Network [TIN] for Civil 3D design)

- Surface evidence of the storm drain system (ditches, culverts, catch basins, drop inlets with flow line elevations)
- Surface evidence of utilities
- Power poles, rail equipment, guy wires, and overhead lines
- Fencing and gates
- Street lights, signs, striping, pavement legends, and markings
- Mailboxes, driveway, and ramps
- Tree trunk locations and diameter

CAD file set-up and TIN

The GHD team will prepare computer files to include field control points, topographic surveys, utility data, property surveys, and preparation of the TIN used for three-dimensional calculations (i.e., earthwork, cross-sections, and profiles).

Vegetation/tree survey

Kristine Gaspar, GHD's environmental scientist, will oversee the identification of trees along critical segments of the NCRA R/W, compiling a description of the trees and identifying any potential constraints to the trail location created by trees. She will use a handheld GPS location device to map these vegetative resources as they are evaluated. The tree locations will be included in the base map.

Drainage Study

The GHD team will conduct field and office research to evaluate the drainage systems adjacent to the trail prior to beginning the mapping effort. Available drainage studies will be reviewed. Topographic mapping will include the structures and open ditch conveyances adjacent to the eastern side of the railroad. Runoff calculations for the 10-year design storm event will be performed and used to verify drainage system sizing. A brief, written drainage memorandum will summarize the constraints and recommendations for the drainage improvements necessary for the construction of the trail, including addressing flood zones and the Orrs Creek bridge crossing. The GHD team will use this drainage study to guide the design to address drainage needs.

Deliverables:

- Draft and Final Geotechnical Investigation Report
- Survey Control Base Map and Topographic Map in 2016 AutoCAD Civil 3D file format point files and the surface model (DTM)
- Drainage memorandum report summarizing existing drainage structures and their capacities where currently known, estimated design runoff, and

conveyances, including any identified drainage deficiencies; recommendations for the design of the drainage for the new trail facility will be included

Assumptions:

- No Record of Survey is required.
- All work will be within existing NCRA and City of Ukiah R/W and no additional property boundaries will be mapped except at roadway intersections.
- LID improvements are not required for the project.

Task 4. Geotechnical investigation and report

Limited geotechnical investigation

Based on a review of available geotechnical and geologic information, as well as past project geotechnical studies nearby, GHD understands the bridge site over Orrs Creek is underlain by Quaternary alluvium consisting of soft to stiff clay and silt to 15 to 20 feet. The silt and clay is likely underlain by medium dense sand and gravel. The site is in a region of high seismicity.

The objective of the GHD team's geotechnical investigation is to evaluate and understand the geology and geotechnical engineering properties of the site to provide geotechnical recommendations for foundation design, pavement design, retaining wall design, and earthwork. All work will be under the responsible charge of a Chris Trumbull, our team's licensed Geotechnical Engineer. Exploration will include up to four (4) borings drilled to depths of 10 to 50 feet in the pathway alignment (one at the south end of the trail segment, by Clara Avenue; one on either end of the bridge; one at the north end of the trail segment by Brush Street). Samples will be obtained for lithology development and laboratory testing. The borings will be drilled and backfilled with grout under the guidelines of the Mendocino County Environmental Health Department guidelines. GHD will facilitate laboratory testing for strength, corrosion, index, and pavement, as well as provide engineering analysis for soil compressibility, expansion, liquefaction, earthwork, foundations, retaining walls, and pavements. GHD will then summarize findings and conclusions in a design-level geotechnical investigation report, which will include characteristics of the soil and groundwater conditions, a plan showing boring locations, seismicity and geology, liquefaction potential, expansion potential, corrosivity, and lab test data. The report will also include recommendations for questionable soils (expansive, compressible, liquefiable), earthwork, trenches, foundation bearing and lateral capacities, settlement,

CBC seismic design values, and flexible pavement section thickness alternatives.

Assumptions:

- Access to the project site is provided to GHD for geotechnical exploration; encroachment permits or rights of entry are provided to GHD.
- Rail safety training or coordination is not required.
- Drill sites are accessible by a truck-mounted drill rig.
- Drill spoils may be left on site.

Task 5. Preliminary (30%) design

Our team is very familiar with the rail trail planning documents as well as the Phase 1 and 2 project plans and studies—after all, we helped prepare them. This material will be reviewed, and discussed again at the kick-off meeting to verify if anything has changed or if new information is available. Once the new survey base map has been completed, GHD will review the new mapping to confirm that the preliminary design does not conflict with any existing site features, including railroad infrastructure, environmental constraints, R/W, or mapped utilities.

GHD will collaborate with Alta to review the preliminary plans included with the ATP grant application. GHD and Alta will prepare a preliminary trail design to meet the requirements of the local codes, the NCRA Rail-with-Trail Guidelines, the License Agreement between the City and NCRA, and the intended design and use of the trail and surrounding lands. Once developed, the GHD team will submit the preliminary plans with a cover letter to the following entities for their review:

- City of Ukiah
- NCRA
- Utility companies

We will request that the City, the NCRA, and the utility companies provide summarized, written comments on the preliminary plans. An engineer's opinion of probable construction cost will also be prepared and submitted.

Following completion of the Preliminary Design, GHD will review the CEQA Categorical Exemption (CatEx) for the project in the context of the Preliminary Design. The GHD team will also review the CEQA code sections cited that were used to qualify the project as a CatEx. Based on past experience with similar projects, we have observed that the trail should have minimal environmental impacts. Therefore, it is the GHD team's assumption that the City's CatEx will be sufficient, and therefore we are not aware of any additional CEQA work that would be necessary. If additional CEQA efforts are needed, however, they cannot be quantified at this time.

If determined to be necessary, we proposed to develop a supplemental CEQA scope during Preliminary Design. GHD's recent experience with similar projects involving bridges over creeks indicates that the Orrs Creek pedestrian bridge may require regulatory environmental permits (CDFW Section 1602) depending on the specific improvements needed to construct the bridge and any associated fills required at or near the creek bank, or within the riparian corridor, to elevate the bridge deck above the FEMA flood elevation. This proposed scope includes effort in an optional task to complete and submit the Section 1602 Streambed Alteration Agreement permit and associated documentation.

Evaluate Bio Retention Facilities

The GHD/Alta team will analyze the site conditions to determine the sizing and location for green infrastructure improvements. This will include delineation of the drainage management areas based on the topographic survey, particularly for impervious areas that are supporting vehicle circulation and parking, as well the infiltration potential based on soil testing. Using this information and the required performance targets, the team will identify recommended sizing and locations for bioswales and rain gardens as part of the trail project.

The design of each green infrastructure facility will ensure capture of overland stormwater flows into the system, maintenance considerations for trash and debris through a forebay design, the selection of soils and plants to ensure infiltration and water quality performance, and appropriate sizing of the stormwater ponding area to manage runoff from a 1.0-inch rain event in a 24-hour period.

Hydrologic and Hydraulic Analysis

GHD will perform hydrologic and hydraulic (H&H) calculations on Orrs Creek to determine creek flow and potential for scour related to the new bridge foundation. GHD will use the latest available information from FEMA and will model Orrs Creek using the latest version of HEC-RAS modeling software developed by Army Corps of Engineers. The elevation of the bridge over Orrs Creek will be set such the underside of the bridge structure will be approximately 12-inches above the FEMA 100 Year flood elevation of 618 feet. The model will also account for debris flow, and if required the bridge will be set at an elevation greater than 12-inches above the flood elevation to account for the debris flow. GHD will prepare a memorandum with supporting calculations discussing the H&H model as well as the Bio Retention Design.

Preliminary Plans

The 30% concept level design plans will contain a conceptual level trail alignment, furnishings, and bio retention design.

- Bio retention facility design elements:
 - **Forebay and energy dissipation:** Pre-treatment area/green infrastructure sump that allows sediment and debris to drop before the stormwater enters the performance-based infiltration areas. Consideration for ease of maintenance is key here.
 - **Weir walls:** For linear systems, the team will locate weir walls to enhance areas for ponding.
 - **Low flow channel:** Identify narrow path for low flow channel and consider placement of vegetation and smaller stones for this narrow path through the larger rain garden.
 - **Overflow system:** When stormwater flows exceed the facility's design storm, there may be overflow from the system back onto the site. The design will consider how to minimize the impact of those flows returning to the site by spreading and properly directing any overflow.
 - **Inundation Zones:** The rain gardens will have full inundation and partial inundation zones that will be defined by their depth and the plant selections.
 - **Plant palette:** Drought tolerant and native plant will be identified for the full and partial inundation zones
 - **Bioretention Soils:** The soil mix placed in the rain gardens will meet requirements and ensure that water can infiltrate and plants can access nutrients.
- Trail alignment, furnishings and pocket parks:
 - Intersection designs at the intersections of Clara Avenue and Ford Street
 - Finalizing trail alignment and setbacks
 - Design of trail cross sections throughout project reach for each type of typical cross section
 - Location and typical details for fencing
 - Location and type of proposed bollards and barriers
 - Pocket park layout design, hardscape materials selection, site furnishings (benches, drinking fountains, waste receptacles, etc)
 - Coordination with North Coast Opportunities (NCO) to integrate their planting plan into pocket park layout and overall design
 - Coordination of landscape and site elements

with trail lighting at intersections and along trail corridor

- Wayfinding and interpretive sign locations (content not to be developed in this plan set)

Deliverables:

- Preliminary Plans
- Cover letter and Request for Review of Updated Preliminary Plans
- Preliminary Opinion of Probable Construction Cost

Assumptions:

- There are no meetings associated with this task.

Task 6. Engineering design (60%, 90%, and final)

Once comments have been received by the City, NCRA, and utility companies for the 30% design submittal, the GHD team will proceed with the development of the 60% design.

Depending on the timing of these comments, GHD may request authorization to proceed with the 60% design sooner in order to meet the City's deadline for design completion.

The engineering design will take into account review comments received on the 30% design, which will be incorporated into the plans, technical specifications, and an opinion of probable construction cost. Submittals will be made to the City and NCRA for review at the 60% and 90% stages of completion. The final submittal will be the stamped and signed final bid documents for submission to DSA, NCRA, NWP, CPUC and California Natural Resources Agency for approval..

Engineering design will include:

- Trail alignment and setbacks
- Design of trail cross sections throughout the corridor for each type of typical cross section
- Pavement section design
- Intersection designs at the intersections of Talmage Road and Commerce Drive
- Location of trail amenities and amenity details to be included in the project
- Trail lighting at intersections as needed to comply with required safety lighting standards
- Grading and drainage
- Wayfinding and interpretive sign locations
- Location and typical details for fencing
- Location and type of proposed bollards and barriers
- Signing and striping
- Landscaping design

Construction plans

The project will be designed using English Standard units in AutoCAD Civil 3D at a scale of 1 inch = 20 feet depicting the preferred alignment. Electronic copies of the graphic files will be provided in PDF and/or AutoCAD format using GHD's AutoCAD standards, including project folder structures, layer names, line styles and font resources, color tables, etc.

GHD will develop the Construction Plans 22" x 34" sheets that allow 50% scaled reduction to 11" x 17" sheets. Design plans will include the title sheet, sheet index, notes/symbols and abbreviations, typical cross sections, civil site plan and profiles, demolition, site and grading plans for each intersection design, civil and typical details, lighting, signing and striping, landscaping, erosion control, and other sheets and details as necessary for a constructible project and to convey the design intent. All final plans will be stamped and signed by a California Licensed Professional Civil Engineer. Construction plans will be submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and Final submittals.

Specifications

GHD will prepare technical specifications using the City's standard format for technical specifications (Sections 12 and 13 of the City boilerplate construction contract). The technical specifications will be developed and submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and final 100% submittals.

Engineers Opinion of Probable Construction Cost:
GHD will prepare the Engineer's Opinion of Probable Construction Costs using standard engineering estimate procedures for each design submittal (30%, 60%, 90%, and Final). Actual construction costs may vary due to availability of labor, equipment, materials, or market conditions. Applicable review comments received will be addressed in the 90% and final 100% submittals. An appropriate contingency and qualifications will be included with each estimate.

Permitting and agency coordination

The project is a state funded project through the Urban Greening Grant and will require Division of State Architects' (DSA) approval for accessibility along the trail corridor. GHD will coordinate and submit plans to DSA, as well as address any review comments. In addition to DSA, plan approval will be required by California Public Utilities Commission (CPUC) and the North Coast Railroad Association (NCRA). We will

submit and coordinate plan review and approval with these agencies. If a SWPPP is required, we can develop the SWPPP (optional task) utilizing the California State Water Resources Board SMARTS (Stormwater Multiple Application and Report Tracking System) web based interface. We have completed several recent projects on this web based interface for the City.

Deliverables:

- 60% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 90% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 100% Submittal will include the final plans, specifications, and opinion of probable construction costs ready for bidding purposes, submitted as PDF electronic files, AutoCAD electronic files of the plans, one (1) set of stamped and wet-signed 22" x 34" reproducible mylar plans, one (1) copy-ready set of specifications, 10 copies of 22" x 34" plans on bond, 10 copies of 11" x 17" plans on bond, and 10 copies of bound specifications

Assumptions:

- The City will provide an electronic copy (MS Word format) of their current front end contract requirements, technical specifications, and bid forms.
- The project is anticipated to disturb less than 1 acre, therefore a SWPPP is not needed. An optional task for SWPPP preparation is included should the disturbed area necessitate SWPPP compliance.
- The City will provide content and theme for interpretive signs; Alta will provide artwork.
- Landscaping will be minor and limited to areas near street crossings, based on the available budget. Related irrigation will be limited to drip irrigation, if necessary, at those locations.
- The lighting design assumes that the IPL Series manufactured by Firstlight Technologies will be used. This lighting standard is the same standard installed with the Phase 1 project. They are a solar-powered LED integrated architectural area light. Design will be provided to meet regulatory requirements. This scope of services assumes no electrical service is required.
- The trail design will conform to the following design standards where applicable:
 - FHWA/FRA "Best Practices" for Planning and Designing Rails-with-Trails

- AASHTO Guide for the Development of Bicycle Facilities
- California Manual on Uniform Traffic Control Devices
- Caltrans Chapter 1000: Planning and Designing Bicycle Facilities
- American with Disabilities Act

Task 7. California department of fish and wildlife permit application (optional)

GHD will prepare a CDFW Section 1602 Lake and Streambed Alteration Agreement application for the proposed Doolin Creek bridge crossing. The application package will include a clear project and impact description and appropriate figures indicating the site location and work to be performed. A biological resources evaluation will be a required component of the application. A GHD biologist will visit the site and prepare a basic biological resource study, identifying the habitat at the creek crossing as well as potential species that could occur at both the bridge crossing and within 100 feet of the footprint of the bridge. The work will be focused to the creek crossing, as that will be the subject of the 1602 application.

The study also will provide a recommendation as to replacement plantings for any riparian trees that would be removed. This scope of work accommodates one (1) site visit with CDFW.

However, the level of effort for additional follow-up work after submittal of the application is difficult to predict. This scope of work assumes not more than 20 hours of effort after submittal. In addition, it is not yet clear the extent of mitigation that may be required or if a mitigation monitoring plan would be necessary. Therefore a mitigation plan is not included in this scope of work. If the City requires assistance with follow-up information requests from the resource agencies, after submittal of the applications, or with a mitigation monitoring plan, an amendment to this scope of work can be provided.

Deliverables:

- CDFW permit application

Assumptions:

- The City will pay the permit application fee.
- No more than 20 hours of follow-up inquiries would be required once the application package is submitted to CDFW.
- No Mitigation and Monitoring Plan will be required,

other than replacement of trees that are removed.

- No jurisdictional waters would be impacted and no impacts would occur below the ordinary high water mark of Doolin Creek. Therefore, a permit with the U.S. Army Corps of Engineers would not be required and a Regional Water Quality Control Board Section 401 would not be required.
- The entire length of the trail alignment is not subject to jurisdiction by CDFW and therefore does not need to be included in the biological resource study.
- The City has completed the CEQA process, paid the required filing fees, and has documentation to this effect.

Task 8. Project stormwater pollution prevention plan (SWPPP) (optional)

The GHD team (featuring three State of California Qualified SWPPP Developers) will prepare a site-specific risk assessment to determine risk level for the SWPPP. The risk level is a function of the erosive potential of the soil and receiving water body risk during periods of soil exposure. Risk level 2 will require sampling of stormwater for pH and sediment, and significantly more effort than a Risk level 1 site. Risk level 3 sites may require bioassessment studies of the receiving water

body, and active stormwater treatment systems. It is assumed the project will be a Risk level 2.

GHD will prepare the SWPPP document assuming the project is Risk level 2. The SWPPP will include site maps and water pollution control drawings, a Construction Site Visual Monitoring Program, a Sampling and Analysis Plan for non- visible pollutants, a Sampling and Analysis Plan for pH and sediment, a Construction Site Non Visible Pollutant Sampling Program, selection of appropriate BMPs for Erosion and Sediment Control and for Construction Site Management, and preparation of a partial water pollution control schedule (WPCS).

Other required documentation will be provided partially complete, such as the Rain Event Action Plan (REAP), site inspection forms, and contractor or material suppliers notification forms. This documentation would be finalized following project bid. The project SWPPP will include certifications for GHD's SWPPP Developer.

GHD will provide Notice of Intent (NOI) information suitable to initiate the waste discharge permit process using the State's Stormwater Multiple Application and Report Tracking System (SMARTS). GHD will also provide assistance during the initial use of the SMARTS system via phone or email.

Deliverables:

- SWPPP document in electronic PDF format



Figure 2.4. Rendering of trail segment and new pedestrian bridge crossing Orr Creek looking south from Ford Street toward Clara Avenue

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3. Project team

About GHD

GHD is one of the world's leading engineering and environmental consulting companies. Established in 1928, GHD employs more than 9,000 people across five continents, serving clients in the markets of water, energy and resources, environment, property and buildings, and transportation. Wholly owned by its people, GHD is a global network of engineers, scientists, technicians, landscape architects, and planners collaborating to deliver international expertise and sustainable outcomes for local clients and regional communities. With a staff of over 450 professionals on the West Coast, GHD possesses deep local knowledge and experience but is able to expand on our regional capabilities by leveraging the expertise of our global network.

GHD has a deep history serving clients along the northern California Coastal Zone from our offices in Santa Rosa, Roseville, Eureka, San Francisco, Sacramento, Concord, Emeryville, and Cameron Park. This project will be led by our management staff in Santa Rosa, less than an hour's drive from the project.

GHD will be the lead firm on this project, coordinating a team that welcomes long-term partner Alta Planning + Design. Together, our two firms completed Phase 1 of this Northwestern Pacific Rail Trail project for the City of Ukiah, and have completed design for Phase 2, which is slated for construction at the same time as Phase 3. We are able to begin immediately and without unnecessary delay regarding data collection or getting up to speed with project details.

Why GHD?

- *Our team knows your project better than any other*
- *Extensive, successful RWT experience*
- *Familiarity with City of Ukiah, NCRA, and CPUC*
- *Proven approach to meet your fast-tracked schedule*

Trail and transportation experience

Since 1928, GHD has provided exceptional multi-disciplinary engineering, transportation, and environmental services to the public via projects for municipal, State, and federal clients. Our extensive experience in both Ukiah and throughout California providing holistic services makes us ideally suited to assess needed pedestrian and bicycle pathway improvements for the Ukiah community.

Working closely with our engineering staff are GHD's experienced traffic engineers who assist with all aspects of transportation planning. Our firm has managed numerous transportation studies and design projects, transforming travel corridors to serve more livable conditions, creating traffic calming schemes, and designing traffic control systems which favor local bicyclists and pedestrians. We specialize in designing active transportation improvements to create safer communities for motorists, cyclists, and pedestrians alike, as well as utilizing existing infrastructure to promote safety and non-motorized transportation. We have worked on several such rail-with-trail and Safe Routes for Schools projects for the Mendocino Council of Governments; SMART; the cities of Arcata, Eureka, Rio Dell, Cloverdale, and Fortuna; and for Humboldt County, all within the past five years. Many of these projects are described, in detail, in Section 6 of this proposal.

We have also developed similar transportation infrastructure projects for the Smith River Rancheria, the Elk Valley Rancheria, and Karuk Tribe. Our work with the Elk Valley Rancheria, developing their non-motorized transportation access plan in Humboldt County, was greatly enhanced by our public outreach approach, which clearly documented the Tribe's goals and desires and allowed us to develop feasible pathways to address them.

Caltrans Local Assistance: For Phase 2, we have also assigned Josh Wolf as our Caltrans Local Assistance Liaison, a senior engineer with over 13 years of experience conducting liaison and coordination services with Caltrans staff regarding transportation infrastructure improvements all over the State. Accordingly, he is a graduate of the Caltrans Local Assistance Resident Engineers Academy (March 2009 and January 2016) and the Caltrans Local Assistance Federal Aid Series (February 2015). Mr. Wolf served as a key advisor for Phase 1 of the Northwestern Pacific Rail Trail, assisting with the Caltrans PA&ED phase, and has guided numerous trail projects (Humboldt Bay Trail) through Caltrans right-of-way, in addition to working

with Caltrans oversight staff and funding entities on transportation projects for the City of Fort Bragg, the Smith River Rancheria, the City of Trinidad, and the Elk Valley Rancheria. Mr. Wolf will be assisted by David Caisse, who shares similar experience and training.

Environmental Permitting: Though we anticipate the environmental compliance process to be minimal in Phase 3, we know it is important to have expertise on our team should specific challenges arise. GHD clearly understands the environmental planning, compliance, and permitting process; our engineers work in tandem with our diverse staff of biologists, ecologists, and geologists, who are experts in all phases of environmental analysis pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Our environmental staff are adept at performing field studies, preparing initial study (IS)/environmental checklists, environmental impact reports (EIRs) and statements, and the development and implementation of mitigation and environmental monitoring programs. GHD maintains well-established relationships with regulatory agencies, including the U.S. Army Corps of Engineers (USACE), U.S. Fish & Wildlife Service, NOAA Fisheries, California Department of Fish & Wildlife (CDFW), State Historic Preservation Office, and Regional Water Quality Control Boards. Our efforts will be tailored to the needs of this project and we'll use our familiarity with regulatory agencies to streamline the permitting process.

Working with the City of Ukiah

GHD has been working with the City of Ukiah for over a decade, primarily in the context of transportation improvements, though our staff has also completed sanitary sewer master plans and Letter of Map Revisions (LOMR) on, notably, Doolin Creek (which has a bridge that is an important part of this Phase 2), amongst a wide variety of other multidisciplinary work. This includes Phase 1 of the Northwestern Pacific Rail Trail project, but also covers such experience as:

- Redwood Business Park Transportation Improvements
- Talmage Interchange Roundabout Conceptual Designs
- Perkins Street and Orchard Avenue Intersection Improvements
- Replacement Well #4 and New Well #9 Project

Additionally, GHD has completed County work located in Ukiah, furthering our understanding of both the region and the relationships therein between municipal and regional agencies and entities:

- Rail-with-Trail Corridor Plan | Mendocino Council of Governments (MCOG)
- Single Route | Mendocino County DOT

- Hill Road Bridge | Mendocino County DOT
- Comptche Road Slide | Mendocino County DOT
- Mendocino County Courthouse Infrastructure Project Phases 1, 2, and 3 | Mendocino County
- Transit Operations and Maintenance Facility | Mendocino Transit Authority (MTA)

This experience with and within the City, combined with our experience in trails-related projects, transportation infrastructure, and environmental permitting, as well as with our first-hand, extensive knowledge of the project from inception through Phase 1, enables GHD to provide the City of Ukiah with unparalleled service—balancing budget, schedule, and the City’s goals—regarding Phase 2 of the Northwestern Pacific Rail Trail project.

Alta Planning + Design

Alta Planning + Design is North America’s leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has more than 200 staff in 30 offices across North America and an international workload. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

Trail planning and design

Alta provides complete trail master planning and design services, including alternatives analysis, environmental remediation, property acquisition strategies, construction engineering and administration, permitting, accurate cost estimation, maintenance and management plans, and funding strategies. Alta works to enrich the trail user experience through a design identity that responds to the particular needs and opportunities of the project environment.

We understand the specific needs of trail users including pedestrians, bicyclists, equestrians, mountain cyclists, and those with mobility impairments for both on-street facilities and trails and the transitions between them. We also have experience with trails in a wide range of environments and at different project scales. We have developed regional trails and networks as well as neighborhood links. We have designed trails in rail corridors, street corridors, environmentally sensitive areas, urban cores, parks, and rural and industrial areas.

Our multi-disciplinary staff have specialized expertise in land use laws, permitting, site analysis, usage projection, trail-roadway intersection design, public involvement and a host of other skills critical to trail design. We also provide

mapping, signing, and construction management services.

In 2002, Alta led a major three-year study for the US Department of Transportation called, Federal Highway Administration Rails with Trails: Lessons Learned on the best practices of rails-with-trails, which are trails and bike paths located on or near active railroad corridors.

Applicable experience with GHD

- City of Ukiah Safe Routes to School
- Ukiah Northwestern Pacific Railroad Rail-Trail Feasibility Study
- Ukiah Rail with Trail Phase I
- Ukiah Rail with Trail Phase II
- Mendocino County Rail-with-Trail Corridor Plan
- Mendocino County Pacific Coast Bike Route
- Mendocino COG SR 128 Corridor Valley Trail Feasibility Study
- John Campbell Memorial Greenway, Fortuna
- Humboldt Bay Trail South, Humboldt County CA
- Covelo SR 162 Corridor Multipurpose Trail Preliminary Engineering and Right-of-Way Services, Mendocino County, CA
- Arcata Rail with Trail Connectivity Project and L Street Shared Street Design, CA

Experience with City of Ukiah

- Ukiah Bicycle and Pedestrian Master Plan
- Ukiah Northwestern Pacific Railroad Rail-Trail Feasibility Study
- Ukiah Rail with Trail Phase I
- Ukiah Rail with Trail Phase II
- Ukiah Safe Routes to School Project

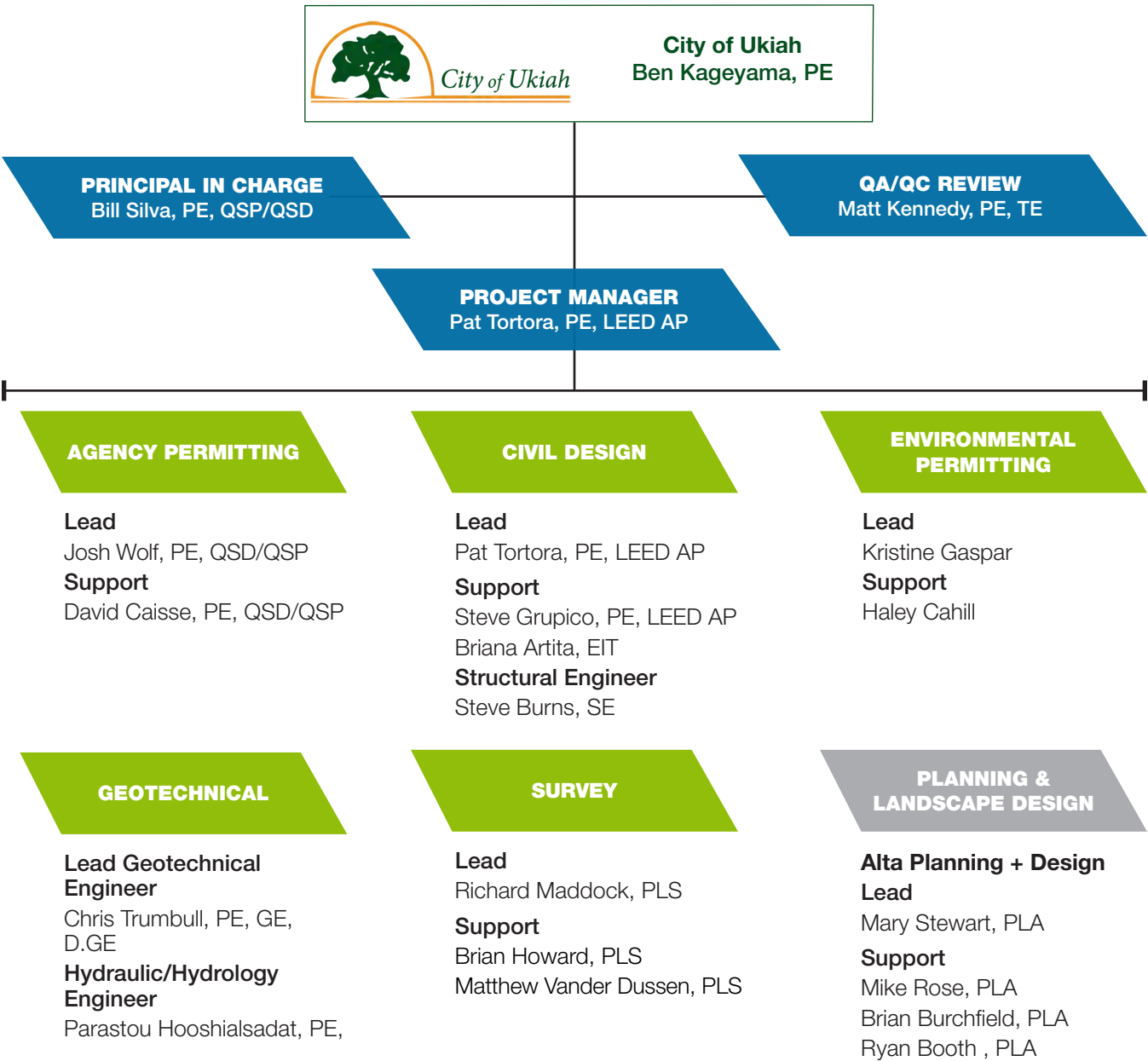
Current assignments

- Ukiah Rail with Trail Phase II
- Humboldt Bay Trail South, Humboldt County CA
- Coachella Valley CV Link Engineering

No other team knows your project as well as we do.

Alta Planning + Design first identified and prioritized the Northwestern Pacific Rail Trail project in their Bicycle and Pedestrian Master Plan, and then proceeded to complete a Feasibility Study for the project. Together, GHD and Alta led Phase 1 of the Rail Trail project through construction and completed design of Phase 2.

Organization chart



Key

- GHD Team Leadership
- GHD Team Members
- Subconsultant

230+

Combined years' experience
of our key personnel

Team organization

The organizational chart on the opposite page shows the personnel we have assembled for the City of Ukiah's Northwestern Pacific Rail Trail Phase 3 project. Our team members have been selected based on their familiarity with this project, specialized expertise, as well as availability to commit an appropriate amount of time to the project. As we already mentioned, we once again welcome Alta Planning + Design to our team for the expertise it's staff bring in multi-modal trail planning, design and implementation.

Following are brief biographical descriptions of each team member's experience, as well as the work each team member will accomplish. Full resumes with licenses and certification, education and detailed project experience for all key team members can be found in Appendix A.

Availability

According to the City of Ukiah's RFP No. 18-04, the GHD and Alta team must provide current and previous work assignments. GHD is at any given time undergoing dozens of work assignments and managing a pipeline that extends years into the future. For the purposes of efficiency and brevity, we've elected to not provide such a comprehensive list. Instead, please find the Phase 3 budgeted man-hours for each assigned staff member below as evidence of GHD's commitment to the availability of all staff over the course of the project's life. We take these commitments seriously, and ensure that both GHD and Alta staff will be fully available to serve the City for all project needs.

Key Team Members

Bill Silva, PE, QSP/QSD

Principal-in-Charge



Qualifications: Bill Silva has over 23 years of experience in in public sector civil engineering, transportation, and pipeline design, which involves extensive Capital Improvement Program (CIP) project design experience: redevelopment; roadway design; railroad design; various water, sewer, and storm drain projects; and a broad background in all phases of project planning and design through construction. Bill has served as engineer for a County Public Works' lead development review services, as well as an Assistant City Engineer. Additionally, he has performed Senior Project Management services on multi-million dollar infrastructure improvement projects throughout Northern California. For the City of Ukiah's Northwestern Pacific Rail Trail Phases 1 and 2, Bill served as Principal-in-Charge, and so thoroughly knows this project and understands Ukiah's expectations and goals. Bill has also served as Principal-in-Charge on or managed transportation infrastructure projects throughout Ukiah, and has held leadership roles on such trail projects as the Waterfront Drive Trail for the City of Eureka, the Berryessa Creek Pedestrian Bridge and Bicycle Trail in Milpitas, and the Sonoma-Marin Area Rail Transit (SMART) Payran Trail project, among many other projects requiring coordination with Caltrans Local Assistance, regional environmental agencies and jurisdictions, and rail districts, like SMART.

Role and responsibilities on this project: As Principal-in-Charge, Bill Silva will be responsible for providing senior oversight, and serve as a key resource to the design team and City in delivering this project. He is also authorized to contractually bind GHD.

GHD Key Team Members' Man Hours

(Detailed man hours are included in the sealed fee proposal.)

Bill Silva	26	Steve Burns	66
Pat Tortora	208	Kristine Gaspar	42
Matt Kennedy	43	Chris Trumbull	42
Josh Wolf	32	Richard Maddock	14
Steve Grupico	240	Mary Stewart	54

Pat Tortora, PE, LEED AP

Project Manager/Civil Design Lead



Qualifications: Pat Tortora has over 24 years of experience in providing planning, design, and construction engineering solutions to public and private clients, with an emphasis on civil design in collaboration with multi-disciplinary teams for

comprehensive civil and transportation infrastructure projects. For municipal entities and governmental organizations throughout northern California, Pat's infrastructure improvements address water quality concerns, utility infrastructure, pedestrian and vehicular safety measures, and sustainably-minded, comprehensive sewer, water, and civil site work. For Phase 1 of the City of Ukiah's Northwestern Pacific Rail Trail Project, Mr. Tortora served as Lead Civil Engineer and for Phase 2, he has served as Project Manager. So he is deeply familiar with this project, and will lead our team in providing continuity to the City, managing many of the same staff who completed the previous phase. Additionally, Pat has performed key oversight and civil engineering design on trail, pathway, and/or Safe Routes to School projects for SMART, the City of Fort Bragg, the City of Rohnert Park, and the City of San Jose. This experience, combined with his decade of experience in civil site design for major school renovations in both California and Oregon, will prove invaluable to guiding our team through the many multi-disciplinary tasks we anticipate in Phase 3.

Role and responsibilities on this project: As Project Manager, Pat will serve as our team's main point of contact with the City of Ukiah. He will be responsible for managing GHD's internal staff, as well as our subconsultant, Alta. As Lead Civil Engineer, Pat will provide technical design support in preparing the plan and profile, specifications, and cost estimate.

Matt Kennedy, PE, TE

QA/QC



Qualifications: Matt Kennedy is a licensed Civil and Traffic Engineer with over 14 years of experience in the design and management of a broad range of civil and transportation infrastructure projects, including many he's overseen for the City of Ukiah (or in Ukiah), such as the Redwood Business Park, the Perkins

Street and Orchard Avenue Intersection Improvements, the Talmage Interchange Improvements, the replacement of Well #4 and installation of Well #9, and the Transit Operations and Maintenance Facility for the Mendocino Transit Authority. Notably, Matt was involved during construction, assisting with construction management and engineering, of Phase 1 of the Northwestern Pacific Rail Trail project, which also included extensive interaction with the City. This experience encompasses a broad range of planning, modeling, and analysis, which includes master planning, hydrologic and hydraulic modeling, grading and drainage design, process design, ADA compliance, traffic and parking studies, land surveying, and traffic signals.

Role and responsibilities on this project: As QA/QC Manager, Matt Kennedy will work with the design team to provide overall quality assurance, and provide quality control reviews of all deliverables.

Josh Wolf, PE, QSP/QSD

Agency Permitting Lead



Qualifications: Josh Wolf is a senior engineer with over 15 years of experience designing and managing a wide range of projects involving site design, land development, utility conveyance, water resources, transportation infrastructure, and

construction management, especially in coordinating with Caltrans regarding funding, right-of-way work, staff engineers, and applicable forms/reporting (i.e., Project Reports [PR] and Design Exception Fact Sheet [Advisory and Mandatory]). Josh has managed and/or served as project director for trail projects throughout the northern California Coastal Zone (Eureka Waterfront Trail, Humboldt bay Trail North, Foster Avenue Extension and Trail) and for an associated Safe Routes to School program in Fortuna. For the majority of his career, Josh has conducted liaison and coordination services with Caltrans staff regarding transportation infrastructure improvements all over the State. Accordingly, he is a graduate of the Caltrans Local Assistance Resident Engineers Academy (March 2009 and January 2016) and the Caltrans Local Assistance Federal Aid Series (February 2015).

Role and responsibilities on this project: Josh Wolf will provide Caltrans Local Assistance support to the City for the ATP program and requisite construction allocation documentation.

David Caisse, PE, QSP/QSD

Agency Permitting Support



Qualifications: David Caisse has over 12 years of experience specializing in the planning, design, and construction of site civil, stormwater, and transportation infrastructure projects throughout northern California. This experience has involved a broad range

of services—pedestrian and bike path design, roadway planning and design, roadway rehabilitation design, ADA compliance, earthwork and grading, construction management, cost estimating, project specification development, and contract administration—though David has notably served as both project manager and engineer on numerous trail and trail-related projects in the northern California Coastal Zone, including for the City of Rio Dell (2019 Safe Routes to Schools), the City of Fortuna (2015 Safe Routes to Schools), the Eureka Waterfront Trail, and both North and South segments of the Humboldt Bay Trail as part of the California Coastal Trail. David is also a graduate of the Caltrans Local Assistance Resident Engineers Academy (August 2012) and the Caltrans Local Assistance Federal Aid Series (February 2015).

Role and responsibilities on this project: David Caisse will assist Matt Kennedy in assuring project quality and will assist Josh Wolf in providing Caltrans Local Assistance support to the City.

Steve Grupico, PE, QSD/QSP, LEED AP

Civil Design Support



Qualifications: Mr. Grupico has nearly 13 years of experience in capital improvement programs and public works project design for transportation, redevelopment, underground utilities, and general civil engineering encompassing a broad range of civil

infrastructure such as roadways, pedestrian and bicycle facilities, striping and signing plans, grading, civil site design, storm drainage design, stormwater management plans, and stormwater pollution prevention plans. In addition to serving as Project Engineer, alongside much of our proposed team, on Phase 1 of the Northwestern Rail Trail Project, Mr. Grupico has contributed substantially to the Thompson Creek Trail project in San Jose, as well as to the City's Guadalupe River Trail and Coleman Road Undercrossing project.

Notably, Mr. Grupico has served the City of Ukiah in the past regarding the U.S. 101 Talmage Road South Bound Interchange project. His experience throughout northern California on civil site and transportation infrastructure improvement project will ensure the City of Ukiah that the bulk of the design work will be accomplished by a design engineer deeply familiar with all of the challenging aspects and standards in the area.

Role and responsibilities on this project: As Project Engineer, Steve Grupico will assist Pat Tortora in designing the trail, including the layout, profile, cross sections, drainage, road crossings, and safety features.

Steve Burns, PE, SE, LEED AP

Structural Engineering



Qualifications: Mr. Burns is a professional engineer with over 30 years of experience in the design and analysis of bridge, civil, and building structures. He has performed new and seismic retrofit design for concrete, steel, masonry, and wood structures.

He provided structural engineering to support completion of the construction documents and specifications for the City's Northwestern Pacific Rail Trail Phase 2 pedestrian bridge over Doolin Creek. He has also provided bridge design for the City of Santa Rosa's Jennings Avenue Pedestrian Crossing, the County of Mendocino's Hill Road Bridge, and for two roadway bridge replacement and rehabilitation projects over Middle and Clover Creeks for Lake County.

Role and responsibilities on this project: As Project Structural Engineer, Steve Burns will provide structural engineering support for the design of the pedestrian bridge over Orr Creek.

Kristine Gaspar

Environmental/Permitting Lead



Qualifications: Kristine Gaspar has over 20 years of experience in environmental planning, CEQA compliance, resource agency permitting, greenhouse gas analysis, data research and analysis, grant writing, and community surveys for

State and local/regional governmental agencies throughout California, especially within the northern California Coastal Zone, serving such clients as the Border Coast Regional Airport Authority, Sonoma-Marín Area Transit (SMART), and the City of Ukiah, for whom

she acted as Permitting Lead for Phase 1 of the Pacific Northwestern Rail Trail project, as well as assisted with CEQA compliance and permitting for the Redwood Business Park Transportation Improvements and Talmage Road Interchange projects. Ms. Gaspar has been involved in environmental analysis on a wide variety of endeavors, from infrastructure, including recycled water and parks, to private development projects. Currently, Ms. Gaspar is serving as the Permitting Task Lead for obtaining resource agency permits for construction of a segment of the Bay Trail that is being implemented by East Bay Regional Parks, and is coordinating permitting for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, for SMART.

Role and responsibilities on this project: As Environmental/Permitting lead, Kristine Gaspar will prepare any necessary additional CEQA documentation and permit applications required for the project, such as a California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602).

Haley Cahill

Environmental/Permitting Support



Qualifications: Haley has 2 years of environmental planning experience, focusing on preparing documents in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), as well as preparing permits

for various regulatory agencies including: the Bay Conservation and Development Commission (BCDC), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the Army Corps of Engineers (Corps). Ms. Cahill has prepared environmental documentation and technical analysis on various project types including infrastructure, parks and trails, and residential developments.

Role and responsibilities on this project: In support of Kristine Gaspar for Environmental/Permitting, Haley will support the preparation of any necessary additional CEQA documentation and permit applications required for the project, such as a California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602).

Chris Trumbull, PE, GE, D.GE

Geotechnical Engineer



Qualifications: Mr. Trumbull has almost three decades of experience in civil and geotechnical engineering for municipal and regional clients throughout northern California, relying on his technical expertise in field exploration and testing in soil and rock environments

(borings, test pits, CPTs, geophysical), laboratory testing, seepage and slope stability analyses, seismic analysis, shallow and deep foundations, mass grading earthwork and testing, underground structures and utilities, tie backs, rock anchors, shoring, mitigation of expansive soils, rigid and flexible pavement design, slope evaluation and stabilization, and implementation of geosynthetics, among many. Mr. Trumbull has worked with all of our managing and lead team members on numerous trail-related or transportation infrastructure improvements projects, providing geotechnical investigation and correlating services for SMART (Payran Trail; pedestrian pathway in Rohnert Park), the East Bay Regional Parks District (San Francisco Bay Trail), and the City of Hayward, in addition to bridge and streetscape projects for the Santa Clara Parks and Recreation Department, PG&E, and the City of Roseville. Mr. Trumbull has also previously served the City of Ukiah by performing an investigation of multiple potential municipal water well sites.

Role and responsibilities on this project: Chris Trumbull will lead the project's geotechnical investigation and develop recommendations for the pedestrian bridge and associated foundation design.

Richard Maddock, PLS

Survey Lead



Qualifications: Mr. Maddock is a California-registered professional land surveyor with over 20 years of experience in all aspects of land surveying. He is an experienced party chief, having led surveying services (topographic and boundary mapping,

research, title exceptions, access and utilities, legal descriptions, right-of-way plats, etc.) for clients regarding transportation infrastructure, civil infrastructure, and park designs throughout northern California. This has involved leading survey services for GHD's SMART pathway system segment projects, as well as serving as Land Surveyor for Safe Routes to School projects (Cloverdale,

CA), Complete Streets projects (Petaluma, CA), and large-scale corridor surveys for health care facilities and campus structures (BHHU in Sonoma County).

Role and responsibilities on this project: Richard Maddock will lead the land surveying effort, responsible for overall topographic and feature mapping, developing the basemap for design, and verifying NCRA and City right-of-way boundaries.

Brian Howard, PLS

Survey Support



Throughout his 30 year career, Mr. Howard has performed surveying and right of way engineering on a full range of surveying work, including Chainman, Instrumentman, and Party Chief. He has extensive experience with topographic, boundary, and

construction surveying, as well as experience with geodetic and photogrammetric control, hydrographic surveying and aids to navigation, optical tooling, machine alignment, movement, and settlement surveys.

Role and responsibilities on this project: Mr. Howard will support Richard Maddock in the land surveying effort, overall topographic and feature mapping, developing the basemap for design, and verifying NCRA and City right-of-way boundaries.

Alta staff

Mary Stewart, PLA

Planning and Landscape Design Lead



Qualifications: Ms. Stewart is an urban designer who focuses her placemaking and landscape architecture skills within the right-of-way. Her expertise lies in creating convenient, gracious and egalitarian connections for pedestrians and

bicyclists of all ages and abilities. Mary designs active transportation projects that combine design creativity and deep knowledge of sustainable practices to achieve holistic solutions. She leads a design team to create compelling visual graphics that clearly communicate design to a wide audience. Mary contributes over fifteen years of design and project management experience with strong skills in everything from planning and tactical urbanism projects to construction documents and implementation. She is committed to thoughtful public

engagement and has been trained in the NCI system of Charrette Management and Facilitation. Ms. Stewart has a deep knowledge of this Northwestern Pacific Rail Trail project, as she served as Senior Design Associate for the feasibility study, experience that will translate seamlessly to public outreach situations in Phase 2.

Role and responsibilities on this project: Mary Stewart developed construction documents for Phase 1 and 2. She will continue to lead Alta in the planning design of Phase 3, reviewing plans specifications and estimates at each submittal level to ensure consistency with the prior phases, leading day-to-day coordination of the internal design and planning teams, and coordinating workload to meet deliverable deadlines. She will also serve as Alta's primary contact with both GHD and the City, as needed.

Mike Rose, PLA

Planning and Landscape Design Support



Qualifications: Mr. Rose is a landscape architect with over 20 years of experience. He is an expert project manager who leads a broad range of planning, design, and engineering projects including parks, soft surface trails, rails-with-trails, and regional trails.

Mike leads Alta's Trails service area, providing strategic oversight to projects across the country. His work ranges from trail connections in rural environments to regionwide greenway plans, Complete Streets, and urban streetscapes. In addition to strong project management expertise, he is skilled with data analysis, GIS, digital visualization graphics, and construction drawings. Mr. Rose's has experience managing or serving as Planning Lead for such trail projects as the California Coastal Trail and the City of Arcata's Rail-with-Trail. He has been involved in Ukiah's Pacific Northwestern Rail Trail project since its inception, leading Alta's work on developing preliminary engineering and cost estimation, and then continuing with GHD for Phases 1 and 2. This continuity will prove invaluable to Ukiah for the completion of this final phase of the project.

Role and responsibilities on this project: Mike Rose managed Alta during Phase 1 and 2. So he will provide continuity during Phase 3, supporting Mary Stewart in planning design.

Brian Burchfield, PLA

Planning and Landscape Design Support



Qualifications: Mr. Burchfield has almost a decade of experience managing and producing work on both large and small design projects. His goal with each project is to work closely with the client and deliver a product that the entire project team is

happy with. He has contributed expert graphics and design production services to everything from trail improvement projects to complete streets concepts. His recent projects have included managing of complex construction documents, permit agency coordination, irrigation plans, planting and landscape plans, on-street bicycle and pedestrian facilities, and separated multi-use pathways. On Phases 1 and 2 for this Northwestern Pacific Rail Trail project, Mr. Burchfield served as CAD Designer, and will be continuing that role in Phase 3.

Role and responsibilities on this project: Brian Burchfield will provide support, alongside Mike Rose, to Mary Stewart in planning design.

Ryan Booth, PLA

Designer



Mr. Booth is a designer in Alta's Oakland office. Prior to joining Alta, his work in Landscape Architecture, affordable housing, and civic engagement allowed him to develop a diverse background. Ryan holds a Bachelor's Degree in Landscape

Architecture from The Ohio State University's Knowlton School of Architecture. Since graduating he has worked on an array of Landscape Architecture projects, widely ranging in scale and scope. Additionally, he has served multiple terms as an AmeriCorps service member, serving with Habitat for Humanity in California. Ryan has also spent time serving with Bike & Build, planning and leading service-oriented cycling trips to benefit affordable housing and empowering young adults for a lifetime of service and civic engagement.

Role and responsibilities on this project: Ryan Booth will provide design support to the Alta team.

4. Example work product

Examples of our work

As requested in the City of Ukiah's Request for Proposal No. 18-04, we are providing example work products that include evaluations with illustrations of a rail-with-trail project or similar improvement project. We are providing these work samples on a flash drive, which is included in our proposal submittal. The flash drive contains the following:

1. **Arcata Rail-with-Trail Feasibility Study:** This is the feasibility study that GHD and Alta prepared for the City of Arcata. This document contains all mandatory documents required by the NCRA's Rail-with-Trail Guidelines, including a feasibility analysis of the project alignment, a management plan, a safety and operations plan, a phasing plan, and design guidelines. This document was submitted to the NCRA by the City of Arcata.
2. **Arcata Rail-with-Trail 100% Selected Alignment Submittal Plans:** These are the final design engineering construction plans for the selected alignment submitted to the City of Arcata.
3. **Pacific Rail Trail - Phase 1 Perkins Street Crossing:** This is a final plan and profile of the trail alignment as it crosses Perkins Street, that was constructed for the Phase 1 Trail.
4. **SMART Alternative Alignment Graphic:** SMART hired GHD's team to prepare PS&E for a 1-mile long, design-bid-build pathway project from central Petaluma to northern Petaluma, in Sonoma County, CA, along the active SMART rail corridor. The project included the design of a 10' AC pathway, fencing, gates, plantings, undercrossing of Highway 101, and a pedestrian bridge crossing over the Petaluma River.

During the preliminary design phase, the GHD team developed an alternative alignment and bridge location within the SMART right-of-way. This alternative alignment shifted the alignment west, away from the active rail, allowing more space for construction clearance and most importantly, allowing for a potential second rail track in the future for the newly formed rail road district. This innovative alignment alternative proved to allow for a more constructible pathway and minimized impacts to the existing adjacent drainage ways.

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5. Fee proposal

Fees

As required in the City of Ukiah's Request for Proposal No. 18-04, the requested Fee Proposal has been provided in a separate sealed envelope. Staff-specific hourly billing rates are provided in the fee proposal.

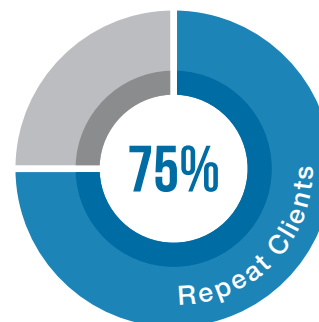
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6. References

GHD's references

We encourage you to speak to our clients. As a firm, we are proud of our long tradition of repeat government clients. A full 90 percent of our clients are municipal agencies or government entities, and approximately 75 percent of our work comes from repeat clients. This track record illustrates our in-depth knowledge of municipal engineering, as well as our willingness to listen and respond to individual client's needs. It also speaks to our clients' confidence in our ability to deliver a project from planning and implementation, through to completion.

The following project references provide descriptions of work GHD and Alta Planning + Design have completed similar to the City of Ukiah's Northwestern Pacific Rail Trail Phase 3. We are also including contacts to whom Ukiah can direct questions regarding GHD's and Alta's past performance. We have made it clear where, in many cases, GHD and Alta have worked together, and therefore where certain reference contacts can be considered for both firms' performance.



Northwestern Pacific Rail Trail Phases 1 & 2

Ukiah, California

GHD served as Prime Engineer (with **Alta Planning + Design**), providing a full suite of environmental, engineering, and permitting services (as well as stormwater pollution prevention plan [SWPPP] preparation), for a Class 1, ADA-accessible, non-motorized trail along one (1) mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in the City of Ukiah. This is the first Rail-with-Trail (RWT) project to be designed and constructed in NCRA right-of-way in Mendocino County.

GHD's scope broadly involved:

- Trail management and safety plan
- Public outreach
- Complete plans, specifications, and construction cost estimates

While most the right-of-way is owned by the NCRA, the Northwestern Pacific Railroad Company (NWPCO) serves as the contract operator. Together, the two entities share responsibility for the safety, operation, and maintenance of the railroad segment. Since the NCRA, NWPCO, and the City of Ukiah have a vested interest in this project, it became critical for GHD and Alta to understand the needs of each stakeholder.

Regarding the SWPPP, GHD prepared a site-specific assessment to determine risk level, which is a function of the erosive potential of the soil and receiving water body risk during periods of soil exposure. Risk Level 2 will require sampling of stormwater for pH and sediment, and significantly more effort than a Risk Level 1 site. Risk level 3 sites may require bioassessment studies of the receiving water body, and active stormwater treatment systems. GHD determined Phase 1 to be Risk Level 2.

GHD prepared the SWPPP document as required for the calculated risk level, which featured site maps and water pollution control drawings, a construction site visual monitoring program, a sampling and analysis plan for non-visible pollutants, a sampling and analysis plan for pH and sediment, a construction site non-visible pollutant sampling program, selection of appropriate best management practices (BMPs) for erosion and sediment control and for construction site management,

and a partial water pollution control schedule. GHD provided Notice of Intent (NOI) information suitable to initiate the waste discharge permit process using the State's Stormwater Multiple Application and Report Tracking System (SMARTS). GHD also provided assistance during the initial use of the SMARTS system.

Construction began in 2013 with about 4,300 feet of new paved trail along the west side of the railroad tracks, encompassing three street crossings and several connections to other adjacent streets along the alignment. Because of GHD's familiarity with the design and challenges during construction, the City felt that GHD was best suited to perform construction management services, which included:

- Pre-construction meeting
- Reviewing progress pay requests and certified payroll reviews
- Regular construction meetings to review progress
- Tracking and reviewing submittals and show drawings
- Managing RFIs and CCOs
- On-site daily observations/inspections and documentation
- SWPPP Monitoring and reporting
- Record drawings
- Project closeout

This non-motorized trail project garnered overwhelming community support; in addition to its inherent recreational value, it provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital.

Contact:

Ben Kageyama

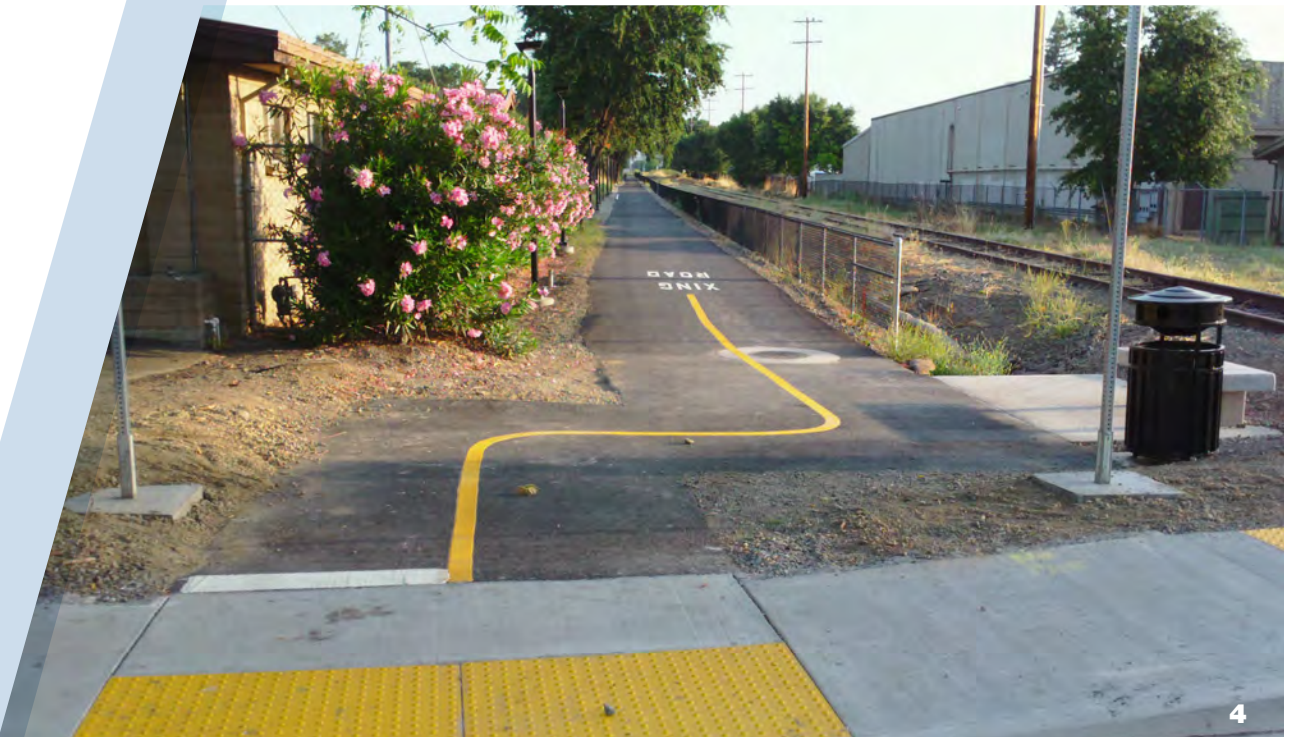
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482
+1 707 463 6284

Northwestern Pacific
Rail Trail Phases 1 and
2, Ukiah, California

1 NWP Rail Trail Phase
1 - Before

2 NWP Rail Trail Phase
2 - Proposed Bridge

3 & 4 NWP Rail Trail
Phase 1 - Completed



Rail-with-Trail Corridor Plan

*Mendocino Council of Governments,
Mendocino County, California*

GHD and **Alta Planning + Design** were selected to complete a feasibility study, preliminary designs, and preliminary environmental analyses for a trail network throughout the entire County of Mendocino along more than 100 miles of an existing railroad corridor. The GHD team's scope involved forming and then coordinating with a multi-agency Technical Advisory Group, extensive data collection, GIS mapping, railroad data analysis, environmental scoping, public outreach workshops in three communities, a comprehensive study report for the total alignment, on-site field investigations, and 35% design plans/estimates for priority segments.

Although our team studied the entire corridor from the Sonoma County line to the Humboldt County line, the team's main focus encompassed the urban areas, from Willits to Hopland, where significant population pockets live and where use of the railroad corridor as an informal non-motorized transportation path is already underway. A high-quality rail-with-trail (RWT) system from Willits to Hopland could be support as many as 1,000,000 trips per year (projections based on Alta's Trail Demand Model, which was calibrated with actual user counts from trails around the country). Alta's model considered trail length, adjacent and regional population, the scenic quality of the trail, and other factors. While 1,000,000 trips may seem high, this number translates to only about 200 trips per average daylight hour along the entire length of the completed corridor between Willits and Hopland.

The RWT Corridor Plan identifies priority projects (Phase I Candidate Projects) and provides jurisdictions along the rail corridor (City of Ukiah, City of Willits, County of Mendocino, and Caltrans) with information to assist with implementation of the RWT. The Phase I Candidate Projects have been developed to a conceptual level so that each jurisdictional entity is able to further these projects to the environmental, design, right-of-way, and construction phases. The Plan may be also used by jurisdictions to position projects to take advantage of various federal, State, regional, or local funding opportunities as they become available, or applied as a tool that local agencies for guidance in shepherding candidate RWT projects through the approval process of the NCRA, pursuant to the NCRA's adopted "Rails with Trails Guidelines."

Contact:

Phil Dow, Exec. Dir., Mendocino Council of Governments
367 North State Street, Suite 206, Ukiah, CA 95482
+1 707 463 1806

Payran Street to Southpoint Boulevard Multi-Use Pathway

*Sonoma-Marin Area Rail Transit (SMART),
Petaluma, California*

GHD is providing civil engineering design and construction support services for this 1.2-mile multi-use pathway segment within SMART's right-of-way, from Payran Street to Southpoint Boulevard in Petaluma. This segment will provide an important pedestrian connection between East and West Petaluma, part of SMART's larger pathway system connecting its stations to the surrounding communities. Funded with a Caltrans Active Transportation Program (ATP) grant and administered through Caltrans District 4 Local Assistance, this project requires a topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Local Agency Funding coordination. This project is currently in design, on schedule and within budget.

Contact:

Bill Gamlen, Chief Engineer, SMART
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
+1 707 794 3330

-
- A photograph of a man in a blue shirt and white shorts walking away on a dirt path. To his right are railroad tracks. In the background is a large, rocky hill covered in green trees under a clear blue sky. The image is tilted and has a white and grey geometric overlay on the left side.



Eureka Waterfront Rail-with-Trail

*Redwood Community Action Agency,
Eureka, California*

GHD and Alta Planning + Design together completed environmental compliance documents and engineering design for a Class 1, ADA-accessible, non-motorized one-mile bicycle trail along Waterfront Drive in Eureka. The purpose of the project was to enhance non-motorized/pedestrian connectivity and to increase public access to and along Eureka's Waterfront adjacent to scenic Humboldt Bay. In addition to helping the community of Eureka realize the urban, commercial, and natural potential of this historic area, this trail ultimately serves as a vital link in the greater California Coastal Trail network. The project area was primarily in the right-of-way of a City Street and in the right-of-way of NCRA rail lines while being entirely within the California Coastal Zone. GHD and Alta led the design and environmental teams and completed the following tasks: topographic survey; intersection and trail design; engineering construction documents; cost estimates; natural features inventory; analysis of environmental impacts; re-alignment analyses; corridor Phase I environmental site assessment; CEQA Initial Study; NEPA EA; California Coastal Development Permit; agency coordination; and GIS mapping.

Contact:

Miles Slattery, Parks and Recreation Director
City of Eureka
1011 Waterfront Drive
Eureka CA 95501
+1 707 441 4184

Orick Levee Trail

*Redwood Community Action Agency,
Eureka, California*

GHD and Alta Planning + Design together assisted with engineering design and preparing environmental compliance documents for a non-motorized trail through the small unincorporated town of Orick in Northern California. As part of the larger Humboldt County Coastal Trail concept, the goal of the Orick Levee Trail Project was to create a connected trail through the scenic town to enhance economic and recreational opportunities. The project area was primarily along the south levee of Redwood Creek, but encompasses two trailhead access points and the crossing of US Route 101. The team's scope included: Schematic design of bridges and structural sections; cost estimates; natural features inventory; wetland mapping; analysis of environmental impacts; re-alignment analyses; CEQA Initial Study; and GIS mapping.

Faced with an accelerated timeline to coordinate with the overall County Trail concept, our team was able to successfully complete all phases within roughly three months of project initiation.

Contact:

Emily Sinkhorn
Redwood Community Action Agency
904 G Street
Eureka, CA 95501
+1 707 269 2061

1 Eureka Waterfront Trail
- Completed

2 Eureka Waterfront Trail
- Under Construction

3 Site of Orick Levee
Trail, Eureka, CA



Arcata Rail-with-Trail Connectivity Project

City of Arcata, California

The City of Arcata received grant funding from the California State Coastal Conservancy (CCC) to complete planning, engineering design, and permitting for the Rail-with-Trail project. This was an important project to the City of Arcata and the North Coast as a whole, since it represented the first portion of the Humboldt Bay Trail, a multi-trail plan around Humboldt Bay that links the cities of Arcata and Eureka. GHD and Alta Planning + Design conducted a wide range of activities that included:

- Identifying opportunities and constraints and developing a decision matrix to assist the City with the Selection of a preferred trail route;
- Coordinating the steering team and stakeholder groups to solicit input on trail development;
- Performing a topographic survey, boundary research, and right-of-way mapping;
- Conducting a geotechnical investigation and recommendations for bridge footings, trail sections, and retaining wall foundations;
- Developing a Corridor Management Plan with accessibility, warning, and information signage; education plan; emergency response plan; trespassing and crime prevention, maintenance, and liability protection;
- Civil and structural engineering to design 3.7 miles of multi-use trail consistent with USDOT MUTCD, Caltrans Highway Design Manual, AASHTO Geometric Design Standards and CPUC guidelines (pedestrian bridges with spans ranging from 60 to 180 feet with concrete pier foundations, site work and grading for over 3.7 miles of trail, hydraulic analysis for drainage facilities, intersection design, erosion and sediment control plan, fencing, signage, and striping);
- Preparing specifications and Engineer's estimate of construction costs.

At nearly six miles long, the project passed through many jurisdictions and right-of-ways, making it difficult to resolve the various interests of several stakeholders groups and individuals. Accordingly, GHD's work with the environmental plans and permits were extensive, requiring extensive knowledge of native species and careful coordination with many regulatory agencies. The project has been praised by environmentalists who appreciate utilizing fallow infrastructure to promote non-motorized transportation, thereby reducing the carbon footprint of the community. Finally, rail advocates appreciate the project because it allows the railroad operator to retain the right-of-way, preserving the existing rail line for potential future use while generating public interest in the region's historic railroad industry.

Perhaps the biggest success story for the project is the widespread stakeholder approval the project garnered. The project was been endorsed by several different groups of various backgrounds, many with diverging interests, as it knits together the communities of Arcata and Eureka, further unifying the diverse peoples of this unique region.

Contact:

Karen Diemer, City Manager
City of Arcata
736 F Street, Arcata, CA 95521
+1 707 822 8184

1 Arcata Rail with Trail
Corridor

2 Arcata Rail with Trail -
Public Outreach

3 Arcata Rail with Trail -
Railroad Bridge



2015 Safe Routes to Schools

City of Fortuna, California

The City of Fortuna first identified needed transportation infrastructure improvements through a number of assessments and surveys: the June 2012 Walkability Assessment, Safe Routes to School Parent Surveys, a School Zone Speed Survey, Safe Routes to School Student Hand Tallies, and pedestrian counts. In 2013, as a part of Humboldt County's Safe Routes to School Prioritization Project, the Humboldt County Association of Governments (HCAOG) ranked Toddy Thomas Middle School and Ambrosini Elementary School as high priorities.

So, in September 2014, the City was awarded \$917,000 in Safe Routes to Schools (SRTS) funding. With this financial backing, the City retained GHD to provide environmental documents, plans, specifications, estimates, bidding support, and construction management services for the 2015 Safe Routes to Schools project, which intended to create safer and more pedestrian- and bicycle friendly-routes, as well as to encourage students to bike and walk to school.

Improvements involved new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings, speed hump, paved trails to connect public sidewalks to school, signage and pavement markings, reconfigured signalized intersection and an extension of the left turn pocket, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane. GHD led topographic and boundary surveys, traffic engineering, public outreach, School District coordination and presentations, right-of-way coordination, and Caltrans Local Assistance documentation support. The project was constructed during the summer of 2017 and officially opened to the public on September 5, 2017.

Contact:

Merritt Perry, City Engineer
City of Fortuna
182 Dinsmore Drive, Fortuna, CA 95540
+1 707 725 1471

Safe Routes to Schools

City of Rio Dell, California

GHD assisted the City in applying for a Safe Routes to Schools (SRTS) grant under Caltrans' Active Transportation Program (ATP) – Cycle 2; in turn, the City was awarded \$1.53M. GHD worked with the School Superintendent, police department, City Manager, and public works department to identify the hazards for students walking to school. GHD also developed the concepts to eliminate these hazards and prepared a grant application for this project that resulted in an additional \$528,000 grant awarded to the City.

The project will improve main routes from City residential areas to and from the center of town, with a focus on providing safe pedestrian and bicycle routes between neighborhoods and Eagle Prairie Elementary/Monument Middle School. Proposed infrastructure improvements include the installation of curb ramps, buffered bike lanes, striping, sidewalk/crosswalk improvements, and traffic calming modifications to busy intersections along Wildwood Avenue, Scenic Way, Eeloa Avenue, and Davis Street. The project also involves non-infrastructure components such as educational programs for students, event planning and implementation, and preparation of a Rio Dell Bicycle and Pedestrian Route Map. Construction is tentatively scheduled to be completed in summer of 2020.

Contact:

Kyle C. Knopp, City Manager
City of Rio Dell
182 Dinsmore Drive, Fortuna, CA 95540
+1 707 764 3532

1 Fortuna 2015 Safe Routes to School - Crosswalk

2 Fortuna 2015 Safe Routes to School - Bike Lane

3 Rio Dell Safe Routes to School - Bike Shelter



Humboldt Bay Trail South

Humboldt County Department of Public Works, California

A non-motorized trail between Eureka and Arcata has been a regional priority for the Humboldt Bay area for over 20 years. The Humboldt Bay Trail South Project will provide non-motorized (primarily pedestrian and bike) transportation and recreational access connecting the City of Eureka's Waterfront Trail to the City of Arcata's Humboldt Bay Trail North via a Class I multi-use trail. Linking the two largest cities in Humboldt County, the trail completes a major step toward regional trail connectivity in and around Humboldt Bay, providing a balanced, "complete street" transportation network and enhancing public access to Humboldt Bay. Additionally, the trail is needed because Highway 101 between Eureka and Arcata is an incomplete transportation facility that was designed primarily to support motorized vehicles.

As stated, the project will connect to the existing Eureka Waterfront Trail, starting in that City then moving along the NCRA railroad transportation corridor north towards Brainard Slough. In addition to the proposed trail improvements between Eureka and Brainard Slough, project extents includes cable railing to be installed between the existing Humboldt Bay Trail North Project and U.S. Highway 101. The project will reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the Highway 101 Corridor and increase mobility options in the communities of Arcata and Eureka.

Overall, Humboldt County contracted GHD to provide the following services:

- Initial Engineering Study
- Wetland and ESHA delineations
- NES/PES
- Biological Assessment
- CEQA and NEPA
- Initial Site Assessment
- Environmental permits
- Geotechnical investigations
- Topographic and boundary surveys
- NCRA coordination
- Caltrans coordination
- Coastal Development Permit
- GIS mapping
- Alignment analysis/selection
- Project report
- Drainage study
- SWPPP
- Right-of-way evaluation
- Final Design (PS&E)

Contact:

Hank Seemann, Deputy Director – Environmental Services
County of Humboldt
1106 Second Street
Eureka, CA 95501
+1 707 268 2680

*Humboldt Bay Trail South
Corridor*



Alta's references

Ukiah Bicycle and Pedestrian Master Plan

City of Ukiah, California

Alta Planning + Design developed a Bicycle and Pedestrian Master Plan for the City of Ukiah. The goals of the Plan were to identify the bicycle and pedestrian needs of the community and to develop a three-pronged strategy for implementing policies, programs, and projects that will create a more walkable and bikeable community.

Alta analyzed traffic and collision data, feedback from community outreach efforts, and past programs and plans to develop a list of project recommendations that guided Ukiah's bicycle and pedestrian planning and funding activities. Notably, in this Master Plan, Alta identified the priority of implementing the Northwestern Pacific Rail Trail project.

Contact:

Rick Seanor, Deputy Director
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482
+1 707 463 6282

Ukiah Northwestern Pacific Railroad Rail-Trail Feasibility Study

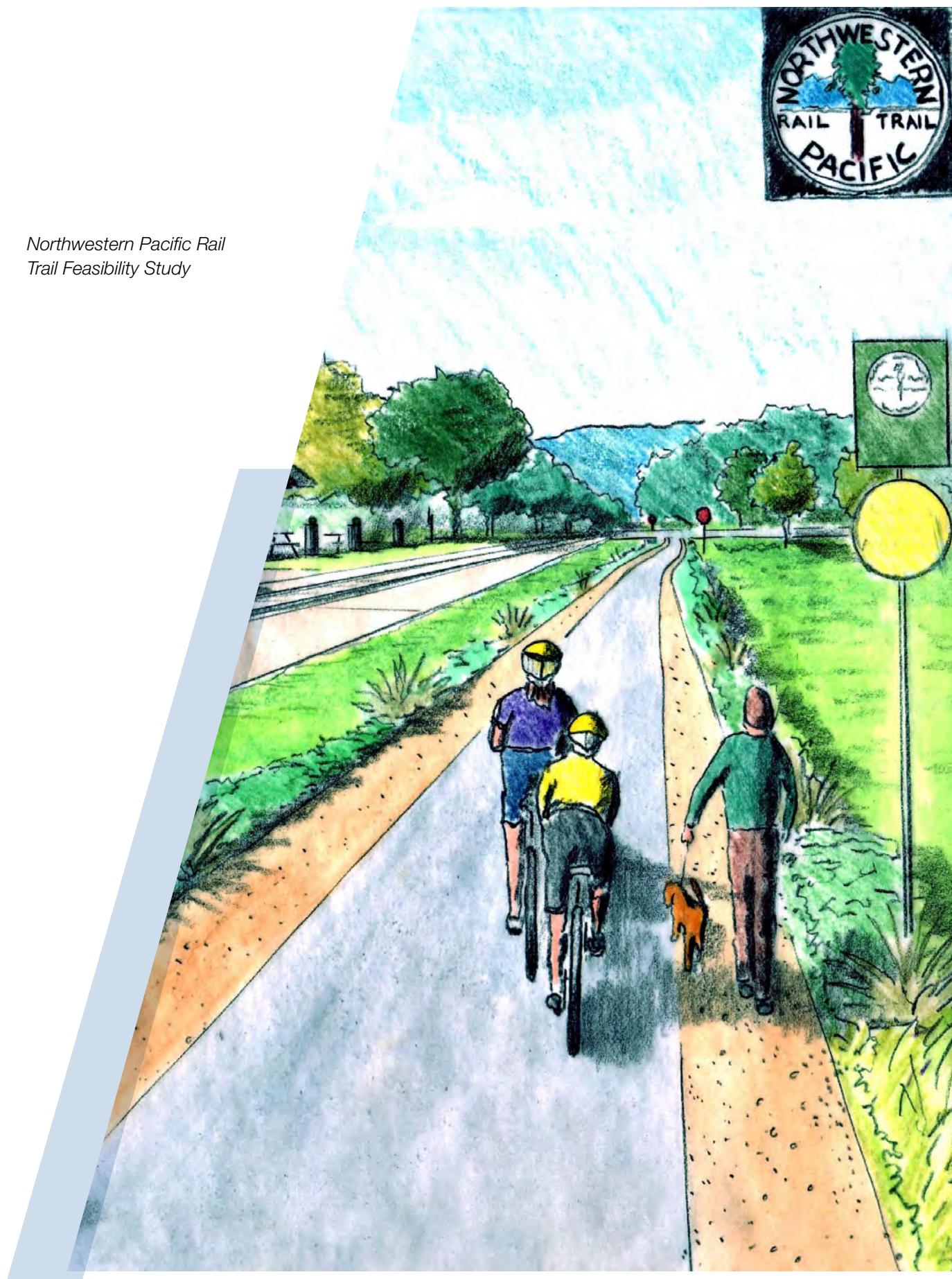
City of Ukiah, California

Alta Planning + Design prepared a conceptual design for the Northwestern Pacific Railroad corridor immediately adjacent to Downtown Ukiah, California. This was an important trail project for the City, identified as a high priority implementation project in the 1999 City of Ukiah Bicycle Master Plan - a document that Alta prepared. The NWP Rail Trail will form the north-south spine of Ukiah's non-motorized transportation system. The railroad right-of-way is controlled by the Northcoast Railroad Authority, an agency of the State of California. Alta supported Ukiah in their effort to work with the State by preparing preliminary design and cost estimates for the approximately 1.5 mile rail-with-trail facility. In addition to identifying appropriate trail design solutions, roadway crossing treatments, and other best practices for the rail-with-trail, Alta assisted the Ukiah Planning Department to develop conceptual design plans and schematic sketches for some of the wider sections of the historic railroad right-of-way. One such section included an unused historic railroad depot with adequate acreage for a new city park and trailhead. The final study served as a vision document, enabling the City of Ukiah to pursue design and implementation funding, now obtained in the form of California BTA funds.

Contact:

Charley Stump
Planning & Community Development Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
+1 707 463 6219

*Northwestern Pacific Rail
Trail Feasibility Study*



Additional project experience

40+

LAPM projects GHD has completed across California

EXPERIENCE SUMMARY			Team Member									
Project	State Funding	Federal Funding	Bill Silva	Pat Tortora	Matt Kennedy	Josh Wolf	David Caisse	Steve Grupico	Kristine Gaspar	Richard Maddock	Mary Stewart Alta	Mike Rose Alta
Ukiah Northwestern Pacific Rail Trail Phases 1 & 2		✓	●	●	●	●	●	●	●	●	●	●
Ukiah Northwestern Pacific Rail Trail Feasibility Study											●	●
Fortuna Safe Routes to Schools Project 2015 - Ambrosini & Toddy Thomas Elementary Schools	✓		●			●	●					
Foster Avenue Multi-modal Extension, Arcata, CA	✓	✓	●			●	●					
Eureka Waterfront Trail, Phases A, B & C, Eureka, CA	✓	✓	●			●	●					
Samoa Boulevard Gateway Improvements, Arcata, CA	✓		●			●						
Jaguar Way/Windsor Road Pedestrian and Bicycle Improvements (CML- 5472(018))		✓	●					●				
Smith River Rancheria US Highway 101 Safety Corridor, Smith River, CA		✓	●			●	●					
Trinidad TE/HR3 Gateway Improvements, Trinidad, CA		✓	●			●						
Rohnerville Road Improvements, Fortuna, CA	✓	✓	●			●	●					
Fortuna Riverwalk Connectivity Study, Fortuna, CA	✓		●			●	●					
Humboldt Bay Trail North, Arcata, CA	✓	✓	●			●	●					
Humboldt Bay Trail South, Humboldt County, CA		✓	●			●	●					
Highway 255 Manila Trail, Humboldt County, CA		✓	●			●	●					
Guadalupe Trail Undercrossing, San Jose, CA			●					●	●			
Arcata Rail with Trail Connectivity Study, Arcata, CA	✓		●			●					●	●

GHD is currently working for the City and is confident that we can agree to mutually beneficial contract language. In an effort to seek the most insurable language possible, the following proposed modifications to the City of Ukiah's draft professional services agreement are provided:

Section 6.2 Indemnification.

"...surviving the termination of this Agreement, to indemnify the City for **any** claim, cost or liability ~~that arises out of, or pertains to, or relates to any~~ **to the extent caused by** negligent act or omission..."

"...liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the **sole** negligence, willful misconduct or defects in design by the City, ~~or arising from the active negligence of the City.~~"

"...as used herein includes the expenses of ~~defending against~~ **funding the defense of** a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include ~~all~~ costs associated with ~~defending~~ **funding the defense of** the claim, including, but not limited to, the **reasonable** fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses."

"References in this paragraph to City of Consultant, include their officers, **and** employees, ~~agents, and subcontractors.~~

7. Exceptions

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Appendix A - Resumes



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Bill Silva, PE, QSD/QSP Principal-in-Charge



Education. B.S. Civil Engineering, California State Polytechnic University, 1993

Certifications/Licenses.

- Professional Civil Engineer: CA, WA
- Qualified SWPPP Developer/Practitioner
- Construction Documents Technologist (CDT)

Principal-in-Charge :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: GHD served as design engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Mr. Silva oversaw a full suite of environmental, engineering, and permitting services, as well as SWPPP preparation.

Principal-in-Charge :: Pacific Northwest Rail Trail Phase 2 | City of Ukiah, CA :: GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. The trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

Principal-in-Charge :: Eureka Waterfront Rail-with-Trail | Redwood Community Action Agency, CA :: Mr. Silva oversaw the second phase of design, including construction-ready PS&Es and environmental compliance documents for a Class 1 segment of the non-motorized California Coastal Trail along one mile of Waterfront Drive in the City of Eureka. The project is primarily in the ROW of a city street and a railroad and is entirely within the California Coastal Zone. Project tasks involved: topographic survey, wayfinding signage, interpretive signage, trailheads, intersection and trail design, engineering construction documents, cost estimates, natural features inventory, analysis of environmental impacts, re-alignment analyses, corridor Phase I environmental site assessment, CEQA Initial Study, stakeholder coordination, and GIS mapping.

Project Engineer :: Berryessa Creek Pedestrian Bridge and Bicycle Trail | City of Milpitas, CA; Santa Clara Valley Water District :: Mr. Silva served as Project Engineer for the design for Berryessa Creek Pedestrian Bridge and Four-mile Bicycle Trail, which was constructed under a cooperative agreement between SCWWD and the City of Milpitas. The trail integrates with the natural environment and provides recreation and alternative transportation benefits to businesses, schools, and neighborhoods. The trail and creek improvements features over one mile of Caltrans Class I bicycle route through restored habitat.

Project Manager :: Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA :: Mr. Silva is managing design and construction support for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Caltrans Local Agency Funding coordination.

Principal/Project Manager :: Napa 5-Way Intersection | City of Napa, CA :: Mr. Silva managed the high-profile 5-way intersection located on Hwy 121/Silverado Trail east of Downtown Napa. The project entailed numerous alternatives development and analysis, an extensive public outreach program, cost estimating, and preparation of Project Initiation Document (PID) for Caltrans review and subsequent design as part of SHOPP program. Alternatives included five-leg roundabouts, multi-roundabouts, leg removal with signalization, and other approaches. The team was commended by the public on our willingness to listen and integrate public input into the proposed solutions.

Project Manager :: Petaluma Mainline Railroad Bridge Track Relocation Project | City of Petaluma, CA :: Mr. Silva managed the complete design of approximately 4,900 feet of mainline railroad and siding track. Construction Documents included design of at-grade crossings, signalization, switches, retaining structures, drainage considerations, road reconstruction, and extensive adjacent property owner coordination. Project relocated and raised existing track approximately four feet to prevent area flooding.

Project Manager :: Projects in Ukiah

- Single Route | Mendocino County Department of Transportation | Ukiah, CA
- Hill Road Bridge | Mendocino County Department of Transportation | Ukiah, CA
- Comptche Road Slide M.P.20.85 | Mendocino County Department of Transportation | Ukiah, CA
- Redwood Business Park Transportation Improvements | City of Ukiah, CA



Pat Tortora, PE, LEED AP

Project Manager/Civil Design Lead



Education. B.S. Civil Engineering, Oregon State University, 1993

Certifications/Licenses.

- Professional Civil Engineer: CA, OR, WA, Guam
- LEED Accredited Professional

Lead Engineer :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: Mr. Tortora served as Lead Engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County.

Project Manager :: Pacific Northwest Rail Trail Phase 2 | City of Ukiah, CA :: GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. the trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

QA/QC :: Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA :: Mr. Tortora provided QA/QC oversight support for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, permitting coordination, and Caltrans Local Agency Funding coordination.

Lead Civil Engineer :: Main Street/SR1 Realignment | City of Fort Bragg, CA :: Mr. Tortora served as Project Engineer and worked on the design for the Main Street Realignment Project (between Oak Street and Pine Street). Improvements included the relocation of the existing merge/drop lanes; the addition of a bike lane; the addition of medians; the replacement of the existing cobra-head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks.

Civil Engineer and Construction Support :: North San Jose Trail Access and Ramp Study | City of San Jose, CA :: Mr. Tortora assisted in the preparation of the North San Jose Trail Access and Ramp Study to provide optimum connectivity to the Guadalupe River Trail and the Coyote Creek Trail by formalizing the location and design approach for additional access ramps. Public access ramps will be ADA accessible and bicycle friendly. The study is also intended to support a

long-term relationship with the Santa Clara Valley Water District and U.S. Army Corps of Engineers for recreational trails by ensuring that public access does not unnecessarily impact the important flood control levees.

Project Manager :: Pedestrian Access Improvements | West Linn-Wilsonville School District | Bolton Primary School and West Linn High School, OR :: Mr. Tortora provided civil site design for new sidewalks along and within the public right-of-way, including signalized crosswalks. This project was fast-tracked to address public safety concerns prior to the 2014 school year. Construction of 550 feet of street frontage improvements was completed within three months of initiating design.

Project Manager :: Lowrie Primary School Public street Improvements | West Linn Wilsonville School District | Wilsonville, OR :: Mr. Tortora led the design of approximately 4,500 feet of roadway and public utility improvements fronting this 10-acre greenfield primary school in the planned community of Villebois. Public improvements consisted of road improvements, sanitary sewer, water, and stormwater management improvements, applying "green street" facilities to treat and manage stormwater.

Civil Engineer :: Transportation Improvements for Redwood Business Park | City of Ukiah, CA :: Mr. Tortora assisted in construction submittal reviews.

Civil Engineer :: Mendocino County Courthouse Infrastructure Project Phases 1, 2, and 3 | County of Mendocino | Ukiah, CA :: Mr. Tortora is currently preparing the SWPPP and process application on the State of California Water Resources Control Board Stormwater Multiple Application and Report Tracking System (SMARTS) online permitting.

Project Manager :: Wapato Lake Bridge Replacement Project | U.S. Fish & Wildlife Service | Wapato National Wildlife Refuge, OR :: Mr. Tortora prepared alternatives analysis, concept design, and construction documents for the design and construction of two replacement bridges. The two bridges consisted of a pedestrian aluminum truss bridge and a vehicular steel girder bridge. The pedestrian bridge will connect a future rails to trails project to Wapato Lake and associated recreational facilities. Improvements include new access road approaches, an 85-foot span pedestrian bridge and a 91-foot span vehicular bridge, both with a pile supported foundation spanning over Wapato Creek to the levee around Wapato Lake in the Wapato Lake National Wildlife Refuge. Both bridges were placed 12 inches above the 100-year flood plain elevation.



Matt Kennedy, PE, TE

QA/QC



Education. B.S. Environmental Resources Engineering, Humboldt State University, 2001; M.S. Environmental Engineering, University of Massachusetts, 2003

Certifications/Licenses.

- Professional Civil Engineer: CA, OR, NM, Guam
- Professional Traffic Engineer: CA

Assistant Construction Manager and Construction Engineer :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: Mr. Kennedy served as Construction Manager for a Class I trail along one mile of the NCRA Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. This was the first rail-with-trail project to be designed and constructed in NCRA ROW in Mendocino County. In addition to construction management, Mr. Kennedy provided engineering during construction, and coordinated extensively with the City of Ukiah and Project Manager Ben Kageyama.

QA/QC Reviewer :: Pacific Northwest Rail Trail Phase 2 | City of Ukiah, CA :: GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. The trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

Traffic and Civil Engineer :: Perkins Street and Orchard Avenue Intersection Improvements | City of Ukiah | Ukiah, CA :: This project involved the design of traffic signal modifications and geometric improvements to add an additional right turn lane with a right turn overlap phase at this heavily utilized intersection near the on and off ramps for the U.S. 101 East Perkins Street interchange in Ukiah, CA. Other improvements included minor grading and storm drainage improvements, paving, striping for the new turn lane, curb, gutter, and sidewalk, and relocating signs from the demolished signal poles to the new signal poles. This project was completed in September 2009, modified in January 2012 to include federal Economic Development Administration funding requirements, and completed by 2012.

Project Manager :: Talmage Interchange Improvements | City of Ukiah, CA :: The project involves the design of geometric modifications to the existing Caltrans-owned freeway interchange in Ukiah. The improvements are related to ongoing development of the Redwood Business Park and regional growth, specifically required to accommodate increased traffic. GHD prepared a detailed traffic impact study, biological assessment, hazardous materials assessment, and a noise study for the project in support of a CEQA EIR.

Traffic and Civil Engineer :: East Washington Pedestrian Crossing | City of Petaluma, CA :: The purpose of the project is to enhance pedestrian visibility, crossing safety and ADA accessibility at East Washington Street on the Petaluma Ring Trail. The project includes a high-visibility overhead warning system (flashing yellow beacons and LED blackout sign), a pedestrian corral at the mid-point of the crossing, new

sidewalks along East Washington Street, utility trenching, a new PG&E service, ADA curb ramps with truncated dome detectable warning panels, and striping and signing. GHD designed the new overhead warning system using standard details and equipment from Caltrans, including foundations, poles, mast arms, and one luminaire for safety lighting. New sidewalks provide connectivity for bicyclists and pedestrians between the Ring Trail on Sky Ranch Road and East Washington Street. The project was completed on-schedule and under budget. In addition to full design services, GHD provided construction support services during construction and worked with City staff and the contractor.

Project Manager :: Replacement Well #4 and New Well #9 | City of Ukiah, CA :: This project replaces existing and failing Well #4 with a new well, and a chlorination and control building. GHD provided related site improvements, and then constructed new Well #9. Well #4 is located on a parcel in a residential neighborhood.

Project Manager and Construction Manager :: Redwood Business Park Transportation Improvements | City of Ukiah, CA :: The project involves the design of improvements to an existing roadway system in a developing business park and retail area to repair a large section of under-designed and failed pavement, widen and improve roadways to accommodate increases in traffic and heavy trucks associated with planned future commercial and retail developments, and other associated improvements. Elements of the project include pavement design and roadway reconstruction, new and modified traffic signals, the addition of lanes and changes in roadway geometry, extensions of roadways and utilities, and pedestrian and bicycle improvements consistent with the City's Bicycle and Pedestrian Plan and development plan. Roadway widening improvements require coordination with PG&E for the relocation of a primary distribution power pole, and wetland delineation. Other project services include traffic analyses and planning assistance for future interchange improvements, and coordination with Caltrans. This project is currently in construction.

Civil Engineer of Record :: Transit Operations and Maintenance Facility | Mendocino Transit Authority (MTA) | Ukiah, CA :: GHD provided civil, mechanical, electrical, and structural engineering design services for a new operation and maintenance building, fueling facility, bus clean detail, and related improvements, replacing MTA's existing outdated and undersized facilities. Site designs include new utility services, excavation, grading and paving, and stormwater improvements. The project required reconstruction of existing utilities to locate them within existing utility easements, removal and replacement of undocumented and unstable fill materials, and coordination with local agencies for approvals.



Josh Wolf, PE, QSD/QSP

Agency Permitting Lead



Education. B.S. Environmental Resources Engineering, Humboldt State University, 2003

Certifications/Licenses.

- Professional Civil Engineer: CA, OR
- Qualified SWPPP Developer/Practitioner
- Caltrans Local Assistance Resident Engineers Academy, March 2009 and January 2016

Project Director :: Eureka Waterfront Rail-with-Trail | Redwood Community Action Agency, CA :: Mr. Wolf served as project director for this multi-phase, multi-year planning and design project, including assisting with the Caltrans PA&ED phase, trail alignment analysis, developing construction-ready PS&Es, and environmental compliance documents for a Class 1 segment of the non-motorized California Coastal Trail along the majority of the City of Eureka's waterfront. The project is primarily in the right-of-way of a city street and a railroad and is entirely within the California Coastal Zone. Project tasks involved topographic survey, wayfinding signage, and interpretive signage.

Project Manager :: Humboldt Bay Trail North | City of Arcata, CA :: As Project Manager, Mr. Wolf was responsible for final engineering design of a 3.0-mile Class I trail through City, Caltrans, and railroad right-of-way. Improvements involved six non-motorized bridges and an at-grade trail-rail crossing. Responsibilities included the preparation of the engineering plans, specifications, and estimates (PS&E package), and coordinating design improvements to minimize environmental impacts and mitigation costs. The trail segment is part of the California Coastal Trail with much of the alignment located entirely within the California Coastal Zone.

Project Manager :: Foster Avenue Extension and Trail | City of Arcata, CA :: Mr. Wolf provided project management for the design of this high-priority project which significantly improved traffic circulation and non-motorized connectivity in the City. Project components encompassed a road extension, a roundabout, LID landscaping features, and pedestrian/bicyclist safety improvements, including the extension of the Arcata Rail with Trail project from Eastern Avenue to Sunset Avenue. Construction of the project was completed in October 2015. **This project was awarded the 2015 Project of the Year by the North Coast Branch of ASCE and the 2016 Bikeways and Trails project of the Year by the San Francisco Section of ASCE.**

Project Manager :: 2015 Safe Routes to Schools | City of Fortuna, CA :: Toddy Thomas Middle School and Ambrosini Elementary School were both ranked as high priorities by the Humboldt County Association of Governments (HCAOG) in 2013 as a part of Humboldt County's Safe Routes to School Prioritization Project. In September 2014, the City of Fortuna was awarded \$917,000 in Safe Routes to Schools (SRTS) funding. Improvements included new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings, speed hump, paved trails to connect public sidewalks to school, signage and pavement markings, reconfigured signalized intersection and an extension of the left turn pocket, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane. As Project Manager, Mr. Wolf managed environmental, design, and construction management services.

Project Manager :: Main Street/SR1 Realignment | City of Fort Bragg, CA :: Mr. Wolf managed this federally funded \$2.5-million project on State Route 1 (Main Street between Oak Street and Pine Street) for the City of Fort Bragg. Improvements included the relocation of the existing merge/drop lanes; the addition of bike lanes; the addition of medians; the replacement of the existing cobra head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks. Work included expansive coordination with Caltrans oversight engineers and preparation of a Project Report (PR) and Design Exception Fact Sheet (Advisory and Mandatory).

Deputy Project Manager :: Samoa Boulevard/SR255 Gateway | City of Arcata, CA :: Mr. Wolf was Deputy PM and lead construction inspector for this federally funded \$1.7-million gateway project partially located within the California Coastal Zone.

Project Manager :: US101 Smith River TIGER Project | Smith River Rancheria, CA :: Mr. Wolf was responsible for the permitting, design, and construction management of roadway safety improvements on US 101 through the Rancheria and community of Smith River. Funded by a \$2.5-million TIGER III grant, the project was located entirely within the California Coastal Zone and work included expansive coordination with Caltrans oversight engineers and the preparation of Design Exception Fact Sheets (Advisory and Mandatory).

Project Manager :: Trinidad Gateway Improvements HR3/TE | City of Trinidad, CA :: As Project Manager and resident engineer, Mr. Wolf was responsible for the design, permitting, and construction management on the City of Trinidad's Gateway Project. The project was funded by the federal Transportation Enhancement (TE) and High Risk Rural Road (HR3) programs. This improvement project included new sidewalks, ADA ramps, accessible driveways, crosswalks, bulb-outs, pedestrian refuge areas, landscaping, and signage. It also required coordination with Caltrans for both project funding requirements and work in the State right-of-way.

Civil Engineer :: Humboldt Road Improvement Project | Elk Valley Rancheria | Crescent City, CA :: As Civil Engineer, Mr. Wolf was responsible for design of a 2,800-foot-long roadway reconstruction project for the Elk Valley Rancheria. Improvements included reconstructing a 30-foot wide paved road, a new roundabout designed to FHWA guidelines, bike lanes, sidewalks, and a 2,300-foot-long multi-use trail. Responsibilities included preparation of construction improvement plans, specifications and estimates, and coordinating approval with the County of Del Norte, Bureau of Indian Affairs (BIA), and Caltrans requirements.



David Caisse, PE, QSD/QSP

Agency Permitting Support



Education. B.S. Civil Engineering, West Virginia University Institute of Technology, 2005

Certifications/Licenses.

- Professional Civil Engineer: CA, FL
- Qualified SWPPP Developer/Practitioner
- Caltrans Local Assistance Resident Engineers Academy, August 2012

Project Manager :: Safe Routes to Schools | City of Rio Dell, CA :: In October 2015, the City of Rio Dell was awarded \$1,533,000 in ATP funding for its Safe Routes to School (SRTS) projects, which targeted improvements for routes to Eagle Prairie and Monument Middle Schools, with the goal of creating safer, more pedestrian and bicycle friendly routes. Mr. Caisse serves as the Project Manager for this multi-phase (PA&ED, PS&E and CM), multi-year planning and design project, providing design for the improvements: new standard and buffered bike lanes, sidewalks, crosswalks, signage and pavement markings, and intersection improvements and on-and-off-ramps. Construction is expected to begin in 2019.

Project Manager/Project Engineer :: Eureka Waterfront Trail Phase A, B, and C | Redwood Community Action Agency, CA :: Mr. Caisse served as Project Engineer for civil site design (horizontal and vertical trail alignment, grading, drainage, and accessibility design) for over four (4) miles of multi-use paths (phases A, B, and C combined) with components such as bridges (five total), 560 feet of boardwalk, curb and gutter, sidewalks, curb ramps, retaining walls, railroad crossings, signing, striping, wetland mitigation, parking, and landscaping. He served as Project Manager through the construction of Phase A and currently for B and C. Construction will be complete by the end of 2017.

Deputy Project Manager :: Humboldt Bay Trail South | County of Humboldt, CA :: Mr. Caisse serves as the Deputy Project Manager for the civil site design of more than four miles of Class I trail connecting the City of Eureka's Waterfront Trail Phase C with the City of Arcata's Humboldt Bay Trail North. Improvements include three non-motorized bridge crossings, a shared-use railroad bridge crossing the Eureka Slough, retaining walls, railroad crossings, signing, and striping and drainage improvements.

Project Engineer :: Humboldt Bay Trail North | City of Arcata, CA :: Mr. Caisse served as the Project Engineer for the civil site design of a 3.0-mile, Class I trail through City, Caltrans, and railroad right-of-way. Improvements include six non-motorized bridges and an at-grade trail-rail crossing. Mr. Caisse's responsibilities included the preparation of the engineering plans, specifications, and estimates (PS&E package), and coordinating design improvements to minimize environmental impacts and mitigation costs. The trail segment is part of the California Coastal Trail with much of the alignment located entirely within the California Coastal Zone. Design was completed in April 2016. The project began construction in summer of 2017 and is nearly complete.

Project Engineer :: 2015 Safe Routes to Schools | City of Fortuna, CA :: Mr. Caisse provided design for improvements: new sidewalks and accessible driveways, crosswalks, pedestrian speed tables, enhanced pedestrian crossings,

speed humps, paved trails to connect public sidewalks to the schools, signage and pavement markings, reconfigured signalized intersection, an extension of the left turn pocket, and reducing Ross Hill Road from two lanes in each direction to one lane with a buffered bike lane.

Project Engineer :: Foster Avenue Extension and Trail | City of Arcata, CA :: Mr. Caisse served as Project Engineer working on the design for the Foster Avenue Extension Project. Project components included a roadway and roundabout design, a Class I bikeway, bike lanes, sidewalks, drainage, LID landscaping features, and pedestrian and bicyclist safety improvements. **This project was awarded the 2015 Project of the Year by the North Coast Branch of ASCE and the 2016 Bikeways and Trails project of the Year by the San Francisco Section of ASCE.**

Project Engineer :: Main Street/SR1 Realignment | City of Fort Bragg, CA :: Mr. Caisse served as Project Engineer and worked on the design for the Main Street Realignment Project (between Oak Street and Pine Street). Improvements included the relocation of the existing merge/drop lanes; the addition of a bike lane; the addition of medians; the replacement of the existing cobra-head style street lights with new decorative street lights; the addition of right and left hand turn lanes at various intersections; decorative bulbouts, curb ramps, and crosswalks; and accessibility improvements to driveways and sidewalks. Work included extensive coordination with Caltrans oversight engineers.

Project Manager :: Rose Ave Pedestrian Improvement Project | City of Ferndale, CA :: Mr. Caisse served as Project Manager for this federally funded project on Rose Ave (Berding Street to McKinley Ave). Improvements included new sidewalks and improvements to existing sidewalks and driveways in order to bring them into compliance with the latest ADA standards. Project components encompassed sidewalks, curb ramps, curb and gutter, drainage, signage, and striping. Work required extensive coordination with Caltrans oversight engineers.

Project Engineer :: Humboldt Road Improvement Project | Elk Valley Rancheria | Crescent City, CA :: Mr. Caisse served as Project Engineer for the design of a 2,800-foot-long roadway reconstruction project involving a 30-foot wide paved road, new roundabout designed to FHWA guidelines, bike lanes, sidewalks, a 2,300-foot long, multi-use trail, and associated wetland mitigation. Responsibilities included preparation of the drainage report, construction improvement plans, specifications, and estimates.

Project Engineer :: North/South Indian Road & Mouth of the Smith River Road Improvement Project | Smith River, CA :: 1.25 miles of improvements.



Steve Grupico, PE, QSD/QSP, LEED AP

Civil Design Support



Education. B.S. Civil Engineering, California State University, Chico, 2004

Certifications/Licenses.

- Professional Civil Engineer: CA
- Qualified SWPPP Developer/Practitioner
- LEED Accredited Professional
- Construction Documents Technologist (CDT)

Project Engineer :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: Mr. Grupico prepared the project SWPPP, including development of appropriate temporary construction BMPs and registration of the SWPPP with the State, for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Notably, Mr. Grupico served under Pat Tortora and Bill Silva in a similar capacity to his assigned role in Phase 2.

Project Manager :: Thompson Creek Trail – Tully Road to Quimby Road | City of San Jose, CA :: (Identified as Reach 1 trail segment in the Thompson Creek Master Plan.) Mr. Grupico managed the team for this 3,400-linear-foot trail adjacent to Thompson Creek and the Santa Clara Valley Water District (SCVWD) maintenance road. Elements of the project included the design of a 16-foot-wide trail, retaining walls, formal trailheads, utilities, erosion and sediment control, signing and striping, associated improvements, and coordination with an adjacent Santa Clara Valley Transportation Authority project.

Project Manager :: Thompson Creek Trail – Quimby Road to Aborn Court | City of San Jose, CA :: (Identified as Reach 2 trail segment in the Thompson Creek Master Plan.) Mr. Grupico is the Project Manager for this 4,400-linear-foot trail segment atop an existing levee. The project included demolition, grading, erosion and sediment control, signage and striping, and landscape design.

Project Manager :: Guadalupe River Trail/Coleman Road Undercrossing | City of San Jose, CA :: The 600-linear-foot trail connected two City of San Jose trail systems at the intersection of Almaden Expressway and Coleman Road. The project included coordination between SCVWD, Regional Water Quality Control Board, CDFW, and the U.S. Army Corps of Engineers.

Civil Engineer :: Eastside Trunk Sewer 3, Snyder Lane Widening | City of Rohnert Park, CA :: Mr. Grupico served as Project Civil Engineer for the widening a 0.92-mile segment of Snyder Lane, from Parkway Drive to East Cotati Avenue. The project consists of roadway, sewer trunk main, water main, drainage, water quality improvements consistent with the local Standard Urban Stormwater Mitigation Plan (SUSMP), box culvert extension, Rule 20A utility undergrounding, landscaping, and electrical improvements. Mr. Grupico assisted Mr. Tortora in approving LID design with the North Coast Regional Water Quality Control Board.

Project Manager :: Rancho San Vicente Staging Area |

Santa Clara County Parks, CA :: This project involved the preparation of plans, specifications, and cost estimate for an on-site parking lot, restroom facilities, septic design, stormwater conveyance and retention systems, and erosion control designs to access an existing Santa Clara Park trail system. Offsite improvements included an access driveway, roadway widening, and acceleration and deceleration lanes. In addition, a PG&E application for new service was acquired to power the restroom and the entry gate.

Project Engineer :: Talmage Interchange Improvements | City of Ukiah, CA :: The design consists of roadway geometrics, pavements, ADA ramps, signing and striping, and related improvements, consistent with Caltrans and City of Ukiah Standards. The project is a fully funded by the City of Ukiah.

Civil Engineer :: 5-Way Roundabout and Downtown Gateway Improvements | City of Healdsburg, CA :: This project consisted of roundabout and downtown street corridor, underground utility, Foss Creek box culvert, and landscape design. Mr. Grupico worked closely with the public, an urban planner, and the landscape architect to keep improvements in line with existing City and environmental contexts. His responsibilities included the preparation of demolition, grading, roundabout, site and plaza improvements, ADA, water, storm, recycled water, sewer, structural layout, railroad layout, lighting, and LID designs at an estimated construction cost of \$13 million.

Project Manager :: Motorcycle Park Quarter Midget Parking Expansion & Shop Building | Santa Clara County Parks | Santa Clara, CA :: Mr. Grupico managed the design of an overflow parking lot and a new shop maintenance building. Key project elements included grading, LID design, utility design, planting and landscape, erosion and sediment control, PG&E application to relocate an existing power pole, and coordination with the pre-engineered builder.

Project Engineer :: Stony Point Road Widening (Phase 2) | City of Santa Rosa, CA :: The project consists of roadway, large-diameter recycled water main, drainage, water quality improvements consistent with the local SUSMP, box culvert extension, Rule 20A utility undergrounding, landscaping, and electrical improvements. The project is a fully funded redevelopment project, whose goal is to help revive the southwest entry into the City while creating local jobs and stimulating the economy.

Project Engineer :: Clover Creek and Middle Creek Bridges | Lake County Public Works | Lakeport, CA :: This federally funded HBP project required coordination with multiple regulatory agencies and funding and project approval through Caltrans.



Briana Artita, EIT

Civil Designer



Education. B.S. Civil Engineering, Oregon State University, 2014

Certifications/Licenses.

- Engineer-in-Training: OR

With a background in construction-related engineering services, Ms. Artita has over eight years of multidisciplinary experience in all phases of infrastructure improvement projects for municipalities, regional entities, and federal agencies, from preliminary design and assisting spatial scientists in data collection, through construction management and inspections. This work has involved proficiency in AutoCAD, NAVIS, and HeavyJob. Briana's project experience has often entailed coordination and collaboration with agencies such as the Oregon Department of Transportation (ODOT), the City of Portland, and Multnomah County, which affirms her experience in and familiarity with a broad range of detailed standards and expectations.

Civil Designer :: Northwest Pacific Rail-Trail Phase 2 | City of Ukiah, CA ::

Ms. Artita prepared the concept design for the pedestrian trail alignment and proposed bridge location to allow for both pedestrians and emergency vehicles to cross Doolin Creek. GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. the trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

Project Engineer :: Sellwood Bridge | Multnomah County | Portland, OR ::

Ms. Artita coordinated project tasks and worked to problem solve constructability issues to ensure construction conformed to project plans and specifications. Her main focus of work was civil construction on both the east and west side of the Willamette River, which included construction of the retaining walls and moment slab structures built along Oregon Highway 43. Other areas of focus included assisting with steel bridge fabrication and erection. This was a multi-phase project which included relocation of the existing Sellwood Bridge, construction of the new bridge, demolition of the old bridge, and a variety of roadway and landscaping improvements in the area.

Civil Designer :: Wapato Lake Bridge Replacement | U.S. Fish & Wildlife Service | Wapato Lake Wildlife Refuge, Gaston, OR ::

drawings for vehicular and pedestrian access to the Wapato Lake Levee. At this time GHD is preparing the construction drawings for the two selected bridge locations. The vehicular bridge is a 91-foot span, steel girder bridge and access roads. The pedestrian bridge consist of an 85-foot span prefabricated aluminum truss bridge. Design includes new bridge designs, and foundation and levee improvements to support the new access roads



Steve Burns, PE, SE, LEED AP Structural Engineer



Education. M.S., Structural Engineering, University of California at Berkeley, CA, 1991;
B.S., Engineering, San Francisco State University, San Francisco, CA, 1980

Certifications/Licenses.

- Professional Civil Engineer: CA
- Professional Structural Engineer: CA
- Professional Mechanical Engineer: CA

Senior Structural Engineer :: Pacific Northwestern Rail Trail Phase 2 | City of Ukiah, CA :: Mr. Burns provided structural engineering for Ukiah's Pacific Northwestern Pacific Rail Trail Phase 2 project. GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. The trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

Senior Structural Engineer :: Two Bridge Replacement and Rehabilitation Project | Lake County, CA :: As Senior Structural Engineer designed a retrofit for a concrete girder bridge spanning over Middle Creek on Rancheria Road and designed foundations for a replacement precast concrete arch bridge to span over Clover Creek on Bridge Arbor North for Lake County. Both bridges were designed in accordance with Caltrans design criteria; AASHTO LRFD Bridge Design Specifications, 6th edition, with Caltrans amendments and Caltrans seismic design criteria version 1.7. The Middle Creek Bridge consisted of four spans and measured a total of 160 feet in length by 30 feet wide. The Middle Creek Bridge project utilized super bents to replace eroding piles at its bents. Existing piles were exposed approximately eight feet due to scour and were showing signs of significant degradation. Additionally, installation of new piles directly under the bridge was problematic due to insufficient head room. Therefore, the super bent utilized a bent beam to span under the existing bridge deck to cast-in-drilled-hole (CIDH) pier extensions located just outside of the deck plan. The Clover Creek bridge replacement consisted of a single 42 foot span that was 25 feet wide. The clover creek bridge utilized a precast concrete arch bridge with reinforced cast-in-place reinforced concrete spread footing abutments.

Senior Structural Engineer :: Pine Creek Bridge | Tehama County, CA :: As Senior Structural Engineer designed a flat slab replacement bridge to span two traffic lanes 80 feet over Pine Creek at Reeds Creek Road for Tehama County. The replacement bridge had two equal spans and measured 80 feet long by 44 feet wide. At the clients request two interior alternate bent types were designed. For the first, the bridge utilized pipe pile extensions to support the interior bent. For the second alternate design, the bridge utilized a pier wall supported on a pile cap supported by a single row of H piles. The bridge was designed in accordance with Caltrans requirements for flat slab bridges contained within Memo to designers 20-7 as well as Caltrans design criteria; AASHTO LRFD Bridge Design Specifications, 6th edition, with Caltrans amendments and Caltrans seismic design criteria version 1.7. The pipe piles were designed to form ductile plastic hinges below grade and protected the bridge deck using reduced sections designed to yield at the bridge soffit. The pier wall was

designed to perform in a ductile manner by forming a plastic hinge at the bridge soffit in its weak direction and designed to remain elastic in the strong direction.

Senior Structural Engineer :: Hill Road Bridge | County of Mendocino :: As Senior Structural Engineer designed foundations for a steel truss type bridge to replace an existing aging steel truss bridge built circa 1925. The project was funded from a grant from the Federal Highway Administration's Highway Bridge Program. The existing bridge met the eligibility requirements for replacement since it was rated Structurally Deficient having a sufficiency rating less than 50. The project was unique in that on one end of the bridge the abutment had to be designed using the Caltrans guidelines for liquefaction induced lateral spreading. The design lateral spread soil movement was 60 inches and the crust layer thickness was 17 feet thick over a 12 foot liquefiable layer.

Senior Structural Engineer :: Jennings Avenue Pedestrian Crossing | City of Santa Rosa, CA :: As Senior Structural Engineer designed a pedestrian bridge to span 40 feet over the Smart Train rail crossing. To meet ADA requirements the bridge contained multiple spans to achieve the required height for the crossing. The bridge consisted of prestressed concrete planks spanning between cast-in-place concrete bent columns supported on a cast-in-place concrete pile foundation system.

Senior Structural Engineer :: SYAR Industries Truck and Rail Crossover at Stoney Creek | Glen County, CA :: As Senior Structural Engineer, designed a crossover to support both truck and rail loads over an existing culvert at Stoney Creek in Glen County. Construction consisted of a reinforced concrete bridge structure to span over the existing culvert. Design documents included all plans and specifications for the work. The rail line consisted of a rail spur that supports Cooper E80 loads. The truck path way was designed to support AASHTO HS20-44 loads. The rail line is under the jurisdiction of California Northern Railroad, and therefore, the design was in accordance with California Northern Standards.

Senior Structural Engineer :: Soda Creek Culvert Crossing | Napa, CA :: As Senior Structural Engineer, reviewed an existing structural capacity report and made an independent evaluation with findings and recommendations of a culvert bridge crossing for the Napa County Department of Public Works. The culverts were originally constructed circa 1970 without a permit from the County. The existing report was reviewed for adequacy and conformance to professional engineering practice. The bridge consisted of two twin concrete barrel culverts, 15 feet in diameter, 18 feet wide, spaced 28 feet apart center to center, and placed underneath and supporting perimeter mortared rock retaining walls. Between the mortared rock retaining walls a 20 foot deep layer of fill had been placed making the road travel way. The culvert crossing provided access to a private property residence off of Soda Canyon Road.



Kristine Gaspar

Environmental/Permitting Lead



Education. M.P.A. Public Administration, California State University, Sonoma, 1995; B.A. Environmental Studies and Planning, California State University, Sonoma, 1992

Connections.

- North Bay Regional Activities Coordinator (2011 to present), California Northern Section, American Planning Association

Permitting Lead :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: GHD served as design engineer for a Class I trail along one mile of the North Coast Railroad Authority (NCRA) Railroad Corridor between Gobbi Street and Clara Avenue in Ukiah. The trail provides pedestrians and cyclists with safe access to amenities such as parks, a museum, and a hospital. This was the first rail-with-trail project to be designed and constructed in NCRA right-of-way (ROW) in Mendocino County. Ms. Gaspar managed all permitting services.

Permitting Lead :: Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma-Marin Area Rail Transit (SMART) | Petaluma, CA :: Ms. Gaspar is coordinating permitting for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities. The project's scope of work also includes topographical survey, geotechnical studies, utility coordination, design development and full PS&E, and Caltrans Local Agency Funding coordination.

Permitting, CEQA, NEPA Lead :: Bay Trail | East Bay Regional Parks District (EBRP) | Oakland, CA :: Ms. Gaspar is currently serving as the Permitting Task Lead on obtaining resource agency permits for construction of a segment of the Bay Trail that is being implemented by EBRP. The site has challenges as it is within the 100-year flood, a condition that will worsen with sea level rise. Involved agencies include the U.S. Army Corps of Engineers (USACE), San Francisco Regional Water Quality Control Board, National Marine Fisheries Service, California Department of Fish & Wildlife (CDFW) Incidental Take Permit, and Bay Conservation and Development Commission.

CEQA Compliance and Permitting :: Talmage Interchange Improvements | City of Ukiah, CA :: GHD prepared a detailed traffic impact study, biological assessment, hazardous materials assessment, and a noise study for the project in support of a CEQA EIR.

CEQA Compliance and Permitting :: Redwood Business Park Transportation Improvements | City of Ukiah, CA :: The project involves the design of improvements to an existing roadway system in a developing business park and retail area.

Project Manager :: Initial Study/Mitigated Negative Declaration (IS/MND) for Three Bike Trails | Town of Windsor, CA :: While serving as Management Analyst with the Town of Windsor, Ms. Gaspar prepared an IS/MND for three bike trails. The project drew a lot of public concern as one of the trails abutted residential backyards. In addition, a portion of the trails meandered along a creek which resulted in early

consultation with CDFW to identify concerns and alternative methods of construction to minimize impacts to the riparian corridor.

Project Planner :: On-Call Services | City of San Jose Department of Public Works, CA :: GHD has an On-Call Services contract to perform a variety of engineering and environmental tasks for park and trail projects. Ms. Gaspar serves as the environmental task lead, and is currently assisting with the permitting and supporting studies for multiple projects along Thompson Creek, Coyote Creek, and Guadalupe Park. The sites are subject to the Santa Clara Valley Habitat Plan and many require coordination with the Santa Clara Valley Water Authority.

Project Planner :: On-Call Services | Santa Clara County Parks, CA :: GHD has an On-Call Services contract with the County of Santa Clara Parks Department to perform a variety of engineering and environmental tasks for park and trail projects. Ms. Gaspar serves as the environmental task lead, and is currently assisting with the permitting technical memo and supporting studies for Motorcycle Park. The site is subject to the Santa Clara Valley Habitat Plan.

Project Manager :: Petaluma Trestle Rehabilitation Project IS/MND and Permit Support Documents | City of Petaluma, CA :: This project involved rehabilitating a historic railroad trestle as a promenade for pedestrian and trolley traffic along the Petaluma River Waterfront. The trestle is a beloved structure in the community, which led to active participation by the public in the preliminary design and environmental review process. Ms. Gaspar served as Project Manager for an IS that evaluated the complex issues surrounding the trestle's historical significance. In addition, the IS evaluated the project's impact on special-status aquatic species, and the impacts of construction vibration on the neighboring businesses.

Project Planner :: Del Norte County Regional Airport Obstruction Removal Project | Border Coast Regional Airport Authority | Crescent City, CA :: Ms. Gaspar assisted with the air quality analysis for the CEQA IS/MND and NEPA Environmental Assessment (EA). Significant issues associated with this project included potential impacts to ESHA, sensitive natural communities, rare plants, birds, and appropriate mitigation for the removal of special-status species, all within the Coastal Zone.

Project Planner :: Jennings Avenue Pedestrian Rail Crossing EIR | City of Santa Rosa, CA :: Ms. Gaspar evaluated construction and operation of a new at-grade pedestrian and bicycle rail crossing in Santa Rosa, and the possible closure of an at-grade rail crossing at one of three locations downtown. She was in charge of writing the Air Quality and Greenhouse Gas sections.



Haley Cahill

Environmental/Permitting Support



Education. Bachelor of Arts, Environmental Studies, University of San Diego, CA, 2016

Connections.

- Membership Director, San Francisco Bay Chapter (2018-present), Association of Environmental Professionals

CEQA Project Planner :: MLK Regional Shoreline Bay Trail Gap (Doolittle Drive South) and Improvements Project | East Bay Regional Park District | City of Oakland, CA

:: Ms. Cahill served as Project Planner for this project, which would improve the existing shoreline, including construction of a segment of Bay Trail and, removal and replacement of a boat launch, and parking lot improvements. Ms. Cahill assisted in drafting the Mitigated Negative Declaration, as well as permitting for the project.

NEPA Project Planner :: Windsor Road/Windsor River Road Intersection Improvements Project | Town of Windsor, CA

:: Ms. Cahill is currently assisting with the NEPA review of this federally-funded intersection improvement project. The project includes either the installation of a new signalized intersection or the installation of roundabout. Approximately 800 feet of pedestrian trail within the SMART right-of-way is also proposed. Ms. Cahill is helping to draft the Preliminary Environmental Study and project-specific technical studies.

Project Planner :: Mill Valley Pathway | Marin County | Mill Valley, CA

:: As a project planner, Ms. Cahill aided in the completion of the Mill Valley Pathway Project, requiring coordination with several parties and agencies. The project would repave and expand a portion of the Mill Valley-Sausalito pathway.

NEPA Project Planner :: E. Cotati Avenue Road Rehab Project | City of Cotati, CA

:: Ms. Cahill is currently assisting with the NEPA review of this federally funded street rehabilitation project. The project includes pavement rehabilitation, new ADA accessible concrete curb ramps, sidewalks, curb and gutter, low impact development bioretention areas for storm water, electrical conduit extensions, traffic signal detector loop replacement, bicycle striping, and tree planting. Ms. Cahill is helping to draft the Preliminary Environmental Study and project-specific technical studies in support of a categorical exclusion finding.

CEQA Project Planner :: Fulton Road Widening Improvement Project | City of Santa Rosa, CA

:: Ms. Cahill served as the CEQA Project Manager for the permitting phase of the project. The project includes roadway widening, new vehicle travel lanes, bicycle lanes, sidewalks, bioretention areas, bus stops, landscaping, utility relocations, stormwater facilities, and property acquisitions and easements. Ms. Cahill is assisting in the permitting services for the project, which will include obtainment of a Section 404 Nationwide Permit; 401 Water Quality Certification; and Section 2081 Incidental Take Permit.

Project Planner :: 2018 Storm Drain Rehabilitation Project | Town of Tiburon | Tiburon, CA

:: Ms. Cahill drafted the categorical exemption and all necessary permits for the

proposed project, which included the replacement of several storm drains within the Town of Tiburon. Regulatory agencies requiring permits included the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers, and the Regional Water Quality Control Board. Ms. Cahill efficiently submitted the permits in order to begin the project on time.

Project Planner :: Rehabilitation of El Portal/Trousdale Channel and Nine Flap Gates on Sanchez Lagoon | City of Burlingame | Burlingame, CA

:: As a project planner, Ms. Cahill helped to complete the Initial Study/Mitigated Negative Declaration. The project would implement two stormwater maintenance projects. One of which required a permit from BCDC.

Project Planner :: Point Isabel Water Access and Shoreline Restoration Project | City of Richmond | Richmond, CA

:: Ms. Cahill helped to draft the Initial Study/Mitigated Negative Declaration for the Point Isabel Project. The project would rehabilitate the existing shoreline and install improvements to the recreational facility. She was responsible for the aesthetics, agricultural resources, air quality, biological resources, and traffic sections of the Initial Study and coordinated and executed publication.

Project Planner :: Big Canyon Well Project | Callayomi County Water District | Middletown, CA

:: As a project planner, Ms. Cahill helped to prepare the CEQA Initial Study/Mitigated Negative Declaration. The project would install a new domestic water well to replace one that is not sufficient to serve the County's needs. Through analyses, it was determined that the project would only have minor impacts resulting from impacts to biological resources and the potential to encounter serpentine soils. Adequate mitigation was implemented to reduce impacts to less than significant.

CEQA Project Planner :: Fulton Road Lift Station Project | City of Santa Rosa, CA

:: Ms. Cahill served as the CEQA Project Planner for the CEQA Mitigated Negative Declaration for the project. The project included the construction of a lift station on an undeveloped parcel, and installation of pipeline within the roadway. Significant issues surrounding the project included biological resources, cultural resources, and noise.

Project Planner :: Regional Water Quality Control Plant New Outfall Project | City of Palo Alto, CA

:: As a project planner, Ms. Cahill helped to prepare the CEQA Initial Study/Mitigated Negative Declaration and associated BCDC, RWQCB, and Corps permits for the Regional Water Quality Control Plant New Outfall Project. Significant issues associated with the project included potential impacts to sensitive species, migratory birds, and wetlands. It was necessary to incorporate measures to off-set the biological impacts that was sufficient for CEQA and the agencies.



Chris Trumbull, PE, GE, D.GE

Geotechnical Engineer



Education. M.S. Civil Engineering (Geotechnical emphasis), San Jose State University, 1995;
B.S. Civil Engineering, San Jose State University, 1989

Certifications/Licenses.

- Professional Geotechnical Engineer: CA, OR
- Professional Civil Engineer: CA, NV, HI

Sr. Geotechnical Engineer :: Northwestern Pacific Rail Trail Phase 2 | City of Ukiah | Ukiah, CA :: The City engaged GHD and the geotechnical team to evaluate nearly one mile of pedestrian trail alignment adjacent a railway. The project included new Hot Mix Asphalt pavement section, a retaining wall, and a foundation system for a 75-foot long prefabricated steel pedestrian bridge. The team performed geotechnical explorations and laboratory testing, engineering analysis, and prepared a design-level geotechnical investigation report.

Sr. Geotechnical Engineer :: Winsor River Road Improvements and Multi-Use Path Connector | Town of Windsor | Windsor, CA :: Mr. Trumbull led the geotechnical team for this project, which includes a new roundabout at an intersection with not only two perpendicular roadways, but a skewed railway as well. The investigation included five borings to evaluate roadway subgrade and settlement conditions, as well as potential hazardous materials. Recommendations included earthwork, new Hot Mix Asphalt sections, as well as overlays, vehicular concrete, and curb & gutter.

Sr. Geotechnical Engineer :: Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma-Marín Area Rail Transit (SMART) | Petaluma, CA :: Mr. Trumbull provided geotechnical investigation services for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities.

Sr. Geotechnical Engineer :: Pedestrian Pathway | SMART | Rohnert Park, CA :: Mr. Trumbull provided geotechnical investigation for two miles of pedestrian pathway adjacent to an active SMART rail line. Project elements included a 10-foot-wide HMA-paved pathway, two pedestrian bridges, and several retaining walls. Exploration involved 19 borings, from 10 to 40 feet deep, and several grab samples. Geotechnical challenges encompassed highly expansive soil and potentially liquefiable soils at one bridge site.

Sr. Geotechnical Engineer :: Bay Trail – Doolittle Drive South Segment | East Bay Regional Parks District (EBRP) | Oakland, CA :: Mr. Trumbull led the geotechnical team for the design of approximately 3,500 linear feet of bay trail. Approximately 2,500 linear feet will be a raised structural viaduct along the San Leandro Bay shoreline. The remaining 1,000 linear feet will consist of the restoration/upgrade of existing trail including a new trail crossing through the existing Martin Luther King Shoreline boat ramp parking lot. Improvements also include the replacement of the existing boat ramp. Geotechnical challenges involved settlement of Bay Mud, historical fill, and deep foundations. The geotechnical investigation entailed over-water and land borings; laboratory testing; settlement, stability, foundation, and pavement analyses; and report preparation.

Sr. Geotechnical Engineer :: Twin Bridges Park | City of Hayward, CA :: Mr. Trumbull was responsible for performing a geotechnical investigation for this city park, which included trails, hardcourts, picnic areas, play structures, and grass fields. He also provided earthwork and pavement recommendations.

Sr. Geotechnical Engineer :: Potrero to Hunters Point 115kV Underground Cable | PG&E | San Francisco, CA :: Mr. Trumbull was responsible for performing the geotechnical investigation for a 2.5-mile underground 115kV transmission line that crosses alluvial deposits, bedrock deposits, man-made fill, soft Bay Mud, and relatively shallow groundwater areas plus three trenchless crossings at railroad right-of-ways. Work included subsurface exploration using rotary-wash drilling and direct push (Geoprobe) sampling; geotechnical testing; liquefaction and seismic analyses; recommendations for foundations, trench construction, and trenchless crossings; and discussions of slope stability and naturally occurring asbestos.

Sr. Geotechnical Engineer :: Vasona Lake Park Bridges | Santa Clara County Parks and Recreation Department | Los Gatos, CA :: Mr. Trumbull conducted a geologic and geotechnical investigation for a 55-foot vehicular bridge and a 160-foot pedestrian bridge within the Vasona Lake County Park. The vehicular bridge replaced an existing bridge that was located over three existing pipe culverts. A 24-inch-thick, cast-in-place, post-tensioned concrete deck was planned, as were provisions for the Billy Jones Railroad possibly being incorporated on the western side of the bridge. The steel arch pedestrian bridge span was approximately 160 feet and was designed to clear-span Vasona Lake without intermediate supports.

Sr. Geotechnical Engineer :: Uvas Creek Pedestrian Bridge | Kaufman and Broad | Gilroy, CA :: Mr. Trumbull was responsible for performing a geotechnical investigation for this steel span pedestrian bridge over Uvas Creek. He provided geotechnical design and construction criteria for drilled pier foundations and asphalt concrete pavements.

Sr. Geotechnical Engineer :: Water Supply Wells | City of Ukiah, CA :: Mr. Trumbull was responsible for performing an investigation of multiple potential municipal water well sites. Work included subsurface exploration, logging of soil and rock, and electronic logging. He evaluated subsurface conditions, electronic logs, and pump test data to determine water quality, flow and drawdown potential for multiple sites. He also consulted on well pump and turbine design, as well as screen size, screen intervals, gravel pack, and casing design. Mr. Trumbull provided oversight of well installation and pump testing of the production well; collected water samples for water quality testing; and compared results with State of California and U.S. EPA Drinking Water Standards. He also assisted in permitting the wells and test borings with Mendocino County and the State of California Department of Health Services.



Parastou Hooshalsadat, PE, QSD/QSP,
Sr. Project Engineer - Scour & Hydraulics/Hydrology



Education. M.S. Civil Engineering University of Arkansas, Fayetteville, 2007; B.S. Civil Engineering, Sharif University of Technology, Tehran, Iran, 1994

Certifications/Licenses.

- Professional Civil Engineer: CA
- Qualified SWPPP Developer/Practitioner
- NASSCO Pipeline and Manhole Assessment Certification (PACP and MACP)
- NASSCO Inspector Training and Certification Program for CIPP (ITCP)
- CWEA Collection System Maintenance, Grade 1

Project Engineer :: Pacific Northwestern Rail Trail Phase 2 | City of Ukiah, CA :: Ms. Hooshalsadat provided hydraulic/hydrology engineering for Ukiah's Pacific Northwestern Pacific Rail Trail Phase 2 project. GHD is the design engineer for this Class 1 trail project, currently in the final design phase of the project. The trail is nearly 1 mile long within the North Coast Railroad Authority (NCRA) Railroad Corridor between Commerce Drive and Talmage Road in Ukiah. The trail provides pedestrian and cyclists with safe access to amenities such as parks, a museum, shopping and a hospital. The trail also contains a bridge that spans Doolin Creek to allow emergency vehicles to access all portions the trail from a single direction.

Project Engineer :: SMART Civil Track Pathway | Sonoma Marin Area Rail Transit | Marin and Sonoma County CA :: Project engineer for the hydrologic and hydraulic analysis of creek crossings along the 70-mile rail project corridor from Larkspur to Cloverdale. Hydrologic events were modeled using TR-55 software, and flows were routed via creek channels and through structural rail crossings with HEC-RAS. Recommendations involving structure rehabilitation versus replacement were made based on hydraulic capacity analysis and established design criteria

Project Engineer :: Beach Road Storm Drain Improvement | Tiburon, CA :: Project Engineer to support hydrology and hydraulic (PCSWMM) modeling to reduce flooding at the intersection of Beach Road and Tiburon Boulevard and evaluate alternatives for separating the storm drainage systems, including installing a new pump station and outfall for the Beach Road drainage system. The analysis includes a summary of the hydrological analysis from PCSWMM modeling, proposed pump, and pipeline sizing, layouts and alignments, potential construction and permitting and environmental constraints, potential community impacts or areas of concern, and budgetary-level opinions of probable cost for each alternative.

Project Engineer :: Storm Drain Master Plan | City of Sonoma | Sonoma, CA :: Project Engineer for the master planning of the City's storm drain system including analysis of 46 miles of pipeline and a combined watershed drainage area of approximately 4,800 acres including Sonoma, Nathanson, Fryer and Schell Creeks. Hydrologic sub-basins were delineated using aerial survey data, and storm drain manhole profiles generated via field survey data. Using a combination of one-dimensional channel hydraulics and storm drain hydraulic modeling and a two-dimensional floodplain and street flooding hydraulic model, hydraulic analyses of these systems were dynamically coupled together to provide a mechanism to

assess deficiencies within the City's storm drain system and creeks and predict where localized flooding may occur.

Project Engineer :: Hydrologic Modelling Support - Justin Sienna Project | Justin Sienna High School | Napa, CA :: Project Engineer to perform hydrology (HEC-HMS) and hydraulic (EPA SWMM) modelling to assist with Justin Sienna drainage system design as part of Salvador Creek watershed. The necessary models were submitted to FEMA for a letter of map revision (LOMR). Water surface elevations were developed for the 10-year, 25-year, and 100-year recurrence interval, 24-hour duration storm events.

Project Engineer:: California Health Care Facility (CHCF) Design Build Package #1 | Granite Construction | Stockton, CA :: Project Engineer to perform hydrology (HEC-HMS) and hydraulic (S) modeling of the drainage system which also included facilities outside of the security fence. The drainage system was designed to hold 100-year runoff from more than 270 acres of area.

Project Engineer:: Lower Berryessa Creek Project | Santa Clara Valley Water District | Santa Clara County, CA :: Project Engineer responsible for hydraulic modeling (HEC-RAS) and quantity take-off of flood protection alternatives within Upper Calera Creek, Lower Calera Creek, Tularcitos Creek and Lower Berryessa Creek tributaries of Berryessa Creek located in an urbanized, residential neighborhood in Milpitas.

Project Engineer:: Browning Property Hydraulic Review | Mike Browning | Middletown, CA :: Project Engineer responsible for hydraulic analysis of the existing FEMA floodplain on the property and developing required HEC-RAS models to include in the CLOMR application. The property is located between Highway 29, right over bank of St. Helena Creek and left over bank of Putah Creek covering the area of 58.55 acres. Due to its location, both floodplain and floodway boundaries had been modified by revising encroachment stations in the models

Project Engineer:: Marinwood CSA13 Drainage Investigations | County of Marin | Marin, CA :: Project Engineer to review and conduct field inspections of storm drain structures for a 60-acre watershed, perform calculations and prepare data for computer modeling software (STORMCAD) in order to evaluate the existing storm drain system and determine measure for preventing future flooding in the area.



Richard Maddock, PLS

Survey Lead



Education. Survey and Land Use Courses,
Solano Community College, 1987

Certifications/Licenses.

- Professional Land Surveyor: CA

Land Surveyor :: Payran Street to Southpoint Boulevard Multi-Use Pathway | Sonoma Marin Area Rail Transit (SMART) | Petaluma, CA :: Mr. Maddock provided surveying services (topographical survey, utility coordination) for a 1.2-mile segment of pathway from Payran Street to Southpoint Boulevard in Petaluma, California, which will provide an important pedestrian connection between East and West Petaluma and be part of SMART's larger pathway system connecting its stations to the surrounding communities.

Land Surveyor :: Talmage Interchange Improvements | City of Ukiah, CA :: The project involves the design of geometric modifications to the existing Caltrans-owned freeway interchange in Ukiah. Mr. Maddock also assisted in sampling and report development for hazardous materials.

Land Surveyor :: Perkins Street and Orchard Avenue Intersection Improvements | City of Ukiah | Ukiah, CA :: Mr. Maddock conducted surveying for the design of traffic signal modifications and geometric improvements at this heavily utilized intersection in Ukiah, CA.

Land Surveyor :: Devlin Road (Segment H) and Vine Trail Extension | City of American Canyon, CA :: Mr. Maddock conducted boundary and topographic mapping for the Devlin Road extension to Green Island Road. He also prepared legal descriptions and plats for road right-of-way.

Land Surveyor :: OBAG Project: 5039 (023) Safe Routes to School, Phase 2 | City of Cloverdale, CA :: This is a federally funded project which involves a pedestrian pathway and sidewalk gap closures, ADA curb ramps, and restriping for Class II bike lanes (with green markings). Mr. Maddock prepared legal plats and descriptions for new sidewalk easements for the project, coordinating with the City's right-of-way agent for acquisition of real property rights and assistance with the right of way certification for the project. In addition, GHD prepared the NEPA technical studies for the project for the project NEPA document and prepared the request for authorization and PS&E submittal for construction spending authorization.

Land Surveyor :: Mare Island Force Main | Vallejo Sanitation and Flood Control District | Vallejo, CA :: Mr. Maddock led boundary research, and office and field work for a project which included topographic mapping along a 1-mile-long corridor for design and installation of a sanitary sewer force main and water line. Boundary determination involved the research and recovery of boundary monuments for all parcels involved. Mr. Maddock prepared legal descriptions and plats for easement.

Land Surveyor :: Behavioural Health Housing Unit (BHHU) Survey and Connector Corridor Survey | County of

Sonoma, CA :: Mr. Maddock led land surveying services and preparation of a title exceptions map, access and utility map, and legal description and plat map as part of the County's Real Estate Due Diligence Package to the State for funding for the proposed BHHU project in Santa Rosa. The scope included a site topographic survey and preparation of a site topographic and boundary map. Additionally, Mr. Maddock led development of a legal description and plat map associated with the construction of a new two-story connector corridor between the Main Adult Detention Facility (MADF) and the BHHU. A portion of the corridor will be located immediately adjacent to the MADF and then cross a driveway to connect to the BHHU. The land on which the connector corridor will be constructed requires an easement for legal purposes.

Land Surveyor :: School Surveys | Cotati Rohnert Park Unified School District | Cotati, CA :: This is an ongoing project for the Cotati Rohnert Park Unified School District. GHD has completed topographic mapping and boundary surveying and construction staking for six (6) schools in their district. These projects also required checking all ADA ramps and paths for compliance.

Land Surveyor :: Petaluma Complete Streets Project (STPL 5022(055) | City of Petaluma, CA :: This is a federally funded project, which limits include approximately 4,500 linear feet of Lakeville Street and East D Street, two heavily traveled arterials within the City. The project will rehabilitate the existing pavement section, reconstructed pedestrian curb ramps for ADA compliance, provide high visibility cross walks and/or rectangular rapid flashing beacons at pedestrian crossings, and incorporate Class II bike lanes or shared lanes throughout the project limits.

Land Surveyor :: Napa Road Rehabilitation Project (STPL-5114(017) | City of Sonoma, CA :: This is a federally funded project encompassing approximately 2,700 linear feet of Napa Road, an arterial roadway within the City. The project will rehabilitate the existing pavement section, reconstruct pedestrian curb ramps for ADA compliance, and reconfigure the roadway for Class II bike lanes or shared lanes throughout the project limits. GHD provided full federal aid services, including Caltrans Local Assistance coordination, field review, PES, NEPA technical studies, utility work, right-of-way certification, and preparation of federal authorization for construction.

Land Surveyor :: Napa River Park | City of Napa, CA :: Mr. Maddock provided survey services for this project using Lieca GPS and Lieca 1203 Total Station to map the upland and river bottom for design and pre-dredge earthwork calculations. He produced an all-encompassing map of the uplands and waterways, including utilities and structures along top of bank for slope analysis.



Brian Howard, PLS

Surveyor



Education. B.S. Survey and Photogrammetry, CSU Fresno; AS, Engineering, College of the Siskiyous

Certifications/Licenses.

- Professional Land Surveyor: CA

Survey Manager :: Wheatland Safe Routes to School | S.T. Rhoads Construction | Wheatland, CA :: Survey Manager for the construction staking for new sidewalks, curbs, gutters, pedestrian ramps, striping and signage. Performed the duties of Project Manager, Field Crew Member, and Office Surveyor. The project included setting offset stakes in existing pavement and behind walk at each 50 foot station, return, ramp and transition point. Offset stakes were also set for construction of drainage structures and radius points were set on curb returns.

Survey Manager :: Lance Gulch Road Construction Staking | Trinity County | Trinity County, CA :: Survey Manager and also performed the duties of a Field Crew Member, and an Office Surveyor. Provided right of way engineering for the acquisition of property for a new road alignment to join SR 3 and 299. The right of way engineering includes boundary surveying, preparation of legal descriptions and plats, monumentation, and filing a Record of Survey.

County Surveyor :: On-Call Surveying Services | Trinity County, CA :: Mr. Howard was responsible topographic surveying and mapping, right of way engineering, construction staking, and boundary resolution. Completed projects include:

- **East Connector Project:** Right of Way Engineering, Monumentation, and Record of Survey.
- **Lance Gulch Road Construction Staking:** Right of way engineering for the acquisition of property. This is a new road alignment to join SR 3 and 299. The right of way engineering includes boundary surveying, preparation of legal descriptions and plats, monumentation and filing a Record of Survey.

County Surveyor :: On-Call Surveying Services | Modoc County, CA :: Project Manager and Project Surveyor for map checking and working with the State Board of Registration on disciplinary actions. Completed projects include:

- **County Road 55 (Pencil Road)** Topographic and Right of Way Survey: Mr. Howard prepared a topographic survey map of Pencil Road from SR 299 to Modoc National Forest boundary (four miles), using GPS to establish geodetic control and RTK field surveying. The map included all natural and man-made features within the right of way and a DTM.
- **County Road 54 Safety Improvements**

County Surveyor :: On-Call Right-of-Way Engineering and Acquisition | Tehama County | Tehama County, CA :: Mr. Howard was responsible for preparing plats and legal descriptions to assist with right of way acquisition.

City Surveyor :: On-Call Services | City of Anderson | Anderson, CA :: Mr. Howard was responsible for right-of-way engineering and topographic surveys for the City.

City Surveyor :: On-Call Surveying Services | City of Sacramento | Sacramento, CA :: Mr. Howard was responsible for topographic surveying, project control, and as needed construction staking to the City under the On-Call agreement for the following projects:

- **Curtis Park Water Meter Retrofit:** Prepared project control and the topographic survey. Topographic Surveying of 36,000 lineal feet of residential streets to support the City's design of a water meter retrofit project. Survey limits included all natural and man-made features to a line five feet beyond the back of the side-walks on both sides of every street.
- **Greenhaven Drive and Rizza Ditch Topographic Surveys:** Topographic Surveying.
- **Lowden Park Trail:** Right of Way and Surveying.

Surveyor :: City of El Cerrito Fairview Drive Corridor Improvement | Contra Costa County, CA :: Topographic and right of way mapping of 1.9 miles of connector streets. The project included all topographic features and surface modeling of area within the street rights of way for the Fairview Drive Corridor Improvement Project.

Survey Manager :: Bridge over Van Duzen River near Zenia Construction Staking | Trinity County, CA :: Layout of abutments, piers, and approach roads.

Survey Manager :: Ralston Road Roundabout | City of Belmont, CA :: Topographic and Boundary Survey for roundabout design on Ralston Avenue and Notre Dame de Namur University.

Other related experience:

- 2012 El Dorado Trail, Segments 1 & 2 - Placerville
- O'Byrnes Ferry Road - Calaveras County
- Rocklin Road Complete Streets Roundabout Corridor - Rocklin
- Cabello Street Improvements - Shasta Lake City

Certification/Training:

- Advanced BLM Cadastal Workshop
- Hypack Hydrographic Training Seminar
- Water Boundaries for California Land Surveyors



Matthew Vander Dussen, PLS

Survey Support



Education. BS, Great Basin College, Elko, NV, 2013

Certifications/Licenses.

• Professional Land Surveyor: CA #9355

Surveyor Technician :: Beverly Drive Traffic Calming and Pedestrian Improvements/San Carlos Avenue Pedestrian Improvements | City of San Carlos, CA ::

Mr. Vander Dussen was responsible for accurate survey data collection and assisting land surveyor during field surveys to support the design and construction of improvement measures needed to enhance the pedestrian and vehicle safety in the Beverly Drive corridor as well as along San Carlos Avenue. Also provided the needed expertise in the office to map the incoming survey data collected during the field surveys to produce the mapping for each project site, which will be utilized by city engineers as a base map for the design of much needed improvements.

Surveyor Technician :: SMUD Iowa Hill Connector Roads and Slab Creek Boat Ramp | McMillen Jacobs Associates | Camino, CA ::

Surveyor Technician responsible for accurate data collection during a field survey as well as for drafting all data into a Topographic Survey to support the engineering design of a number of improvements for the multi faceted Iowa Hill project. Also responsible for drafting boat ramp exhibits for the preliminary design alternatives memorandum; drawings and sketches showed the location, size and key components for each boat ramp alternative.

Surveyor Technician :: PG&E Caribou 2 Penstock | Mead & Hunt | Caribou, CA ::

Surveyor Technician responsible for accurate data collection during fieldwork and for providing the needed expertise in the office to map the incoming survey data collected during the topographic survey and producing a master drawing to support slope and drain improvements in the vicinity of PG&E's Caribou 2 Penstock. Fieldwork included detailed surveys at the locations of three existing culvert/pipes crossing under forest service roads, at drainage waterfall, at Anchor Block 4 and the uphill area that drains to the block as well as a topographical survey of a large forested area utilizing aerial LiDAR and terrestrial GPS surveying techniques.

Surveyor Technician :: City of Placerville Western Placerville Interchanges | Vali Cooper & Associates | Placerville, CA ::

Surveyor Technician responsible for providing survey services during construction of the Fair Lane Realignment and new Ray Lawyer Drive westbound onramp for the City of Placerville. Member of construction staking crew for clearing, grading, retaining wall placement and construction, underground utility improvements, curb, gutter and sidewalk additions, paving and signage. The City of Placerville is the lead agency for the project under a Cooperative Agreement with the State of California Department of Transportation (Caltrans).

Surveyor Technician :: SMUD Iowa Hill Staging Area at Smith Flat | McMillen Jacobs Associates | Placerville, CA ::

Surveyor Technician responsible for accurate data collection during a field survey as well as for drafting all data

into a Topographic Survey to support the development of approximately five acres into a staging area for a complex project in nearby Camino, California. Improvements included a non paved construction parking area, drainage ditches, fire water service from an existing water tank if required, and a stockpile and borrow site.

Surveyor Technician :: EID FERC C40 Ogilby Creek Gaging Station | EID | El Dorado County, CA ::

Surveyor Technician responsible for accurate survey data collection and assisting land surveyor during field survey from the Ogilby Creek diversion, spillway and canal terminating at the Project 184 flume. Also provided the needed expertise in the office to map the incoming survey data that will support the conceptual design and construction of a new H flume. Part of El Dorado Irrigation District's FERC Project 184, the new H flume will measure required minimum creek flows.

Surveyor Technician :: Flume 44 Replacement Project | EID | Pollock Pines, CA ::

Surveyor Technician responsible for accurate survey data collection and assisting principal land surveyor during topographic and tree surveys of three areas of work as well as providing the needed expertise in the office to map the incoming survey data. Work included the completion of the LiDAR Survey Project—mapping for all of the major drainages flowing north of the canal to the South Fork of the American River (SFAR). The LiDAR base mapping of the entire length of the El Dorado Canal, FERC Project 184, to be used for entry into the District's GIS system and future project planning.

Surveyor Technician :: Main Ditch Forebay to Reservoir 1 WTP | EID | Pollock Pines, CA ::

Surveyor Technician responsible for accurate survey data collection and assisting principal land surveyor during a topographic survey to support the alignment of the 3 mile long Upper Main Ditch as well as the existing valve house and treatment facilities' connection at the respective ends of the ditch. Also provided the needed expertise in the office to map the incoming survey data. The upper section of the ditch conveys water from the Forebay Reservoir to the inlet of the Reservoir 1 Water Treatment Plant. Accessible by the public, the section lies within an existing drainage easement.



Mary Stewart, PLA Senior Design Associate



Education. Certificate, NCI Charrette Management and Facilitation, 2010; Certificate, Landscape Architecture, UC Berkeley Extension, 2003; B.S. Intl Studies, University of OR, 1991

Certifications/Licenses.

- Professional Landscape Architect: OR #913

Senior Designer :: Pacific Northwestern Rail Trail Phase 1 | City of Ukiah, CA :: Ms. Stewart served as Senior Designer on the construction documents prepared for the now completed Phase I from Clara Avenue to E Gobbi Street.

Senior Design Associate :: Pacific Northwestern Rail Trail Feasibility Study | City of Ukiah, CA :: Ms. Stewart as Senior Design Associate on the project and has been involved from feasibility through Phase II. Work included creating conceptual designs, developing a trail management and safety plan, developing complete plans, specifications, and construction cost estimates.

Phase I extends from Clara Street in the north to Gobbi Street in the South. Phase II extends from Gobbi Street in the north to Commerce Drive in the south. Construction of Phase I began in 2013 with about 4,300 feet of new paved trail along the west side of the railroad tracks. Work included developing three street crossings and several connections to other adjacent streets along the alignment. Construction of Phase II is anticipated to begin summer of 2019 with about 4,200 feet of new paved trail along the east side of the rail road tracks.

Designer :: Arcata Rail-with-Trail | City of Arcata, CA :: The Arcata Rail-with-Trail is a unique opportunity to develop a trail that shares right-of-way with a historic rail line located in Humboldt County. Working with the City of Arcata, Alta collaborated with the local rail operator and owner to develop a trail design and management plan that will allow the trail and railroad to co-exist. The proposed trail begins in the City of Arcata and ends along Humboldt Bay south of the City. Significant challenges to the project included a number of water and wetland crossings that will be necessary to design and permit and providing designs to allow users to cross roads and the railroad tracks in a safe manner. Mary led design development of the L Street Woonerf, Gannon Slough Overlook, Wastewater Treatment Plant Trailhead and Bracut Trailhead, as well as interpretive subjects and elements.

Public Outreach Coordinator and Project Manager :: Humboldt Bay Trail | County of Humboldt; City of Arcata, CA :: Alta is teamed with GHD to determine the final alignment of the Humboldt Bay Trail South. The project is a proposed Class I bike path along the North Coast Railroad Authority (NCRA) and Caltrans Highway 101 corridor between Bracut and Eureka. Mary is the project manager leading Public Outreach, Route Determination, providing QA/QC of Preliminary Design, and developing construction documents for Wayfinding and Site Amenities. Once complete, the project will result in a continuous 13-mile-long non-motorized trail from Sunset Avenue in Arcata,

to the southern terminus of the Hikshari' Trail in Eureka and become a component of the California Coastal Trail.

Project Manager :: Midtown East-West Connector | City of Palo Alto, CA :: Ms. Stewart is the Project Manager for the Midtown Connector, a feasibility study with a robust community engagement plan. The Midtown Connector project involves the identification and study of up to five active transportation routes, preparation of more precise plans and environmental review for the preferred alternative, securing permits and access agreements, and design of the preferred alternative.

Senior Designer :: CVLink | Coachella Valley, CA :: Ms. Stewart served as Senior Designer for the master plan phase of the 80+ mile-long CV Link multimodal park/pathway project. Once complete, the CV Link will connect nine cities within California's Riverside County region. The team is preparing a parkway master plan, a Low Speed Electric Vehicles (LSEV) Plan, and construction documents for segments identified for early action, including design of signature site elements, access points, gateways, wayfinding, and signage elements.

Senior Designer :: Ninth Street Bicycle Boulevard Extension - Phase I and Phase II | City of Berkeley, CA :: Alta was contracted by the City of Berkeley to design and prepare construction documents for a multi-use pathway that connects the 9th Street Bicycle Boulevard in Berkeley to the Emeryville Greenway at the south city limit. The project required designing within a constrained right-of-way while providing stormwater treatment and native plantings, lighting, site furnishings, and wayfinding. In addition to the multi-use pathway, the project includes safe connections from surrounding neighborhoods. Ms. Stewart developed the design, and managed the development of construction documents for Phase II, which was completed in 2011. She is Senior Adviser on Phase II, which is in design and expected to bid in 2018.

Senior Designer :: Mojave Riverwalk | City of Victorville, CA :: The 9-mile trail will connect downtown Victorville on Historic Route 66 to Victor Valley Community College and the future trails in Hesperia to the south. The project includes alignments through rare high desert riparian areas, and historic Route 66 sites. In addition to the shared-use trail, the design included a gateway feature, amphitheater with shade structure, wayfinding and interpretive signage, native plantings, lighting, and site furnishings. Ms. Stewart managed the development of construction documents for Phase I and is involved in early planning for phase II.



Michael Rose, PLA

Planning and Landscape Design Support



Education. Master of Urban and Regional Planning, Portland State University, 2004; B.L.A. University of Oregon, 1996

Certifications/Licenses.

• Professional Landscape Architect: OR

Project Manager :: Pacific Northwestern Rail Trail Feasibility Study, Phase 1 and Phase 2 | City of Ukiah, CA :: Mr. Rose served as Alta's Project Manager on the feasibility study and Phase I project and is Alta's PIC on Phase II. Work included creating conceptual designs, developing a trail management and safety plan, developing complete plans, specifications, and construction cost estimates. Phase I extends from Clara Street in the north to Gobbi Street in the South. Phase II extends from Gobbi Street in the north to Commerce Drive in the south. Construction of Phase I began in 2013 with about 4,300 feet of new paved trail along the west side of the railroad tracks. Work included developing three street crossings and several connections to other adjacent streets along the alignment. Construction of Phase II is anticipated to begin summer of 2019 with about 4,200 feet of new paved trail along the east side of the rail road tracks.

Project Manager :: Humboldt County California Coastal Trail | Redwood Community Action Agency (RCAA), CA :: Alta provided the Redwood Community Action Agency (RCAA) with site analysis, route evaluation, planning, design, prioritization, implementation recommendations, and final document production for the California State Coastal Conservancy's Humboldt Coastal Trail Implementation Strategy. Alta worked closely with RCAA, local team members, project partners, and the SCC to coordinate a detailed review of institutional obstacles and project opportunities to move the Humboldt portion of the California Coastal Trail into the first phase of implementation. Alta further contributed to public involvement, policy review, GIS-based alignment analysis, trail demand modeling, and site-specific project implementation strategy recommendations.

Planner :: Arcata Rail-with-Trail | City of Arcata, CA :: The Arcata Rail-with-Trail is a unique opportunity to develop a trail that shares right-of-way with a historic rail line located in Humboldt County in Northern California. Working for the City of Arcata, Mike worked with the local rail operator and owner to develop a trail design and management plan that will allow the trail and railroad to co-exist. The proposed trail begins in the City of Arcata and ends along the Humboldt Bay south of the city. Significant challenges to the project included a number of water and wetland crossings that will be necessary to design and permit and providing designs to allow users to cross roads and the railroad tracks in a safe manner.

Project Manager :: Crescent City Harbor Waterfront Design | Crescent City Harbor District, CA :: Alta collaborated as part of a project team for the Crescent City Harbor District to redesign the harbor to be a welcoming place for visitors. Mr. Rose served as Project Manager, and led the wayfinding and interpretive elements from conceptual design to full construction documentation. Crescent City has a working harbor with many opportunities for visitors to learn

about fishing and the history and culture of the region; Alta designed a wayfinding and interpretive sign system that will clearly direct visitors to many attractions within the harbor. In addition, Alta completed an alignment study and conceptual designs to determine where the waterfront promenade and California Coastal Trail (CCT) routes should be located within the harbor district property. The promenade and CCT routes are distinguished with wayfinding elements that are unique to each route, while complementary to the overall harbor design.

Project Manager :: Fernandez Ranch Public Access Plan | Muir Heritage Land Trust | Contra Costa County, CA :: Fernandez Ranch is a parcel of land owned by the Muir Heritage Land Trust that is being developed into a park with up to 10 miles of hiking, biking, and equestrian trails. Parts of the site have breathtaking views overlooking the Northern San Francisco Bay. Mr. Rose worked closely with the trail steward from the Bay Area Ridge Trail to lay out and map the first phase of proposed trails. Alignments were flagged in the field and recorded with a handheld GPS to be mapped and stationed for cost estimates. Mr. Rose managed the project and oversaw the production of the final drawings, specifications, and cost estimates.

Project Manager :: CVLink | Coachella Valley, CA :: As Project Manager, Mr. Rose is overseeing a team of nine firms for the development of this multi-use pathway through the Coachella Valley. CVLink will connect the nine mid-valley cities in Phase I and eventually add the remaining cities in a future phase. Alta authored the master plan for the CVLink and is now leading design and engineering. The first segment broke ground in late 2016, with additional segments to follow until completion in late 2018.

Public Outreach Manager :: Highway 101 Improvements | Smith River Rancheria, CA :: The Highway 101 corridor through the Smith River Rancheria and the community of Smith River has a high crash rate. In an effort to improve the safety of this corridor, Alta is working with the community to recommend safety improvements along the highway. Mr. Rose visited the site and met with members of the community to learn about the history and culture to help develop solutions that fit the context and the community. Recommendations included highway design changes, new landscaping and lighting, and new community gateway signs.

Project Manager :: Amargosa Creek Pathway | City of Lancaster, CA :: Mr. Rose served as the Project Manager, preparing design and construction documents for this 1.5-mile multi-use trail and 20-car trailhead. Plants and construction materials were selected to harmonize with the surrounding Mojave Desert environment. Improvements included site furnishings, a restroom building, signage, drip irrigation system, paving, grading and drainage plans, and a parallel decomposed granite trail.



Brian Burchfield, PLA Design Associate



Education. B.L.A. California Polytechnic University, San Luis Obispo, 2008

Certifications/Licenses.

- Professional Landscape Architect: CA #6173

Project Manager :: Pacific Northwestern Rail Trail Phase 2 | City of Ukiah, CA :: Mr. Burchfield is Alta's Project Manager and lead Landscape Architect on the Ukiah rail-with-trail project. He is developing construction plans, specifications and estimates for the landscape elements of work. Brian coordinated with the local Native Plant society to develop a plant palette of hardy, drought tolerant native plants and trees that would survive without supplemental irrigation once established and sourced the plants through the local Horticultural dept. at Mendocino College. The Phase II trail design extends from Gobbi Street in the north to Commerce Drive in the south. Construction of Phase II is anticipated to begin summer of 2019 with about 4,200 feet of new paved trail, landscape and lighting along the east side of the rail road tracks.

Project Manager :: Mountain View and Sunnyvale Bay Trail Improvements | Santa Clara County, CA :: Alta led a design project to resurface and improve the Bay Trail from Crittenden Lane in Mountain View to Carl Road in Sunnyvale, a distance of four miles. The primary objective of the project was to improve safety and function for bicyclists while staying consistent with the rustic aesthetic and permeable pavement requirements of the Don Edwards National Wildlife Refuge through which the trail passes. Brian managed the consultant team through the complex design and permitting process. He also provided bid and construction administration services.

Project Manager :: Cupertino Union Pacific Rail with Trail Study | Cupertino, CA :: Alta completed a feasibility study for this proposed 8.7-mile rail-with-trail project that runs through the heart of California's Silicon Valley. Key issues included development of strategies for securing right-of-way from Union Pacific, addressing safety concerns brought on by the railroad as well as crossings of 18 roadways, building consensus with surrounding neighborhoods, addressing environmental issues presented by five nearby creeks that provide habitats for federally listed species, incorporating historic aspects of the trail in the project (including recognition of it as a route of a 14th century Spanish explorer), and addressing the impacts of existing utilities within the corridor on the trail alignment. Alta coordinated the effort with four cities the trail passes through - Cupertino, Saratoga, Campbell, and Los Gatos.

Design Lead :: East Palo Alto Highway 101 Pedestrian/Bicycle Overcrossing | City of East Palo Alto, CA :: Alta is currently leading a feasibility study of a Class I pedestrian/bicycle overcrossing structure that would provide a direct connection between the south side and north side of East Palo Alto across US Highway 101. Providing an independent pedestrian/bicycle overcrossing over Highway 101 will enhance public safety, promote walking and bicycling, and reduce vehicular trips. Brian led the design of the landscaping and irrigation construction documents. He closely coordinated with the City of East Palo Alto and Caltrans on the project.

Project Manager :: Suisun Valley Bicycle and Pedestrian Improvements Project | Solano County, CA :: Alta led the preliminary design and complete PS&E for the Mankas Corner staging area in Solano County, CA. The purpose of the project was to enhance and encourage local bicycle and pedestrian visitation to Suisun Valley's open-space recreational opportunities, agricultural businesses, and popular agri-tourist destinations by safely accommodating all users. In addition to the safety improvements, Alta designed a series of architectural features and signage to unify the intersection under a rural design aesthetic.

Project Manager :: Matadero Creek Trail Feasibility Study | City of Palo Alto, CA :: Mr. Booth provided design support, feasibility planning, public outreach, and design services for developing a creek trail within the Midtown neighborhood. Up to five on-creek and off-creek (on-street) corridors were assessed for suitability/feasibility using a multi-criteria and GIS-based analysis. Additional trail analysis included compatibility and access to future potential over/undercrossings of the Caltrain and Highway 101 corridors.

Planner :: Napa Valley Vine Trail Feasibility Study | Napa County Transportation and Planning Agency, CA :: The Napa Valley Vine Trail concept emerged in response to the Napa Valley's commitment to providing transportation options, tourism opportunities, and a strong desire to enhance the quality of life for residents throughout the Valley. Alta completed a feasibility analysis and conceptual design master plan for the Napa County Transportation and Planning Agency that is a critical step in moving this vision toward reality. The completed trail will extend from the Town of Calistoga to the City of Vallejo, a distance of nearly 50 miles. The feasibility study included analysis of three alternative alignments, one of which evaluated a rail-with-trail option. The feasibility addressed a suite of issues including agricultural and resource management considerations, floodway and riparian zone management, on-street accommodation of pedestrians and bicyclists through constrained segments, and accommodation of multi-use pathways in an active railroad right of way. Mr. Burchfield prepared concept level alignment, plan-view, and cross-section graphics for the feasibility study.

Project Manager :: Trails Projects | Town of Los Altos Hills, CA :: Alta was contracted to complete design of several small trail projects. The various trail projects presented a number of design and environmental issues, including: road widening, creek bank protection, obtaining permits, stairway and retaining wall design, and drainage modification. Alta and its team of sub-consultants created trails, bridges, and stairways with a rural design aesthetic to provide safe pedestrian passage along a steeply sloped easement.



Ryan Booth

Designer



Education. BS, Landscape Architecture, The Ohio State University, 2009

Designer :: Pacific Northwestern Rail Trail Phase 2 | City of Ukiah, CA :: Mr. Booth provided design support on this trail project that was identified as a high priority implementation project in Ukiah's Bicycle Master Plan, a document that Alta prepared. Ryan helped prepare construction plans and developed the hydroseed mix for the 1.5 mile rail-with-trail facility. The Phase II trail design extends from Gobbi Street in the north to Commerce Drive in the south. Construction of Phase II is anticipated to begin summer of 2019 with about 4,200 feet of new paved trail, landscape and lighting along the east side of the rail road tracks.

Designer :: Cupertino Union Pacific Rail with Trail Study | Cupertino, CA :: Mr. Booth produced technical and illustrative graphics for the Alta feasibility study for a proposed 8.7-mile rail-with-trail project that runs through the heart of California's Silicon Valley. Key issues included development of strategies for securing right-of-way from Union Pacific, addressing safety concerns brought on by the railroad as well as crossings of 18 roadways, building consensus with surrounding neighborhoods, addressing environmental issues presented by five nearby creeks that provide habitats for federally listed species, incorporating historic aspects of the trail in the project (including recognition of it as a route of a 14th century Spanish explorer), and addressing the impacts of existing utilities within the corridor on the trail alignment. Alta coordinated the effort with four cities the trail passes through - Cupertino, Saratoga, Campbell, and Los Gatos.

Designer :: Mission San Jose Multimodal Corridor Concept | City of Fremont, CA :: Alta was selected by the City of Fremont to provide On-Call transportation planning services projects. Alta is developing alternative designs to calm traffic and improve the streetscape conditions on Mission Boulevard between Washington Boulevard and Pine Street in Fremont. Ryan is serving as a designer providing support with conceptual design and alternatives analysis. He also supports the development of plans and illustrative graphics to communicate and document the project design.

Designer :: Middle Avenue Pedestrian and Bicycle Rail Crossing Study | Menlo Park, CA :: Menlo Park is looking to develop concepts and preliminary designs for a grade separated pedestrian and bicycle crossing of the Caltrain tracks in Menlo Park near the intersection of El Camino Real and Middle Avenue. Alta is leading the study and creating construction documents for the pedestrian and bicycle rail crossing in Menlo Park on Middle Avenue. Ryan provided graphics support for this project.

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AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Northern California Power Agency Solar Project 1, and Approve Corresponding Budget Amendment (EUD).

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Agreement](#)

[Attachment 2 - Resolution](#)

Summary: City Council will consider adopting a resolution authorizing the City Manager to execute a second phase agreement for Northern California Power Agency (NCPA) Solar Project 1 and identify sites to consider for possible solar project development.

Background: NCPA and its members are working to develop multiple photovoltaic solar power plants throughout member service territories to help meet State-mandated renewable energy requirements.

Discussion: In August 2016, NCPA presented the Utility Directors with a concept for an NCPA managed behind-the-meter solar project consisting of a series of solar plants, each ranging in size from approximately one to 10 megawatts (MW) located throughout participating member service territories. Depending on final sited selection by each member, the total of the individual projects is estimated to reach a total project capacity

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the Second Phase Agreement for Northern California Power Agency (NCPA) Solar Project 1 to consider possible solar project development, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

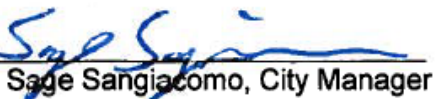
PROPOSED BUDGET AMOUNT: \$382,250; FY 18-19; 80126100.80220.18089

FINANCING SOURCE: \$382,250; FY 18-19; 800 Fund Balance (Greenhouse Gas Proceeds)

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Northern California Power Agency, Mel Grandi, Electric Utility Director

Approved: _____


Sage Sangiacomo, City Manager

of approximately 40 MW. All projects are scheduled to be operational by the end of 2019.

There are currently nine NCPA members participating in the project, including Ukiah. Other initial participating members include Alameda, Healdsburg, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding and Lodi. The project would be managed by NCPA to oversee all activities required to assess the feasibility of each potential site identified by members and to perform all necessary due diligence and preparation required to execute a Power Purchase Agreement (PPA) with a third party.

The project includes three phases. Phase 1 is complete with participating members and initial potential sites evaluated for solar plant installation. Phase 2 will include execution of a Second Phase Agreement with NCPA by all participating members and will be broken down into four sub-phases as follows:

PHASE 2:

2A - ACTIVITY: Site Recommendations (selection of best sites); ESTIMATED COSTS - 15,000

2B - ACTIVITY: Site Screening (availability of interconnection facilities; site conditions; performance capabilities; land availability); ESTIMATED COSTS - \$28,000

2C - ACTIVITY: Preliminary Planning/Development (conceptual drawings; site preparation; permit requirements; ESTIMATED COSTS - \$69,000

2D - ACTIVITY: Early Project Development and Financing (environmental review; financial engineering; issue Request for Proposals and select project developer) ESTIMATED COSTS - \$270,250

Upon approval of the Second Phase Agreement, NCPA will have authorization to expend monies associated with the cost of Phases 2A and 2B. Authorization for costs beyond 2B will depend on final site selection by each participating member and be authorized only by execution of a Project Development Authorization Form which will direct NCPA to continue work into Phases 2C and 2D. It is proposed that once the site(s) are approved by the City Council, the City Manager be granted the authority to execute Project Development Authorization Forms as required to move the selected sites forward to development.

Final Phase 2 project costs will depend on the number of member participants, project capacity and location. The estimated costs of up to \$382,250, identified above, assume selection of up to three sites for Ukiah with an estimated project capacity of 2 MW. The more sites needed to achieve Ukiah's goal of a two MW project, the higher the costs will be within the range identified above.

Phase 3 will include execution of a PPA between NCPA and a third party in addition to execution of a Third Phase Agreement between NCPA and participating members obligating participants to the terms and conditions of the PPA.

Investing in this project supports the Ukiah Electric Utility Strategic Plan goal of maintaining a cost-effective power portfolio. The joint purchases and shared contractors proposed as part of these efforts will provide economies of scale, and the aggregation of plants as a single project may provide opportunities for a prepay PPA option ultimately reducing the power purchase price for Ukiah. This project will also help Ukiah meet Renewable Portfolio Standard requirements through 2030. Finally, direct connection within a member's distribution system will help avoid increasing transmission charges. It is estimated that the initial investment of \$382,250 will pay for itself in approximately four years based on projected transmission cost savings alone.

FISCAL IMPACT: Depending on the number of sites selected, Ukiah's share of the costs for the Second Phase Agreement (Attachment 1) will not exceed \$382,250.

FUNDING AVAILABLE: Costs will be funded by greenhouse gas free allowance proceeds as authorized via

Resolution (Attachment 2).

**SECOND PHASE AGREEMENT FOR
NCPA SOLAR PROJECT 1**

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This SECOND PHASE AGREEMENT FOR NCPA SOLAR PROJECT 1 ("this Agreement") is dated as of April 4, 2018 by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and the signatories to this Agreement other than NCPA ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects.

D. NCPA and each of the Participants are interested in developing additional Renewable Energy Supply to meet the future demands of the Participants.

E. NCPA, working in collaboration with Participants, proposes new solar photovoltaic generation facilities (individual photovoltaic generators referred to herein as “Generating Plants”), located in or near Participants’ service territories, with anticipated individual project sizes ranging from less than 1 megawatt (“MW”) and up to 16 MW, with a total project capacity of up to approximately 35 MW (“NCPA Solar Project 1”).

F. The Parties desire to utilize NCPA as a project manager to oversee study, planning, and operations of the Project, and plan to solicit services of a third party (“Seller”) to develop, own, and operate the Project during its initial term of commercial operations.

G. This Agreement is intended to cover all pre-construction activities associated with the development of the Project. The Parties desire to divide Phase 2 activities authorized under this Agreement into four (4) sub-phases, designated as Phase 2A (Site Recommendation), 2B (Site Screening), 2C (Preliminary Development and Planning), and 2D (Project Development and Financing). This agreement is intended to authorize NCPA and Participants to initiate, fund, and complete activities of Phases 2A and 2B; and to describe subsequent processes and approvals needed in order to authorize NCPA to initiate Phase 2C and 2D activities.

H. Each Participant is authorized by its Constitutive Documents to obtain electric capacity and energy for its present or future requirements, through contracts with NCPA or otherwise.

I. To enable NCPA to develop additional Renewable Energy Supply and negotiate and enter into the Renewable PPA on behalf of the Participants, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, NCPA and the Participants wish to enter into this Agreement to provide all means necessary for NCPA to perform its duties under this Agreement, and to enable and obligate the Participants to pay NCPA for all costs its incurs for undertaking the foregoing activities.

J. The Parties desire NCPA to commence work on Phase 2A, if necessary, and Phase 2B activities on or shortly after the Effective Date of this Agreement.

K. The Parties desire all Generating Plants developed under this Agreement to enter commercial operations within a three-month window of each other and that all Generating Plants reach completion not later than December 31, 2019.

L. Contingent upon negotiating mutually acceptable terms and conditions with one or more prospective suppliers, NCPA will present the proposed Renewable PPA to the NCPA Commission for review and approval. Contemporaneously, NCPA will seek final approval from Participants through a Third Phase Agreement for the Project that would govern the rights and obligations of NCPA and Participants related to the sale and purchase of Products.

M. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

N. The Parties desire to equitably allocate costs of NCPA's provision of services under this Agreement among the Participants, with costs of each site and each sub-process established in Section 3.5 of this Agreement.

O. The Participants further desire, insofar as possible, to insulate other Members who are not Participants, from risks inherent in the services and transactions undertaken on behalf of the Participants pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Agreement" means this Second Phase Agreement for NCPA Solar Project 1 including all Exhibits attached hereto.

1.1.2 "Authorizing Participants" means a subset of Participants that grant written authority to NCPA to commence Phase 2C and Phase 2D activities of this Agreement, using a Project Development Authorization Form found in Exhibit D of this Agreement.

1.1.3 “Authorized Project Site” means the Generating Plant that NCPA will conduct Phase 2C and Phase 2D activities for, as directed by Authorizing Participants using a Project Development Authorization Form. There may be multiple Authorized Project Sites addressed under this Agreement.

1.1.4 “Capacity Attributes” means any and all current or future defined characteristics consistent with the operational limitations of the Project, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including resource adequacy benefits, Flexible Capacity Benefits, and any tracking or accounting associated with the foregoing, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, attributed to or associated with the Project.

1.1.5 “Constitutive Documents” means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder with respect to the governance of NCPA, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its City Charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant’s governing body.

1.1.6 “Effective Date” shall have the meaning set forth in Section 9 of this Agreement.

1.1.7 “Energy” means electric energy expressed in units of kWh or MWh.

1.1.8 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, as the case may be, and its displacement of conventional energy generation. Environmental Attributes include: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as, but not limited to, a Renewable Energy Certificate (“REC”).

Environmental Attributes do not include: (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project, and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by Seller or the owners of the site for the destruction of particular pre-existing pollutants or the promotion

of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

1.1.9 “Flexible Capacity” has the meaning set forth in the CAISO Tariff.

1.1.10 “Flexible Capacity Benefits” means the rights and privileges attached to any generating resource that satisfy any entity’s Flexible Capacity requirement.

1.1.11 “Generating Plants” shall have the meaning as defined in the Recitals of this Agreement.

1.1.12 “Initiating Members” shall have the meaning as set forth in Section 5.2.

1.1.13 “NCPA” has the meaning set forth in the preamble hereto.

1.1.14 “Participant” has the meaning set forth in the Recitals of this Agreement.

1.1.15 “Power Management and Administrative Services Agreement” means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.16 “Product” means Energy, Capacity Attributes and Environmental Attributes delivered to the Participants pursuant to the Renewable PPA.

1.1.17 “Project” means the NCPA Solar Project 1 as defined in the Recitals of this Agreement.

1.1.18 “Project Development Authorization Form” is Exhibit D of this Agreement, and one form is required for each site for which NCPA will conduct Phase 2C and Phase 2D activities.

1.1.19 “Party” or “Parties” has the meaning set forth in the preamble hereto; provided that “Third Parties” are entities that are not Party to this Agreement.

1.1.20 “Renewable Energy Supply” refers to power supply resources eligible for use under the Renewable Portfolio Standard Program.

1.1.21 “Renewable PPA” means the Power Purchase Agreement to be negotiated by NCPA and Seller, under which NCPA, on behalf of the Participants, purchases Product from newly constructed solar photovoltaic resources.

1.1.22 “RPS” or “Renewable Portfolio Standard Program” means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

1.1.23 “Seller” has the meaning set forth in the recitals of this Agreement.

1.1.24 “Term” has the meaning set forth in Section 9.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms “herein,”

“hereto,” “herewith” and “hereof” are references to this Agreement taken as a whole and not to any particular provision; the term “include,” “includes” or “including” shall mean “including, for example and without limitation;” and references to a “Section,” “subsection,” “clause,” “Appendix”, “Schedule”, or “Exhibit” shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a “day” shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Purpose.

The purpose of this Agreement is to establish the rights and obligations of the Parties, define Phase 2 activities and sub-phases, and establish a cost allocation methodology for Phase 2 activities.

Section 3. Authorities, Obligations, and Allocation of Project Cost.

3.1 Authorities.

3.1.1 Upon the Effective Date of this Agreement, NCPA is hereby authorized to conduct all work necessary to complete its obligations of Phase 2A and Phase 2B.

3.1.2 NCPA shall conduct all work necessary to complete its obligations under Phase 2C and Phase 2D upon full execution of a Project Development Authorization Form, with a template attached hereto as Exhibit D. Such form shall apply to a single Authorized Project Site and shall become effective when signed by NCPA and all Authorizing Participants of the Authorized Project Site.

3.2 Obligations of NCPA. Upon the Effective Date of this Agreement, NCPA shall commence work pertaining to its duties under Phase 2A and/or Phase 2B, as described further below. Upon the effective date of a Project Development Authorization Form, NCPA shall commence work pertaining to its duties under Phase 2C and Phase 2D, as described further below. NCPA, on behalf of itself and Participants, shall act as lead or responsible agency for the purposes of environmental review of the Project, shall act as project manager for all Phase 2 activities, and is responsible for engaging necessary expert professional services including those of NCPA staff. NCPA shall divide Phase 2 activities into 4 sub-phases, defined below.

3.2.1 Phase 2A (Site Recommendation): NCPA shall assist Participants that have provided multiple potential sites in a single service territory to identify the best site(s) for further evaluation in subsequent Phase 2 sub-processes.

3.2.2 Phase 2B (Site Screening): NCPA shall complete a feasibility study for each proposed site listed in Exhibit C. For Participants that have identified multiple potential sites in a single service territory, NCPA shall conduct a Phase 2B feasibility study only for those sites identified in Phase 2A for subsequent Phase 2 sub-phases, or as mutually agreed to in writing by NCPA and the Participant(s) of the selected sites. NCPA shall deliver a “Go / No Go” determination for each project site. NCPA shall advance the due diligence investigation required for each proposed site, initiate environmental studies, initiate financial planning, and complete a feasibility assessment for each proposed site. Participants may also opt, at an additional cost, for a Storage Feasibility Study to determine the technical and economic feasibility of incorporating energy storage (e.g. batteries) at their site.

3.2.3 Phase 2C (Preliminary Development & Planning): NCPA shall finalize project design and specifications, prepare conceptual physical and electrical layout diagrams, provide capital, identify site preparation requirements, identify permit requirements, and identify other risks and recommendations.

3.2.4 Phase 2D (Project Development and Project Financing): NCPA shall complete CEQA review; gain site control; complete financing arrangements; and negotiate a Renewable Energy Power Purchase Agreement (“Renewable PPA”) to purchase electric capacity, energy, and environmental attributes produced by eligible

renewable resources for the benefit of the Participants' customers, and to include an option to purchase the project facilities from the third party at a future date.

3.3 Obligations of Participants.

3.3.1 Participants hereby agree to continue to pay or advance to NCPA its allocated share of the costs authorized by Participants in accordance with this Agreement in connection with its participation in the Project.

3.3.2 Upon execution of this Agreement, Participant shall identify the individual who is authorized to initiate Phase 2C and Phase 2D activities using a Project Development Authorization Form. Participants' designees shall be listed in Exhibit A.

3.4 Obligations of the Parties. NCPA and Participants hereby agree to conduct all necessary work, secure all necessary authorities, transmit all necessary forms, and to work collaboratively to complete all Phase 2 activities in a timely manner, with the goal that all facilities developed under this Agreement enter commercial operations within a three-month window of each other and that all Generating Plants reach completion not later than December 31, 2019.

3.5 Project Costs and Cost Allocation.

3.5.1 Project Costs. Estimated costs for each sub-process at each site are listed in Exhibit C, including a 15% contingency. Upon execution of this Agreement, NCPA is authorized to expend funds listed in Exhibit C to conduct Phase 2A and Phase 2B activities for each site for Parties to this Agreement. NCPA is authorized to expend funds

for Phase 2C and Phase 2D activities, contingent upon receiving a duly authorized written consent from Authorizing Participants under a completed Project Development Authorization Form for each Authorized Project Site, which shall specify the not-to-exceed costs for Phase 2C and Phase 2D. To the extent that Phase 2C and Phase 2D costs differ between Exhibit C of this Agreement and that of Section 4 of the completed Project Development Authorization Form, the latter will control.

3.5.2 NCPA shall assign costs to Participants using a three-step process.

- i. NCPA shall designate a cost as either “General” or “Site-Specific.”
- ii. All General costs shall be assigned to each site, in proportion to each site’s capacity rating relative to the total capacity of the NCPA Solar Project 1.
- iii. General costs assigned to each site, and all site-specific costs, shall be allocated to each Participant in proportion to Participants’ site-specific GES.

3.6 Adjustments to Generation Entitlement Shares. The GES of each Participant shall be revised proportionately if less than the full megawatt capacity of the Project is subscribed. The GES of each Participant shall be revised if and when any Participant withdraws in whole or in part. The full megawatt capacity of the Project shall be revised if and when project specification of individual sites are added, modified, or eliminated for consideration. Notwithstanding the foregoing, Participants are responsible for all obligations and actual costs incurred up to the effective date of changes to participation levels and site specifications.

3.7 Third Phase Agreement Funding and Participation. The Third Phase Agreement that supersedes and replaces this Agreement, if any, shall provide for reimbursement, retirement or refunding of (1) any preliminary expenditures including financing costs, architectural, engineering, surveying, soil testing, debt issuance costs, and (2) expenditures relating to the acquisition, construction, and land acquisition of the project, of any expenditure of the Participants in the Second Phase of the Project, out of final long-term financing of the Project, or other funding method, including but not limited to cash payments. It is expected that the amount of long term bonds or other reimbursement is not expected to exceed \$4,000,000. This provision is also meant to establish with the requirements of Section 1.150-2 of the Treasury Regulations.

Section 4. Billing and Payments.

4.1 Participant Payment Obligations. Each Participant agrees to pay to NCPA each month its respective portion of the actual costs associated with activities authorized under this Agreement and the Amended and Restated Facilities Agreement.

4.2 Invoices. NCPA will issue an invoice to each Participant for its share of actual costs associated with negotiation and implementation of the Renewable PPA, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

4.3 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

4.4 Late Payments. Any amount due and not paid by a Participant in accordance with Section 4.3 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

4.5 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or dispute the accuracy of any invoice in writing, the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar

Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 11 of this Agreement. Provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must be paid.

4.6 Billing/Settlement Data and Examination of Books and Records.

4.6.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

4.6.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 5. Participation.

5.1 Eligibility. All Members who are signatory to the Amended and Restated Facilities Agreement are eligible to participate in this Agreement by delivering a duly

executed copy of this Agreement to NCPA, and subject to availability of the Renewable Energy Supply as described in Section 5.2.

5.2 Priority. This Agreement has been developed in response to certain Members' request for NCPA to acquire Renewable Energy Supply on their behalf (hereinafter referred to as the "Initiating Members"). The Initiating Members are listed in Exhibit A. To the extent the amount of Renewable Energy Supply that is made available by Seller is not sufficient to satisfy all Members' requests for a desired amount of Renewable Energy Supply; first priority will be given to the Initiating Members, and secondary priority will be given to all other Members who become a Participant. If after meeting the requests of the Initiating Members, any remaining available Renewable Energy Supply will be allocated to all other Participants based on a first-come first-serve basis, until the total amount of available Renewable Energy Supply is exhausted, or until all Participants' requests have been satisfied, whichever comes first.

5.3 Final Participation Percentages. Upon the Effective Date of this Agreement, NCPA shall include each Participant's Final Project Participation Percentage in Exhibit B. NCPA shall update Exhibit B to reflect changes in Participants and/or GES, in writing, and shall provide written notice to Participants of such changes.

Section 6. Cooperation and Further Assurances.

Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any

other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 7. Administration of Agreement

7.1 Commission. The Commission is responsible for the administration of this Agreement. Each Participant shall be represented by its Commissioner or their designated alternate Commissioner (“Alternate”) pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant represented with respect to matters pertaining to this Agreement.

7.2 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission.

7.3 Quorum.

7.3.1 General Administration. For purposes of acting upon matters that relate to general administration of this Agreement, a quorum of the Commission shall consist of those Commissioners, or their designated Alternates, representing a numerical majority of the Participants.

7.3.2 Relating to a Project Site. For purposes of acting upon matters that relate to a specific Project site, a quorum of the Participants shall consist of those Commissioners,

or their designated Alternate, representing a GES majority of the Participants with an entitlement interest in such Project site.

7.4 Voting.

7.4.1 General Administration. For acting upon matters that relate to the general administration of this Agreement, each Participant shall have the right to cast one (1) vote. Actions of the Commission shall be effective only upon a majority vote of the Participants.

7.4.2 Relating to a Project Site. For acting upon matters that relate to a specific Project site, Participant shall have the right to cast one (1) vote. Actions of the Commission shall be effective only upon a majority vote of the Participants with an entitlement interest in such Project site.

Section 8. Participant Covenants and Defaults

8.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether

any dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practices.

8.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the “Defaulting Participant”):

(i) the failure of any Participant to make any payment in full to NCPA when due;

(ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure. Provided, that this subsection shall not apply to any failure to make payments specified by subsection 8.2 (i));

(iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants or obligations under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

8.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. Provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide oral notice to the General Manager using telephone communication within two (2) Business Days of the onset of the Uncontrollable Force, and provide subsequent written notice to the General Manager and all other Parties within ten (10) Business Days of the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable dispatch. Provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

8.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 8.2 above, as may be applicable, provided, however, upon request of the Defaulting

Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

8.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 8.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant; or

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default.

8.6 Effect of Suspension.

8.6.1 Generally. The suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

8.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 8.5(i), such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the Project Costs, scheduling and dispatch costs, and Administrative Services Costs that were not recovered from such Participant as a result of such suspension.

Section 9. Term and Termination.

This Agreement shall become effective when it has been duly executed by NCPA and at least one Participant (the “Effective Date”). The date on which NCPA makes this Agreement effective shall be determined by NCPA, at its sole discretion. NCPA shall deliver a written notice to all signatories to this Agreement and to all Members that are signatory to the Amended and Restated Facilities Agreement, stating the Effective Date of this Agreement. This Agreement shall commence on the Effective Date and shall continue until the Agreement terminates, which shall occur when either:

9.1 All activities pursuant to this Agreement are terminated by NCPA in its discretion; or

9.2 Upon the effective date of a Third Phase Agreement with one or more Participants relating to a Renewable Energy PPA.

Section 10. Withdrawal of Participants.

If at any time following the execution of this Agreement, NCPA issues a written notice of a change to Exhibit B or an increase in the financial commitment beyond that contemplated in Exhibit C, Participants may partially withdraw (i.e., from participating in the increase), or may withdraw wholly from the Project. Any withdrawal shall be subject to honoring any commitments made to them or on their behalf pursuant to authorization of this Agreement. To withdraw, such Participant shall give NCPA written notice of such withdrawal, in part or in whole, within thirty (30) days of the receipt of the notice by them of the increase. Notwithstanding the above, a Participant may withdraw following the completion of any sub-process. In this event the Participants may vote to consider modifications to this Agreement and/or the applicable executed Project Development Authorization Form for affected site(s).

Section 11. Settlement of Disputes and Arbitration.

The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Participants themselves; provided, that the provisions of Section 4.5 of this Agreement shall first apply to all disputes involving invoices prepared by NCPA.

Section 12. Miscellaneous.

12.1 Indemnification and Hold Harmless. Subject to the provisions of Section 12.3, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of

litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

12.2 Several Liabilities. No Participant shall, in the first instance, be liable under this Agreement for the obligations of any other Participant or for the obligations of NCPA incurred on behalf of other Participants. Each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise provided for herein. The obligation of each Participant under this Agreement is, in the first instance, a several obligation and not a joint obligation with those of the other Participants.

Notwithstanding the foregoing, the Participants acknowledge that any debts or obligations incurred by NCPA under this Agreement on behalf of any of them shall be borne solely by such Participants, and not by non-Participant Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

12.3 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF

DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

12.4 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

12.5 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

12.6 Assignment of Agreement.

12.6.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

12.6.2 No Assignment. Neither this Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, which such consent shall not be unreasonably withheld, provided that such transfer or assignment shall be only to another NCPA Member.

12.7 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected

thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

12.8 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

12.9 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

12.10 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

12.11 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance

with its terms. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant evidencing approval of and authority to enter into this Agreement.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

12.13 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

12.14 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

12.15 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and

execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 12.1 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

12.16 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

By: Randy S. Howard
Title: General Manager
Date: 4/4/18

Approved as to form:

By: Jane Luckhardt
Title: General Counsel
Date: April 3, 2018

Attestation (if applicable)

By: Cary A. Padgett
Title: Executive Assistant
Date: April 4, 2018

CITY OF ALAMEDA
2000 Grand Street
P.O. Box H
Alameda, CA 94501

By: Mike Proles
Title: General Manager
Date: 4/24/18

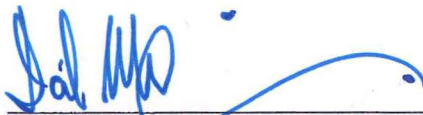
Approved as to form:

By: Alan M. W. W.
Title: ASSISTANT CITY ATTORNEY
Date: 4/24

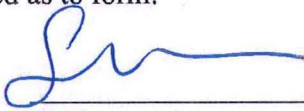
Attestation (if applicable)

By: _____
Title: _____
Date: _____

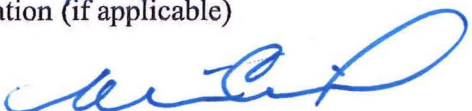
CITY OF HEALDSBURG
401 Grove Street
Healdsburg, CA 95448

By: 
Title: David Mickaelian
Date: May 1, 2018

Approved as to form:

By: 
Title: City Attorney
Date: 4/30/18

Attestation (if applicable)

By: 
Title: Maria Curiel
Date: City Clerk
May 1, 2018

CITY OF LODI
221 W. Pine Street
Lodi, CA 95240

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Title: _____
Date: _____

Attestation (if applicable)

By: _____
Title: _____
Date: _____

CITY OF HEALDSBURG
401 Grove Street
Healdsburg, CA 95448

CITY OF LODI
221 W. Pine Street
Lodi, CA 95240

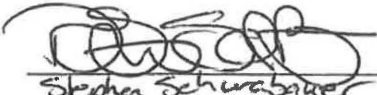
By: _____
Title: _____
Date: _____

Approved as to form:

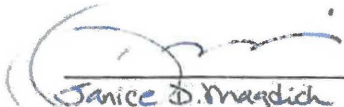
By: _____
Title: _____
Date: _____

Attestation (if applicable)

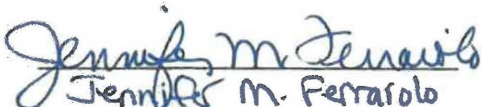
By: _____
Title: _____
Date: _____

By: 
Title: City Manager
Date: 3.27.18

Approved as to form:

By: 
Title: City Attorney
Date: 3/22/2018 

Attestation (if applicable)

By: 
Title: City Clerk
Date: 3/28/18

CITY OF LOMPOC
100 Civic Center Plaza
Lompoc, CA 93436

CITY OF OAKLAND, acting by and through
its Board of Port Commissioners
530 Water Street
Oakland, CA 94607

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Title: _____
Date: _____

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Title: _____
Date: _____

Attestation (if applicable)

By: _____
Title: _____
Date: _____

CITY OF PALO ALTO
250 Hamilton Avenue
Palo Alto, CA 94301

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE
73233 Highway 70
Portola, CA 96122

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Title: _____
Date: _____

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: Gen. Manager
Date: 5/15/19

Approved as to form:

By: _____
Title: _____
Date: _____

Attestation (if applicable)

By: _____
Title: _____
Date: _____

CITY OF PALO ALTO
250 Hamilton Avenue
Palo Alto, CA 94301

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE
73233 Highway 70
Portola, CA 96122

By: _____
Title: _____
Date: _____

By: 
Title: Gen. Manager
Date: 5/15/18

Approved as to form:

Approved as to form:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Attestation (if applicable)

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

CITY OF REDDING
777 Cypress Avenue
Redding, CA 96001

CITY OF SANTA CLARA
1500 Warburton Avenue
Santa Clara, CA 95050

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Attestation (if applicable)

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

CITY OF SHASTA LAKE
1650 Stanton Drive
Shasta Lake, CA 96019

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Attestation (if applicable)

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT A: INITIATING MEMBERS

The following is a list of the Initiating Members who submitted a request for NCPA to purchase Renewable Energy Supply on their behalf. Their respective Initial Project Participation Percentage share of the Project* are:

Participant	MW (estimated)	GES (estimated)	Authorized Representative to Initiate Phases 2C and 2D
Alameda	2.4	6.45%	
Healdsburg	1.8	4.84%	
Lodi	5.0	13.44%	
Lompoc	5.6	15.05%	
Palo Alto	0.7	1.88%	
Plumas-Sierra	4.7	12.63%	
Port of Oakland	2.0	5.38%	
Redding	10.0	26.88%	
Shasta Lake	3.0	8.06%	
Ukiah	2.0	5.38%	
TOTAL	37	100.00%	

*Example only. Subject to change.

EXHIBIT B: LIST OF PARTICIPANTS AND GES

Effective Date: _____

The following is a list of the Participants who are signatory to this Agreement, and their respective Generation

Entitlement Share for each Generating Plant contemplated under this Agreement.

Participant GES for Each Site*

Site Location	Site Description	Est. Size (MW)	ALA	HEA	LOD	LOM	PAL	PLU	PORT	REU	SVP	SHL	UKI
Alameda	Doolittle	2.4	100%										
Healdsburg	WWT	1.8		100%									
Lodi	Century	1.1			100%								
	Pixley Basin	4.9											
	Pixley West	1.4											
	Locust	0.5											
	Garage Structure	0.5											
	Awani	1.3											
Lompoc	Parcel 11003	5.6				100%							
Palo Alto	Golf Course	0.7					100 %						
Plumas-Sierra	Beckwourth	4.6						100%					
	Marble	3.9											
Port of Oakland	Airport	2.0							100%				
Redding	East	13.9								100%			
	Landfill	10.3											
	Stillwater	3.1											
Ukiah	WWT	2.0											100%
	Carport?	TBD											

*As of 1/31/2018 and subject to change. Assumes each participant participates 100% of its own generation.

EXHIBIT C: LIST OF POTENTIAL SITES AND ESTIMATED CONTRACTOR COSTS PER PHASE

Participant	Site Description	Est. Size (MW)	Phase 2A	Phase 2B	Phase 2C	Phase 2D
Alameda	Doolittle (Capped Landfill)	2.4	NA	\$34,500	\$63,250	\$258,750
Healdsburg	WWT (Floating)	1.8	NA	\$34,500	\$63,250	\$258,750
Lodi	Century	1.1	\$25,760	\$33,350	\$69,000	\$270,250
	Pixley Basin	4.9				
	Pixley West	1.4				
	Locust	0.5				
	Garage Structure (Carport)	0.5				
	Awani (Capped Landfill)	1.3				
Lompoc	Parcel 11003	5.6	NA	\$27,600	\$69,000	\$253,000
Palo Alto	Golf Course (Carport)	0.7	NA	NA	\$63,250	\$253,000
Plumas-Sierra	Beckwourth	4.6	\$21,275	\$27,600	\$69,000	\$253,000
	Marble	3.9				
Port of Oakland	Airport (Carport)	2	NA	\$27,600	\$69,000	\$258,750
Redding	East	13.9	\$16,790	\$27,600	\$80,500	\$270,250
	Landfill (Capped Landfill)	10.3				
	Stillwater	3.1				
Ukiah	WWT (Floating) or Carport TBD	2.0	\$15,000	\$28,000	\$69,000	\$270,250
Optional	Storage Feasibility Study	--	--	+\$15,000/site	--	--

Notes:

- 1) Figures above are based on high-side estimates as if each site were to be evaluated as a standalone project, plus 15% contingency. GES costs are not included.
- 2) Phase 2A costs only apply when multiple potential sites are identified for a single service territory.
- 3) Phase 2B, Phase 2C, and Phase 2D costs apply per site.
- 4) Phase 2D costs include California Environmental Quality Act (CEQA) expenses (\$25,000 est. for full study) and expenses to attain site control (\$80,000 est.). These costs may vary by site and not be entirely applicable for each site.
- 5) Storage Feasibility Study – Optional study to determine technical and financial feasibility of incorporating energy storage (e.g. batteries) at the site. Cost is per site.

EXHIBIT D: PROJECT DEVELOPMENT AUTHORIZATION FORM

This Project Development Authorization Form is made as of _____, 20____ (the “Phase 2C/2D Effective Date”), by and between Northern California Power Agency (“NCPA”) and the certain signatories to the SECOND PHASE AGREEMENT FOR NCPA SOLAR PROJECT 1 that are directing NCPA to continue work into Phase 2 activities into pre-construction, project development, and financing (“Authorizing Participants”). NCPA and the Authorizing Participants of this Project Development Authorization Form are referred to herein as “Parties”.

RECITALS

- A. NCPA and the Authorizing Participants are party to the Second Phase Agreement For NCPA Solar Project 1, which has an effective date of _____ (“Second Phase Agreement”).
- B. Pursuant to the Second Phase Agreement, NCPA is developing Renewable Energy Supply on behalf of Participants, which consists of environmental analysis, pre-construction studies, design, and contract negotiation for several potential solar photovoltaic generation facilities located in or near Participants’ electric service territories.
- C. The Second Phase Agreement, as executed, authorizes NCPA to carry out certain feasibility assessments and screening analyses (i.e. Phase 2A and Phase 2B activities) to help inform Participants if proposed sites and projects are viable and/or economical to pursue, and Participants agree to provide funding to cover all related costs for activities conducted on their behalf.
- D. The Second Phase Agreement requires supplemental action and authorities from Participants prior to NCPA conducting any Phase 2C or Phase 2D activities.
- E. This Project Development Authorization Form is intended to serve as the requisite supplemental action and authority from Authorizing Participants to direct NCPA to conduct

Phase 2C and Phase 2D activities into pre-construction, project development, and financing on behalf of the Authorizing Participants; and is intended to serve as the Authorizing Participant(s) consent to provide funding to cover all related Phase 2C and Phase 2D costs for activities conducted on their behalf.

NOW THEREFORE, the Parties agree as follows:

Section 1. Purpose.

The purpose of this Project Development Authorization Form is for the Authorizing Participants signatory hereto to authorize NCPA to conduct Phase 2C and Phase 2D activities, as defined in the Second Phase Agreement, on their behalf; and for Authorizing Participant to agree to provide funding for all such activities.

Section 2. Description of Site and Project.

This Project Development Authorization Form pertains to the project at the location described below ("Authorized Project Site").

Location (City):	_____
Facility Description:	_____
Approximate Acreage:	_____
Capacity (MW AC):	_____

Section 3. List of Authorizing Participants & Site-Specific GES.

The following Authorizing Participants encompass all Members interested in further development of the Authorized Project Site and lists each Authorizing Participant's GES of the Authorized Project Site.

Authorizing Participant	GES (%)	GES (MW AC)
--------------------------------	----------------	--------------------

Section 4. Project Costs for Phase 2C and Phase 2D

The not-to-exceed cost for Phase 2C and Phase 2D activities for the Authorized Project Site is \$____,____.00 (text description of NTE cost).

Section 5. Authorities and Obligations.

5.1 Authorization and Funding. The Authorizing Participants hereby authorize NCPA to conduct Phase 2C and Phase 2D activities, as defined in the Second Phase Agreement, for the Authorize Project Site identified above. The Authorizing Participants hereby agree to provide all necessary funds to NCPA to conduct these activities, with costs not to exceed the figures listed in Exhibit C of the Second Phase Agreement for the Authorized Project.

5.2 Obligations of NCPA. Upon full execution of this Project Development Authorization Form, NCPA shall commence work on all Phase 2C and Phase 2D activities, as defined in the Second Phase Agreement, for the Authorized Project Site on behalf of the Authorizing Participants.

5.3 Obligations of Authorizing Participants. Authorizing Participants hereby agree to continue to pay or advance to NCPA its allocated share of the costs in accordance with the Second Phase Agreement and this Project Development Authorization Form in connection with its participation in the Authorized Project.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

AUTHORIZING PARTICIPANT
ADDRESS
CITY, STATE ZIP

By: _____
Title: Randy S. Howard
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Title: Jane Luckhardt
Date: _____

By: _____
Title: _____
Date: _____

Attestation (if applicable)

Attestation (if applicable)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

A RESOLUTION OF THE UKIAH CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND PHASE AGREEMENT FOR THE NORTHERN CALIFORNIA POWER AGENCY SOLAR PROJECT 1, AND TO CONSIDER SITES FOR POSSIBLE SOLAR PROJECT DEVELOPMENT

WHEREAS, the City of Ukiah ("Ukiah") is a signatory to the Joint Powers Agreement which created the Northern California Power Agency ("NCPA") and therefore is a Member, and

WHEREAS, Ukiah and other NCPA Members have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction and operation of specific NCPA Project; and

WHEREAS, NCPA and its members ("Participants") are working to develop multiple photovoltaic solar power plants ("Project") throughout member service territories to meet renewable energy requirements; and

WHEREAS, Participants desire to utilize NCPA as a project manager to oversee study, planning and operations of the Project, including solicitation of a third party developer to build, own and operate the Project; and

WHEREAS, Ukiah anticipates selecting one or more sites within the Ukiah valley for Project development; and

WHEREAS, a Second Phase Agreement is needed to provide all means necessary for NCPA to complete all pre-construction activities associated with the Project and to enable and obligate Participants to pay all costs incurred for undertaking the foregoing activities; and

WHEREAS, the total not to exceed cost of Ukiah's share for the Second Phase Agreement is \$270,250; the final costs of which will depend on the sites selected and project capacity; and

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council does hereby authorize the following:

1. The City Manager to execute a Second Phase Agreement for the NCPA Solar Project 1 at a cost not to exceed \$382,250.
2. Authorize a Capital Budget Amendment in the amount of \$382,250 from Electric Utility 800 Fund (Greenhouse Gas Proceeds).
3. Delegation of authority to the City Manager to execute Project Development Authorization Forms for final selected Project sites in Ukiah to continue preliminary planning and development activities.

PASSED AND ADOPTED by the Ukiah City Council on September 5, 2018, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments.

DEPARTMENT: Administration

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2018 City Council Special Assignments & Ad Hocs](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments.

RECOMMENDED ACTION: Receive report(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

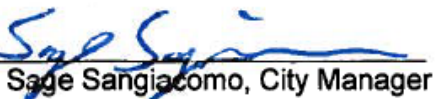
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Doble

Approved:


Sage Sangiacomo, City Manager

2018 COUNCIL ASSIGNMENTS

ATTACHMENT 1

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers	501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Scalmanini Brown - Alternate	Rick Seanor , Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center	300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Doble Brown - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Doble - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Scalmanini Brown - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Tami Bartolomei (Appointed 4/05/2017)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Mulheren (no alternate necessary)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Doble Brown - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers;	501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Doble - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Depot Infrastructure Development	TBD	TBD		300 Seminary Avenue Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	Doble (no alternate necessary)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Doble Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center	200 S. School Street Ukiah, CA	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	Doble Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com; Kerry Randall , Facilities Admin; 463-6706 krandall@cityofukiah.com
Homeless Services Action Group (HSAG)	Thursdays as needed, 4:00 p.m.	Manzanita Services Inc.	410 Jones Street Ukiah	631 Tokay Avenue Ukiah, CA 95482 or MCAVHN at: P.O. Box 1350 Ukiah, CA 95482 Judy Popowski - 463-6655	HSAG (Homeless Services Action Group)	Scalmanini	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street	Ukiah, CA	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Mulheren Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com Kerry Randall , Facilities Administrator; 463-6706 krandall@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House	431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Scalmanini Sangiacomo - Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Brown Chief Dewey - Alternate	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com

2018 COUNCIL ASSIGNMENTS

Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANSOS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Doble - Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Doble	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Doble	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	None from Ukiah Council currently	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown / Mulheren (Alternate)	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 7:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Brown / Doble	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2018 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Doble	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Sales Tax Sharing	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com Guy Mills , Project and Grant Administrator; 467-5719 gmills@cityofukiah.com David Rapport , City Attorney; 467-2800 drapport@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Ukiah Valley Sanitation District Mediation	Crane/Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Water Resources Director; 467-5712 swhite@cityofukiah.com
Water Bonds	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Marijuana Legislation and Policy	Mulheren/Brown	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219 cschlatter@cityofukiah.com
Strategic Planning	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	Crane/Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
City Water Rights	Doble/Crane	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Public Works Project Specification Development	Crane/Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Cost Allocation Plan	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Vichy Springs Resort Litigation	Scalmanini/Brown	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com