

RESOLUTION NO. 2565

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
DECEMBER 14, 2023 THROUGH JANURARY 10, 2024.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 45475 – 45555**

**PAYROLL
CHECK NUMBERS: 17325 – 17327**

WHEREAS, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

WHEREAS, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

ACCOUNTS PAYABLE:	\$153,051.89
PAYROLL:	<u>\$ 62,491.89</u>
TOTAL:	\$215,543.78

NOW THEREFORE BE IT RESOLVED THAT all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2024 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Pat Morton, Mayor

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on January 10, 2024.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000017	I-202312211929	JENSEN PRECAST SNOW STREET REPAIR	R	12/27/2023		347.53	045475	347.53
000018	I-202312211904	CINTAS MEDICAL SUPPLIES	R	12/27/2023		71.63	045476	71.63
000025	I-202312211928	AUTO & TRUCK ELECTRIC IN WATER EQUIP REPAIR	R	12/27/2023		671.24	045477	671.24
000029	I-202312211902	COUNTRY BREEZE CLEANING CLEANING SERVICES	R	12/27/2023		400.00	045478	400.00
000039	I-202312211925	CAPURRO TRUCKING WATER LINE REPAIR	R	12/27/2023		1,037.40	045479	1,037.40
0005	I-202312211900	AIRGAS, INC. ACETLENE/OXYGEN	R	12/27/2023		406.44	045480	406.44
0010	I-202312211924	AMAZON CAPITOL SERVICES MATERIALS & SUPPLIES	R	12/27/2023		163.99	045481	163.99
0015	I-202312211907	AMERIGAS NS FIREHALL PROPANE	R	12/27/2023		822.68	045482	822.68
0015	I-202312211908	AMERIGAS PW PROPANE	R	12/27/2023		389.26	045483	389.26
0015	I-202312211909	AMERIGAS LDWTP PROPANE	R	12/27/2023		1,487.55	045484	1,487.55
0015	I-202312211910	AMERIGAS CITY HALL PROPANE	R	12/27/2023		267.25	045485	267.25
0015	I-202312211922	AMERIGAS LDWTP TANK REPLACEMENT	R	12/27/2023		1,065.67	045486	1,065.67
0021	I-202312211898	AT&T 800 EMER LINE	R	12/27/2023		4.41	045487	4.41
0023	I-202312211893	AT&T CALNET 3 SCADA LDWTP	R	12/27/2023		81.43	045488	81.43
0048	I-202312211899	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	12/27/2023		70.00	045489	70.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0052	I-202312211905	CITY OF PORTOLA WATER/SEWER BILLS	R	12/27/2023		2,245.98	045490	2,245.98
VOID	045491	VOID CHECK	V	12/27/2023			045491	**VOID**
0055	I-202312211913	COATES TIRE CENTER WATER/SEWER VEH REPAR	R	12/27/2023		1,446.00	045492	1,446.00
0062	I-202312211911	CSG CONSULTANTS, INC. CODE ENFORCEMENT	R	12/27/2023		3,288.00	045493	3,288.00
0086	I-202312211920	FOLCHI LOGGING & CONSTR., INC. WATER LINE REPAIR	R	12/27/2023		793.65	045494	793.65
0090	I-202312211915	GRAINGER SEWER M ATERIALS & SUPPLIES	R	12/27/2023		725.77	045495	725.77
0091	I-202312211923	GRANITE CONSTRUCTION, INC MATERIALS & SUPPLIES	R	12/27/2023		7,987.11	045496	7,987.11
0096	I-202312211919	HARBOR FREIGHT TOOLS WATER LINE REPAIR	R	12/27/2023		336.59	045497	336.59
0101	I-202312211903	HUNT & SONS, INC. WILLIMAS HOUSE HEATING OIL	R	12/27/2023		189.36	045498	189.36
0105	I-202312211906	INTERMOUNTAIN DISPOSAL ARPA	R	12/27/2023		1,163.40	045499	1,163.40
0111	I-202312211914	JEFFERSON SUPPLY COMPANY WATER METERS	R	12/27/2023		3,908.20	045500	3,908.20
0118	I-202312211934	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	12/27/2023		69.54	045501	69.54
0124	I-202312211930	KOMATSU EQUIPMENT SNOW EQUIP REPAIR	R	12/27/2023		190.48	045502	190.48
0132	I-202312211926	LEWISPORT USA VEHICLE SIGNS	R	12/27/2023		694.98	045503	694.98
0133	I-202312211912	LIBERTY UTILITIES CITY ELECTRIC	R	12/27/2023		4,319.67	045504	4,319.67

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0145	I-202312211927	MILL SUPPLY, INC SNOW EQUIP REPAIR	R	12/27/2023		1,167.95	045505	1,167.95
0159	I-202312211933	OFFICE DEPOT OFFICE SUPPLIES	R	12/27/2023		475.99	045506	475.99
0173	I-202312211896	PITNEY BOWES METER LEASE	R	12/27/2023		469.75	045507	469.75
0188	I-202312211932	PORTER SIMON CORPORATION LEGAL SERVICES	R	12/27/2023		5,715.00	045508	5,715.00
0192	I-202312211895	PURCHASE POWER POSTAGE FOR METER	R	12/27/2023		455.60	045509	455.60
0218	I-202312211918	SILVER STATE ANALYTICAL WATER/WASTE WATER TESTING	R	12/27/2023		760.00	045510	760.00
0235	I-202312211901	SUSAN SCARLETT ACCOUNTING SERVICES	R	12/27/2023		5,000.00	045511	5,000.00
0256	I-202312211917	USA BLUE BOOK MACH & EQUIP	R	12/27/2023		1,181.97	045512	1,181.97
0264	I-202312211916	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	12/27/2023		7,067.49	045513	7,067.49
0269	I-202312211897	XEROX FINANCIAL SERVICES XEROX COPIER LEASE	R	12/27/2023		268.13	045514	268.13
0275	I-202312211894	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	12/27/2023		197.00	045515	197.00
1	I-202312211931	PAULA TINER UB DEPOSIT REFUND	R	12/27/2023		148.34	045516	148.34

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	41	0.00	57,552.43	57,552.43
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	42	0.00	57,552.43	57,552.43

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	41	0.00	57,552.43	57,552.43
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	42	0.00	57,552.43	57,552.43

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2023	14,440.88CR
207	12/2023	3,164.05CR
208	12/2023	2,948.36CR
215	12/2023	250.00CR
710	12/2023	23,298.61CR
720	12/2023	12,933.21CR
730	12/2023	517.32CR
=====		
ALL		57,552.43CR

12/21/2023 1:49 PM
 PACKET: 00318 US - Refund
 VENDOR SET: 01 CITY OF PORTOLA
 BANK: PC POOLED CASH - PLUMAS

REFUNDS CHECK REGISTER
 **** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202312211891	SHEPHERD, DOROTHY & CAROL SHEPHERD, DOROTHY & CAROL	R	12/27/2023		109.73	045517	109.73
1	I-000202312211892	MACKINNON, PATTY MACKINNON, PATTY	R	12/27/2023		1,039.53	045518	1,039.53

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	1,149.26	1,149.26
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	1,149.26	1,149.26

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	1,149.26	1,149.26
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	1,149.26	1,149.26

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	12/2023	1,149.26CR
=====		
ALL		1,149.26CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000033	I-202401041958	MCGINLEY & ASSOCIATES SOLID WASTE CONSULTING	R	1/10/2024		8,033.00	045519	8,033.00
000052	I-202401041939	INDUSTRIAL CHEM LABS SEWER MAINT	R	1/10/2024		629.28	045520	629.28
000058	I-202401041965	HOBBS COMPANY LIMITED SNOW VEH SUPPLIES	R	1/10/2024		94.57	045521	94.57
0004	I-202401041945	AERATORS, INC SEWER EQUIP REPAIR	R	1/10/2024		992.91	045522	992.91
0008	I-202401041957	ALWAYS ANSWER 800 NUMBER	R	1/10/2024		61.50	045523	61.50
0015	I-202401041948	AMERIGAS CITY HALL PROPANE	R	1/10/2024		509.16	045524	509.16
0015	I-202401041949	AMERIGAS PUBLIC WORKS PROPANE	R	1/10/2024		507.29	045525	507.29
0015	I-202401041950	AMERIGAS SS FIREHALL PROPANE	R	1/10/2024		32.68	045526	32.68
0031	I-202401041938	BECKWOURTH FIRE DISTRICT FIRE SERVICES	R	1/10/2024		42,000.00	045527	42,000.00
0078	I-202401041951	ENCOMPASS XEROX COPIES	R	1/10/2024		101.13	045528	101.13
0086	I-202401041946	FOLCHI LOGGING & CONSTR., INC. WATER LINE REPAIR	R	1/10/2024		954.53	045529	954.53
0090	I-202401041940	GRAINGER SEWER EQUIP REPAIR	R	1/10/2024		86.10	045530	86.10
0096	I-202401041941	HARBOR FREIGHT TOOLS SNOW MATERIALS & SUPPLIES	R	1/10/2024		248.46	045531	248.46
0101	I-202401041947	HUNT & SONS, INC. HEATING OIL WH	R	1/10/2024		264.77	045532	264.77
0103	I-202401041961	IEDA LABOR RELATIONS CONSULTING	R	1/10/2024		253.89	045533	253.89

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0105	I-202401041956	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	1/10/2024		753.37	045534	753.37
0132	I-202401041944	LEWISPORT USA STREET SIGNS	R	1/10/2024		464.78	045535	464.78
0133	I-202401041968	LIBERTY UTILITIES CITY ELECTRIC	R	1/10/2024		6,705.14	045536	6,705.14
0141	I-202401041964	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	1/10/2024		59.99	045537	59.99
0148	I-202401041969	NAPA SIERRA SNOW MATERIALS & SUPPLIES	R	1/10/2024		1,499.14	045538	1,499.14
0162	I-202401041971	OPERATING ENGINEERS EMPLOYEE HEALTH INSURANCE	R	1/10/2024		13,663.00	045539	13,663.00
0175	I-202401041943	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	1/10/2024		455.78	045540	455.78
0184	I-202401041959	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	1/10/2024		1,432.94	045541	1,432.94
0185	I-202401041960	PLUMAS SIERRA TELECOMMUNICAT CITY INTERNET SERVICES	R	1/10/2024		387.00	045542	387.00
0218	I-202401041963	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	1/10/2024		1,302.00	045543	1,302.00
0220	I-202401041955	SINDEX PRINTING & GRAPHICS UTILITY BILLS & ENVELOPES	R	1/10/2024		4,060.00	045544	4,060.00
0231	I-202401041970	SUCCEED.NET WEB HOSTING	R	1/10/2024		67.85	045545	67.85
0239	I-202401041962	THATCHER , INC CHEMICALS	R	1/10/2024		813.05	045546	813.05
0252	I-202401041937	UNITED STATES POSTAL SERVICE POSTAGE FOR PERMIT	R	1/10/2024		1,500.00	045547	1,500.00
0253	I-202401041972	US BANCORP CITY CREDIT CARD CHARGES	R	1/10/2024		1,388.99	045548	1,388.99

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0256	I-202401041942	USA BLUE BOOK MATERIALS & SUPPLIES	R	1/10/2024		536.94	045549	536.94
0260	I-202401041952	VERIZON WIRELESS LDWTP DATA PLAN	R	1/10/2024		108.05	045550	108.05
0260	I-202401041953	VERIZON WIRELESS CITY WIRELESS CHARGES	R	1/10/2024		442.53	045551	442.53
0260	I-202401041954	VERIZON WIRELESS CITY LAND LINES	R	1/10/2024		523.80	045552	523.80
VOID	045553	VOID CHECK	V	1/10/2024			045553	**VOID**
1	I-202401041966	DOROTHY OHLE REIMBURSEMENT	R	1/10/2024		2,392.58	045554	2,392.58
1	I-202401041967	JAN BREITWIESER TOT REFUND	R	1/10/2024		1,024.00	045555	1,024.00

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		36	0.00	94,350.20	94,350.20
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		1	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		37	0.00	94,350.20	94,350.20

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	36	0.00	94,350.20	94,350.20
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	37	0.00	94,350.20	94,350.20

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2024	56,471.42CR
207	1/2024	2,183.45CR
208	1/2024	3,868.07CR
215	1/2024	46.28CR
710	1/2024	13,018.62CR
720	1/2024	9,931.35CR
730	1/2024	8,831.01CR
=====		
ALL		94,350.20CR



**City of Portola
Minutes
Regular Meeting
December 13, 2023 06:00 PM
35 Third Ave Portola, CA 96122
<https://www.cityofportola.com/>**

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Bill Powers.

A. Pledge of Allegiance

Lead by Mayor Bill Powers

B. Roll Call

Present: Mayor Bill Powers, Mayor Pro Tem Pat Morton, Councilmember Stan Peiler, Councilmember Leah Turner, Councilmember Jim Murphy

Staff Present: Interim City Manager, Jon Kennedy, Deputy City Clerk, Jason Shaw, City Attorney, Steve Gross (remotely)

2. Public Comments

There were no public comments.

3. Selection of Mayor and Mayor Pro Tem

Mayor Bill Powers opened the nominations for Mayor. Councilmember Jim Murphy nominated Councilmember Pat Morton for Mayor.

Councilmember Jim Murphy motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

 Aye **Mayor Bill Powers** Aye **Mayor Pro Tem Pat Morton** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Councilmember Jim Murphy**

4. Selection of Mayor and Mayor Pro Tem

Mayor Bill Powers opened the nominations for Mayor Pro Tem. Councilmember Leah Turner nominated Councilmember Jim Murphy for Mayor Pro Tem.

Councilmember Leah Turner motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

 Aye **Mayor Bill Powers** Aye **Mayor Pro Tem Pat Morton** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Councilmember Jim Murphy**

5. Renew State of Emergency Proclamation

Interim City Manager Jon Kennedy explained that this was the same State of Emergency Proclamation that has been renewed before. This has to be done for our public assistance applications from the past winter storm disaster. Might be the last time we need to do this but will need to check.

Councilmember Bill Powers motioned to approve. A second was made by Councilmember Leah Turner.

The roll call vote:

 Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Mayor Pat**

Morton Aye **Mayor Pro Tem Jim Murphy** Aye **Councilmember Bill Powers**

6. Consent Agenda

- A. **Claims**- Adopt Resolution No. 2563 authorizing payment of claims for the period of November 9th, 2023 through December 13th, 2023. Accounts Payable: \$194,117.04 Payroll: \$92,623.65 Total: \$286,740.69 AP Check Run #45377 - 45474 Payroll Check Run #17319 - 17324 Please note there was a zero transcribed into incode and the check numbers on the check register are off due to that extra zero that got keyed in
- B. Approval of the Minutes from 11-08-23

Mayor Pat Morton had two corrections to the 11-08-23 minutes. The Call to Order time needed to be added (6:00 PM) and an r was missing from the word through under City Communications section 3, part A. Councilmember Bill Powers motioned as amended.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pro Tem Jim Murphy.

The roll call vote:

Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Jim Murphy** Aye **Councilmember Bill Powers**

7. CITY COMMUNICATIONS

- A. City Council Communications / Committee Reports

Councilmember Leah Turner: No report.

Councilmember Stan Peiler: Had citizens approach him asking about possibility lighting up the large tree in the park for Christmas.

Councilmember Bill Powers: Attended the Plumas County Transportation Commission meeting and LAFCo meeting.

Noted that there are challenges facing the City and its citizens in regards to connecting homes with newer piping to the City sewer and water system which is much older. Looking into grants to help pay for the costs. It would cost around \$35,000,000 to replace all the pipes in downtown. May have to break it down into sections.

Mentioned the Rio Grande project was moving forward; looking at resurfacing the streets. With winter weather coming, wanted to designate some areas of town as sled hills.

Mayor Pro Tem Jim Murphy: Attended LAFCo meeting. Wants to call a special City Council meeting to discuss forming an ad hoc search committee to begin the process of finding a permanent City Manager.

Mayor Pat Morton: Attended the Beckwourth Fire Department meeting, LAFCo meeting, and the Plumas County Transportation Commission meeting. Thought the City's tree lighting was good. Continuing to work on the Tree Angel's program.

- B. Staff Communications / Fire Report / Sheriff's Report / Air Quality Report

Fire Report: No fire report.

Sheriff's Report: No Sheriff's report.

Air Quality Report by Targeted Airshed Grant Specialist Mikki Brown: In Plumas County in 2023, they had 114 chimney sweeps redeemed, with 27 still outstanding. 29 wood sheds were constructed. For woodstove change outs, there were 119 completed, with 55 in zone 1, 39 in zone 2, and 25 being heat pumps. That's compared to in 2022 they only had 91 chimney sweeps redeemed, 12 wood sheds constructed, and 61 woodstove change outs.

- C. City Manager's Report

Interim City Manager Jon Kennedy: County finally approved the City's purchase of the La Jolla property. The cameras have been ordered for upgrading the audio and video of City meetings. Convinced PCIRC to reopen the Portola Resource Center in January.

We might see some FEMA money soon and noted the many man hours spent working on getting those funds. Mentioned the pipe replacement project Councilmember Bill Powers was talking about, was already in process of being dealt with.

8. Public Hearing on Proposed 2023 Refuse Collection rates

Interim City Manager Jon Kennedy explained the rate change process for garbage rates. Noted that complaints are way down from last year.

Mayor Pat Morton opened the Public Hearing on the refuse rate increase. Lindsey Shaw from the public commented she opposed the rate increase. Mayor Pat Morton closed the public hearing.

Motion to approve refuse rate increase in the amount of 2.51%.

Mayor Pro Tem Jim Murphy motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Jim Murphy** Aye **Councilmember Bill Powers**

9. **Bank Account Signatures**

Interim City Manager Jon Kennedy recommended that Mayor Pat Morton be added as an authorized signature on the City's bank account, and former Councilmember Tom Cooley be removed.

Motion made by Councilmember Peilar to remove Tom Cooley as signer, add Mayor Pat Morton as signer to the City of Portola's checking account ending in *00422. Mayor Pro-Tem Murphy seconded.

Councilmember Stan Peiler motioned to approve. A second was made by Mayor Pro Tem Jim Murphy.

The roll call vote:

Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Jim Murphy** Aye **Councilmember Bill Powers**

10. **Letter of Support for grant for Plumas County PC Transportation Commission**

Interim City Manager Jon Kennedy explained that the Plumas Transportation Commission is looking to the Council for a letter of support for a grant for EV charging stations.

Mikki Brown from the public asked where the County EV stations were going to be located.

Interim City Manager Jon Kennedy said he didn't know where Plumas County planned to place these but noted the City is already in the process of getting EV charging stations on Commercial St.

Mayor Pro Tem Jim Murphy motioned to approve. A second was made by Councilmember Bill Powers.

The motion passed with the following vote:

5 **In Favor** 0 **Opposed**
 0 **Abstained** 0 **Absent**

11. **2023 Audit Information**

Financial Officer Susan Scarlett wanted this on the agenda as an Informational item. It will also be placed on the first meeting agenda in January.

12. **City Website**

Interim Jon Kennedy stated that our current website provided by CivicPlus is very clunky. CivicPlus is planning to increase our pricing this year. One issue that came up at the recent SCORE Board meeting was the need for ADA compliance on our websites. CivicPlus can provide this for an additional charge.

Streamline was brought up as a possible option to not only do the ADA compliance but also host the entire website. Far less clunky than CivicPlus and the ADA compliance is included. Transition to the new website should be seamless. It's \$2500 to setup for the transition. Also includes a messaging system that we can use to send out email alerts to citizens.

Attorney Steve Gross said he wanted to change a couple things in the user agreement. The Interim City Manager and the City Attorney will get together to finalize the agreement with Streamline.

Motion to approve changing the Portola City website provider to Streamline.

Councilmember Leah Turner motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner** Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Jim Murphy** Aye **Councilmember Bill Powers**

13. **Community Engagement Position**

Mayor Pro Tem Jim Murphy met with Interim City Manager Jon Kennedy, Finance Officer Susan Scarlett and Leah Turner about Code Enforcement in the City. The feeling is they are not getting enough results out of the current Code Enforcement contract. We could be getting 4 days of work verse the one day we are getting now for less money.

It was proposed to create a new Community Engagement Coordinator part time position that would handle Code Enforcement in the city. They would not have a uniform and would hand out administration citations verse tickets that would go through the court system.

City Attorney Steve Gross wanted clarification on what was being decided.

The City Council reached a consensus on moving forward with the new position and directed staff to bring back a job description at a future council meeting.

14. **Adjournment**

Mayor Pat Morton adjourned the meeting at 7:12 PM



MEETING DATE: January 10, 2024

FROM: Susan Scarlett

RE: 2024-2025 Draft Budget Schedule

BACKGROUND:

In January of every year the City Council receives a draft budget schedule for the next fiscal year. The budget process begins in February with goal setting.

RECOMMENDATION:

Review the Draft budget schedule and request Council members to check their calendars.

ATTACHMENTS:

- A. BUDGET SCHEDULE

2024-2025 DRAFT Budget Schedule

Council-Staff Goal Setting	** February 21 3:00
Budget Worksheets to staff	February 21
Current Level of service Budgets due from staff	March 20
Finance Department - Evaluation of Current Level of Service Budget	March 25- April 24
New Project – Capital Project Requests due from City Staff	April 3
Public Comment to City Council re: Budget Preparation	** March 27
Public Comment to City Council re: Budget Preparation	** April 10
Finance Department Delivers Proposed Budget to City Manager	May 2
Draft of Year 2024-2025 Budget Delivered to City Council For Review	May 9
City Council Budget Work Sessions/Presentations by Staff	** May 15 3:00 pm
City Council Budget Work Session (if needed)	** May 22
Proposed 2024-2025 FY Budget Submitted to City Council And Filed with City Clerk for Public Review	June 6
2024-2025 FY Proposed Budget, Public Hearing	** June 12
City Council Adopts Final 2024-2025 FY Budget	** June 26

Note: (**) denotes City Council involvement in budget review process



MEETING DATE: January 10, 2024

FROM: Jon Kennedy & Susan Scarlett

RE: Tax Sale Properties

BACKGROUND:

The City has had a number of issues in the past with properties that have been on the County tax lien sale list. These properties have been health and safety issues. The Council approved applying to the County to purchase these properties.

EXECUTIVE SUMMARY:

On November 21st the purchase by the City was taken to the Board of Supervisors for approval. They approved the sale for \$18,650. The County Treasurer-Tax Collector estimates that there will be some additional fees but those are not identified at this time.

The process for the Treasurer-Tax collector is that she has sent the packet to the State Controller's office and they have 45 days to approve the sale which will be the middle of February.

After that there is the requirement to to notify the parties of interest of the sale ~ this could mean they could redeem the taxes and the sale would be void.

The IRS has to be notified also and the sale published. If all goes well we are probably looking at April - May for the agreement sale to become effective.

Once all these steps have been taken we will come back to the Council with a resolution stating each of the parcel numbers that are included in order to formalize the process. We will then cut a check to the County and they will process deeds in the name of the City of Portola.

RECOMMENDATION:

Ratify the Council's previous decision to purchase the properties and set a not to exceed \$20,000 at this time.

FISCAL IMPACT:

\$20,000 from ARPA funds



MEETING DATE: January 10, 2024

FROM: Jon Kennedy

RE: MGE Engineering, Inc. scope of work and professional services agreement

BACKGROUND:

CalTrans recent inspection of the bridge revealed a need to perform additional inspections on the scour condition of the bridge. Staff reached out to MGE Engineering, Inc. as experts in this field. MGE Engineering, Inc. did an onsite visit in order to provide the City with a scope of work.

The scope of work and a professional services agreement are attached.

A budget amendment in the amount of \$58,986 is requested by staff at this time.

RECOMMENDATION:

To direct the City Manager to execute the professional services agreement and to approve a budget amendment.

FISCAL IMPACT:

General Fund fiscal impact of \$58,986

ATTACHMENTS:

- A. AGREEMENT FOR PROFESSIONAL SERVICES FORM - 01-02-2024 (01135943) (003)-MWM - SCG (01136459-2)
- B. FEATHERRIVER BRIDGEPROPOSAL SCOPEANDFEE 05JAN2024-1

**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF PORTOLA
P.O. Box1225
35 Third Avenue
Portola, California 96122
Telephone (530) 832-6800**

Date:

Project Name:

City of Portola Project No.:

CONSULTANT:

MGE Engineering, Inc.
7415 Greenhaven Drive, STE 100
Sacramento, CA 95831

The terms of this Agreement are contained in the body of the agreement and in Attachments A through D. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.

For your protection, make sure that you read and understand all provisions before signing.

Instructions: Sign and return original. Upon acceptance by the City of Portola (“CITY”), a copy will be signed by the CITY’s authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

1.0 TERM OF THE AGREEMENT

- 1.1 This AGREEMENT shall be effective on the date that it is executed by the CITY.
- 1.2 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued. Time is of the essence in the performance of this AGREEMENT. Failure to meet the schedule contained in this AGREEMENT shall constitute a default by the CONSULTANT.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

- 2.1 CONSULTANT shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as “DESCRIBED SERVICES.”
- 2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the CONSULTANT. The CONSULTANT shall comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. Where any circumstance exists for which the CONSULTANT must make a judgment that could result in a materially

different change in condition, the CONSULTANT shall advise the CONTRACT OFFICER in advance and request specific direction.

2.3 The CONSULTANT shall, without additional compensation, correct or revise any DESCRIBED SERVICES that do not meet the Standard of Care.

2.4 The CITY's review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT's negligence, recklessness or willful misconduct in the performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT's negligence, recklessness or willful misconduct in the performance of any of the services under this AGREEMENT.

2.5 CONSULTANT shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. CONSULTANT shall permit representatives of the CITY to review all project related records.

2.6 CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by construction contractor for the project or the health or safety precautions and programs incident to the work of such contractor, and shall not be responsible for construction contractor's failure to carry out work in accordance with the contract documents. Construction contractor is solely and completely responsible for jobsite conditions including the safety of all persons and property.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS B and C)

3.1 The amount of payment to CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B.

3.2 CONSULTANT shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the CONSULTANT or any SUB-CONSULTANT.

3.3 A Project Schedule showing all milestones has been developed by the CONSULTANT and is attached as ATTACHMENT B.

4.0 CITY'S OBLIGATIONS

4.1 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the CONSULTANT's services as shown on ATTACHMENT B.

4.2 The CITY'S City Manager **or a designated CITY Representative** shall serve as the CITY'S "CONTRACT OFFICER" for this AGREEMENT and has the authority to execute this AGREEMENT, direct the CONSULTANT, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this AGREEMENT unless specifically delegated in writing.

5.0 SUBCONTRACTING (ATTACHMENT C)

5.1 The name and location of the place of business of each SUB-CONSULTANT that CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT C. No change to any SUB-CONSULTANT shall be made without the written approval of the CONTRACT OFFICER.

5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT's SUB-CONSULTANTS and for the persons either directly or indirectly employed by the SUB-CONSULTANTS, as CONSULTANT is for the acts and omissions of CONSULTANT and persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUB-CONSULTANT of CONSULTANT and the CITY. CONSULTANT shall bind every SUB-CONSULTANT to the terms of the AGREEMENT applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER.

5.3 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, CITY and CONSULTANT agree to meet and confer in good faith to negotiate a deductive change order.

6.0 CHANGES TO THE SCOPE OF WORK

The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be by written Change Order submitted to the CONTRACT OFFICER and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever unless approved by the CONTRACT OFFICER.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT's failure to prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONSULTANT fails to perform the work in accordance with the project schedule (ATTACHMENT C), the CITY may terminate this AGREEMENT for cause by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five (5) working days, assemble all documents owned by the CITY and in CONSULTANT's possession, and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days written notice by certified mail to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall cease work, assemble all documents owned by the CITY and in CONSULTANT'S possession and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.

9.0 **PROFESSIONAL RELATIONSHIP.** CONSULTANT shall serve as the CITY'S professional representative.

10.0 **PARTIES TO ACT IN GOOD FAITH.** CITY and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both CITY and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.

- 11.0 **LIMITATION ON DIRECTIVES TO CONSULTANT.** CONSULTANT shall not accept direction or orders from any person other than the CONTRACT OFFICER or the person(s) whose name(s) is (are) inserted on Page 9 as “other authorized representative(s).”
- 12.0 **PERFORMANCE OF WORK BY THIRD PARTIES.** CITY acknowledges that CONSULTANT is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its sub-contractors.
- 13.0 **CHANGES IN SCOPE OF WORK--EXTRA SERVICES.** CITY agrees that if CITY requests services not specified in the scope of services described in this Agreement, CITY will pay for all such additional services as extra services, in accordance with CONSULTANT’s billing rates utilized for this agreement. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the CITY’s “authorized representative(s)”. CONSULTANT’s “authorized representative(s)” has (have) the authority to execute such written change for CONSULTANT.
- 14.0 **PERMITS.** Permits required by governmental authorities will be obtained at Owners expense, and CONSULTANT will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- 15.0 **TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment C, is to be thirty (30) days after acceptance by the CITY. For basic service performed by the CONSULTANT, the CITY shall pay the CONSULTANT in accordance with monthly statements submitted by the CONSULTANT based upon the percentage of work completed during the preceding month. Payment for extra services shall be based on monthly statements submitted by the CONSULTANT for the extra services performed by the CONSULTANT during the proceeding month. The CONSULTANT shall be paid interest on payments due from the CITY which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the CITY can pay, whichever is less.
- 16.0 **INDEMNIFICATION.** CONSULTANT shall defend, indemnify and hold the CITY, its elected and appointed officials, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney’s fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant under this Agreement. CONSULTANT shall also defend **itself** against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT’S performance or non-performance of the work hereunder, and CONSULTANT shall not tender such claims to CITY nor to its elected or appointed officials, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects CONSULTANT’S operations (as opposed to CONSULTANT’S professional services), CONSULTANT shall also provide the CITY a defense, and indemnify and hold the CITY harmless from losses, liabilities, expenses, including reasonable attorney’s fees, damages and costs through and as an additional insured to CONSULTANT’S commercial general liability policy. In no event shall the cost to defend charged to the design professionals exceed the design professional’s proportionate percentage of fault.
- 17.0 **WORKERS’ COMPENSATION INSURANCE.** By his/her signature hereunder, CONSULTANT certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the professional services under this Agreement. CONSULTANT

and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

- 18.0 **PROFESSIONAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, a certificate of insurance satisfactory to the CITY evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the CITY. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 19.0 **GENERAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, certificates of insurance satisfactory to the CITY evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring thirty (30) days (ten (10) days for non-payment of premium) notice of cancellation to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the CITY, its elected and appointed, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the CITY. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 20.0 **CONTINUATION OF INSURANCE COVERAGE.** If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the CITY at least ten (10) days prior to the expiration date.
- 21.0 **CONFLICT OF INTEREST.** CONSULTANT agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the CITY. CONSULTANT agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of interest with the interest of the CITY or potential disadvantageous results of the undertaking or the utilization of the CITY's work products. If the CITY reasonably determines that there could be a conflict of interest or will be a conflict of interest, CONSULTANT agrees not to undertake such work or to offer to perform such work until the issue has been resolved by arbitration if CONSULTANT shall disagree. The arbitration shall be conducted in an expeditious fashion so that CONSULTANT shall not be barred or prevented by time lapses from making offers of proposals or being considered in regard to the performance of that work.
- 22.0 **WORK PRODUCT.** CONSULTANT agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of CONSULTANT which is owned by and shall be provided to CITY upon its request. CONSULTANT agrees that CITY, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of CONSULTANT, and upon early termination or

termination in due course or thereafter, may request that such materials may be copied and the copies retained by CONSULTANT and the originals provided to CITY. Any use, re-use or modification of CONSULTANT'S instruments of service without CONSULTANT'S participation shall be at CITY'S sole risk, and CITY agrees to indemnify, defend and hold CONSULTANT harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. CITY shall also receive any and all documentation on computer diskette compatible with CITY word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by CITY. Files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to the CITY are only for convenience of the CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.

23.0 **DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT.** CITY and CONSULTANT agree that in performing the work, CONSULTANT will gain information, experience and methodologies which may be usable in other work of CONSULTANT, so long as that other work does not cause a conflict of interest or work to the disadvantage of CITY. The CITY will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by CONSULTANT. However, CONSULTANT agrees that it will not publish any articles, provide any interview, make public comments, or supply copies of any work product of CONSULTANT done for CITY except in accordance with valid legal process served upon it or pursuant to the written direction of CONSULTANT. In those circumstances in which CITY notifies CONSULTANT in writing that a matter shall be treated as subject to this provision until further order of the CITY, CONSULTANT will not provide any of this work product to any third party. CITY is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. CONSULTANT agrees that the determination of that applicability shall be solely within the authority of CITY, and CONSULTANT shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by CITY. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of CONSULTANT as a public record available for inspection or review, except to the extent required by law.

24.0 **DISPUTE RESOLUTION**

24.1 THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, THE PARTIES AGREE FIRST TO TRY, IN GOOD FAITH, TO SETTLE THE DISPUTE BY MEDIATION, BEFORE RESORTING TO ARBITRATION. THE COSTS OF MEDIATION SHALL BE BORNE EQUALLY BY THE PARTIES. NEITHER PARTY SHALL FILE LEGAL ACTION WITHOUT FIRST MEETING IN MEDIATION AND MAKING A GOOD FAITH ATTEMPT TO REACH A MEDIATED RESOLUTION. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION. IF, FOR ANY DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES, ANY PARTY COMMENCES ARBITRATION OR COURT ACTION WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION OR REFUSES TO MEDIATE AFTER A WRITTEN REQUEST HAS BEEN MADE, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ACTION. IF THE DISPUTE IS NOT SETTLED BY MEDIATION, THE DISPUTE SHALL BE RESOLVED BY ARBITRATION.

- 24.2 THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATIONS OR FUNCTION OF THE ARBITRATOR IN ANY MANNER WHATSOEVER. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION.
- 24.3 APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF NEVADA.
- 24.4 THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF A PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COST OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF THE NON-PREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED OR WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.
- 24.5 THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTIES SHALL LAPSE BY THEIR TERMS, OR THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT, OR SHALL MODIFY THOSE TERMS.
- 25.0 **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.

- 26.0 **SEVERABILITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on CITY and CONSULTANT.
- 27.0 **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 28.0 **NO ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the CONTRACT OFFICER.
- 29.0 **WHOLE AND ENTIRE AGREEMENT.** This Agreement contains the entire agreement between CITY and CONSULTANT relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both CITY and CONSULTANT.
- 30.0 **NO WAIVER OR DISCLAIMER.** CITY's or CONSULTANT's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. CITY's or CONSULTANT's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
- 31.0 **BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of CITY and CONSULTANT.
- 32.0 **STATUS OF CONSULTANT.** CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT's own choice, as an independent contractor and in pursuit of CONSULTANT's independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. CONSULTANT shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY.
- 33.0 **ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS.** CONSULTANT agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this AGREEMENT. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:
- 34.0 **COVENANT AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY's discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 35.0 **ACCOUNTING RECORDS.** CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUB-CONSULTANT. CONSULTANT shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.
- 36.0 **NOTICES**

Any notices to be given under this AGREEMENT, or otherwise, shall be served by First Class mail.

The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Portola
P.O. Box 1225
35 Third Avenue
Portola, California 96122
ATTN: Jon Kennedy, Interim City Manager
TEL. NO. (530) 832-6800

The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT's behalf, is:

ATTN:	
Tel. No.	
Fax No.	

37.0 PERIODIC REPORTING REQUIREMENTS

The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT's payment invoice. The status report shall, as a minimum, report the work accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work, and provide any other information which may be requested by the CITY.

ACCEPTED:

CITY OF PORTOLA		CONSULTANT	
Signature		Signature	
By:		By:	
Title:	City Manager	Title:	
Co:	City of Portola	Co:	
Other authorized representative(s):		Other authorized representative(s):	

January 5, 2024

Mr. Todd Roberts
City of Portola
35 Third Ave
Portola, CA 96122

Subject: **Gulling Street over Middle Fork Feather River Bridge**
Bridge No. 09C-0130
City of Portola, Plumas County, California

Dear Mr. Roberts:

As requested, MGE is submitting this proposal to provide an assessment of the existing bridge conditions related to scour at bridge piers. The City of Portola received email correspondence from Caltrans on December 22, 2023, indicating a record of critical finding for the subject bridge. The email states that a Caltrans underwater inspection on September 26, 2023 indicates that the Pier 3 spread footing is undermined, and further Caltrans evaluation indicates the bridge cannot sustain unrestricted live loading in the current condition.

Caltrans recommended posting the bridge for a maximum 6 tons gross traffic load for each direction and updating the 2006 Bridge Plan of Action (POA) to reflect the current conditions.

The following provides our scope of services and fee estimate.

Approach

MGE proposes to use a phased approach to the engineering services. The first phase will include a desktop review of existing information including Caltrans BIRIS, reports prepared for the 2006 POA, any additional Caltrans documentation, as-built plans, and Log of Test Borings. During this phase MGE and Avila will identify any existing data gaps and observe the existing conditions for the bridge. Evaluations will include geotechnical, structural, and hydraulic assessments based on our desktop review and site observations. This evaluation will provide a basis for recommending potential scour countermeasures and for next steps to be taken in phase two services to support implementation of the recommended countermeasures.

Phase 2 services would include filling any data gaps and performing preliminary engineering evaluations such as hydraulic, structural, and geotechnical, as necessary, to support revisions to the 2006 POA and to evaluate feasibility of countermeasure implementation. Hydraulic engineering services would include performing a HEC-RAS analysis for countermeasure design. Structural engineering evaluations would include a settlement sensitivity analyses for the existing pier supports to determine structure monitoring criteria during flooding and for bridge deflection thresholds that initiate closures. Geotechnical assessments may include geotechnical borings at pier locations where data is missing. Borings would be drilled into rock to determine depth to rock and rock quality in case foundation retrofit is required. Phase two would provide preliminary assessments and data to determine a preferred countermeasure alternative for implementation.

Scope of Services

Phase 1

MGE will travel to the site and will make observations of the bridge elements including the steel, concrete, and spread footings conditions (if the footings are observable).

After completing the bridge observations, MGE will prepare a report with our professional opinion about the existing structure condition and will provide a photo log of the existing bridge conditions as an appendix. The engineering report will also include a summary of our observations. Additionally, the report will include:

- Site observations
- Bridge condition assessment narrative
- Discussion of bridge condition and comparison of our assessment to Caltrans BIRIS reports
- Discussion about potential scour countermeasures

Phase 2 Services – OPTIONAL

MGE will develop a bridge model to evaluate settlement at the bridge supports. The data from the model and settlement sensitivity analyses will be used to develop monitoring and bridge closure criteria to be included in the revised POA. Hydraulic and geotechnical input will also be included as part of the POA and scour countermeasure evaluation. Avila prepared optional services in their proposal for a second phase of services. Avila's proposal is enclosed with this proposal. MGE will have evaluated the need for additional geotechnical data in Phase 1 and will perform geotechnical borings to supplement existing data, as needed, and to confirm geotechnical materials at the channel supports. MGE and Avila would develop a revised POA as part of the Phase 2 services. The Phase 2 services scope and fee will be negotiated after the completion of Phase 1.

If drilling is required to fill data gaps, drilling permits will include a California Department of Fish and Wildlife (CAFW) Streambed Alteration Permit and a Plumas County Geotechnical Drilling permit. Fees for the CAFW permit are included. There is no fee for the Plumas County permit. MGE assumes that the boring is completed from the bridge deck and MGE assumes that the City of Portola can provide a lane closure and traffic control for these geotechnical drilling services. Generally, CAFW permits allow drilling between June 1 and October 15. If drilling from the channel is required, drill rig access to the pier may require placing a gravel pad depending on the flow levels in the channel.

MGE will not evaluate hazardous materials at the site such as bridge paint or hazardous building materials on the bridge.

Schedule

MGE can mobilize to perform our Phase 1 observations the first week of January 2024. The field review should take one day. Preparation of the engineering report will require two to three weeks that includes QA/QC review, backcheck and responses to comments.

Mr. Todd Roberts
City of Portola
January 5, 2024
Page 3



Fee

Our fee estimate for these services is included in the attached spreadsheet. Optional fees are included for Phase 2 services. Avila & Associates Fees are included in the spreadsheet and in their enclosed proposal.

Please review the scope of services and provide any comments or changes prior to issuing a contract so that we may re-evaluate our scope and fee for this project. We look forward to this opportunity to work with you on this project.

Sincerely,
MGE Engineering

A handwritten signature in blue ink, appearing to read "Martin W. McLROY". The signature is fluid and cursive, written over a light blue circular stamp.

Martin W. McLROY
Vice President
California Professional Licenses
PE 78846, CEG 2322, PG 7435

Enclosures: Avila & Associates Proposal

COST PROPOSAL

CLIENT: **City of Portola** Work Scope: **Phase 1 Services** 1/2/2024

Subtask Number #	Task Description	Classification	Principal Engineer	Project Manager	Senior Engineer (Geotechnical)	Senior Engineer (Structures)	Junior Engineer	Admin Assistant	Total Task Hours (MGE)	Subconsultant Costs (Avila)	MGE Costs	Total Task Cost
1.0	Project Management											\$ -
1.1	Project Management	Hrs		10			4		14	\$ 2,021.00	\$ 3,398.00	\$ 5,419.00
1.2	Participate in project progress meetings (assume 3)	Hrs		10			4		14	\$ 2,266.00	\$ 3,398.00	\$ 5,664.00
2.0	Obtain, Review and Summarize Existing Information	Hrs										
2.1	Obtain, Review Summarize Bridge Maintenance Reports	Hrs					4		4	\$ 5,086.00	\$ 528.00	\$ 5,614.00
2.2	Obtain, Review and Summarize FEMA information	Hrs					4		4	\$ 3,043.00	\$ 528.00	\$ 3,571.00
2.3	Field Review the bridge reach	Hrs		14		14	14		42	\$ 3,785.00	\$ 9,338.00	\$ 13,123.00
3.0	Outline Potential Countermeasure Options	Hrs										
3.1	Scour Countermeasure Considerations	Hrs		6		6	8		20	\$ 5,064.00	\$ 4,266.00	\$ 9,330.00
4.0	Engineering Assessment Technical Memorandum	Hrs										
4.1	Draft Engineering Assessment Technical Memorandum	Hrs		4		4	30	8	46	\$ 3,688.00	\$ 7,116.00	\$ 10,804.00
4.2	Respond to Comments and finalize Technical Memorandum	Hrs		4		4	4	8	20	\$ 1,777.00	\$ 3,684.00	\$ 5,461.00
Total Hours by Employee				0	48	0	28	72	16			
Loaded Hourly Rate (Base Period Rates)				331.00	287.00	265.00	248.00	132.00	127.00			
Total Labor Cost (Subconsultants & MGE)										\$26,730.00	\$32,256.00	\$58,986.00
Travel			Other Direct Costs				Total Cost					
Type	Rate	Units	Cost	Description	Unit Cost	Unit	Cost					
Mileage	\$0.655		\$0.00	Special Deliveries			\$0.00	MGE Fee				
Lodging	\$250.00		\$0.00	Reproduction			\$0.00	Travel				
M&IE	\$214.00		\$0.00					Other Direct Costs				
								Subconsultants (AVILA)				
								Total Cost				
Total Travel			\$0.00	Total Other Direct Costs			\$0.00	\$58,986.00				

COST PROPOSAL

CLIENT:

City of Portola

Work Scope: **OPTIONAL - Phase 2 Engineering Services**

1/2/2024

# Subtask Number	Task Description	Classification Function	Principal Engineer	Project Manager	Senior Engineer (Geotechnical)	Senior Engineer (Structures)	Associate Engineer (Structures)	Junior Engineer	Admin Assistant	Total Task Hours (MGE)	Subconsultant Costs (Avila)	MGE Costs	Total Task Cost
1.0	STRUCTURAL MODEL	Hrs								0			
1.1	CSI Bridge Model	Hrs	4	2		20	60			86		\$ 18,738.00	\$18,738.00
2.0	GEOTECHNICAL	Hrs								0			
2.1	Field Exploration	Hrs		1				40		41		\$ 5,567.00	\$5,567.00
2.2	Lab Analyses	Hrs		1				2		3		\$ 551.00	\$551.00
2.3	Engineering Evaluation	Hrs		2				8		10		\$ 1,630.00	\$1,630.00
3.0	HYDRAULICS	Hrs								0			
3.1	Hydraulic Analysis	Hrs								0	\$ 32,725.00	\$ -	\$32,725.00
4.0	Engineering Assessment Report	Hrs								0			
4.1	Assess and recommend potential scour countermeasures	Hrs	2	8		20		60		90		\$ 15,838.00	\$15,838.00
Total Hours by Employee			6	14	0	40	60	110	0	230			
Loaded Hourly Rate (Base Period Rates)			331.00	287.00	265.00	248.00	198.00	132.00	127.00				
Total Labor Cost (Subconsultants & MGE)											\$32,725.00	\$42,324.00	\$ 75,049.00

Travel			
Type	Rate	Units	Cost
Mileage	\$0.655	600	\$393.00
Lodging	\$200.00	3	\$600.00
M&IE	\$80.00	3	\$240.00
			\$0.00
Total Travel			\$1,233.00

Other Direct Costs			
Description	Unit Cost	Unit	Cost
Drill Permits (CA Fish & Wildlife)	\$1,500.00	1	\$1,500.00
Soil Boring Permit (NO FEE)			\$0.00
Drilling	\$25,000.00	1	\$25,000.00
Lab	\$1,000.00	1	\$1,000.00
Total Other Direct Costs			\$27,500.00

Total Cost	
MGE Fee	\$42,324.00
Travel	\$1,233.00
Other Direct Costs	\$27,500.00
Subconsultants (AVILA)	\$32,725.00
Total Cost	\$103,782.00



EXHIBIT A. SCOPE OF WORK

Emergency Scour Scoping Gulling Street over Middle Fork Feather River in City of Portola, CA

SCOPE OF WORK

This scope of work was prepared by Avila and Associates Consulting Engineers, Inc. (Avila) for MGE Engineering. The purpose of this analysis is to complete the emergency scour mitigation for the existing Gulling Street bridge over Middle Fork Feather River in the City of Portola, CA (Br #09C0130).

Task 1: Project Management:

Task 1.1 – Project Management: The Project Manager will conduct project oversight and review of work products prior to submittal for quality assurance Progress summaries as part of the monthly invoicing process will be prepared by the Project Manager.

Task 1.2 – Progress Meetings: Participate in project progress meetings (assume 3-2 hour calls)

Assumptions: Conference call meetings up to the budget limits.

Deliverables: Monthly invoices and progress summaries, as appropriate.

Task 2: Obtain, Review and Summarize Existing Information

Task 2.1– Obtain, Review Summarize Bridge Maintenance Reports: Avila will obtain, review and summarize the available bridge maintenance reports from BIRIS including routine maintenance reports, underwater inspections and special hydraulic analysis.

Task 2.2– Obtain and Review FEMA information: Avila will update the available information from FEMA by submitting a request to the FEMA library through the City of Potola, review the effective and preliminary Flood Information Study and hydrology information available from FEMA.

Task 2.3 –Field Investigation: Avila will meet with the City of Potola and field review the bridge reach with the project team.

Assumptions:

1. No hydraulic analysis is assumed for this phase of the scope of work.
2. No potential scour countermeasure or scour monitoring will be provided for this scope of work.

Deliverables: Summarized BIRIS reports and FEMA Information. Field review notes.

Task 3– Hydraulic Modeling and Potential Scour Countermeasure Scoping:

Task 3.1 – Provide potential scour countermeasure options: Provide potential scour countermeasure options for City consideration.

Task 4 – Hydraulic Analysis Memorandum (HAM):

Task 4.1 – Draft HAM: Complete a draft HAM documenting the existing conditions and potential scour countermeasure alternatives.

Task 4.2 – Final HAM: Incorporate comments in a Final HAM documenting the information gathering and potential scour countermeasure alternatives.

Assumptions:

The Draft and Final HAM will be provided in electronic format assuming one round of comments on the Draft HAM

Deliverables: Documentation of the scour analysis will be provided in a Final HAM via electronic mail.

Optional Services:

Task 5– Hydraulic Modeling and Potential Scour Countermeasure Scoping:

Task 5.1 – Set up an existing conditions HEC-RAS model based on Point Precipitation Hydrology:

Set up an existing conditions HEC-RAS hydraulic model based on a hydrograph developed from a Point Precipitation Model.

Task 5.2 – Set up a proposed conditions HEC-RAS model based on plans provided by project team: Update existing conditions HEC-RAS model based on plans provided by the project team.

Task 5.3– Estimate Local Scour at the existing bridge: Avila will estimate local pier, contraction, abutment, and pressure flow scour for the existing bridge using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*.

Task 5.4– Estimate Short Term Degradation: Avila will provide a survey request for a thalweg profile survey and estimate future short-term degradation based upon the results of the thalweg profile survey information.

Task 5.5 – Estimate Scour for up to 3 proposed alternative scour countermeasure strategies

Task 5.6 – Assist with developing a bridge scour monitoring plan: Assist with putting a monitoring plan together including adding monitoring devices at the bridge site. These might include monitoring movement of the bridge itself (with very sensitive tilt-meters) or monitoring channel elevations with active devices attached to the bridge.

Task 5.7 – Assist with installation of a bridge scour monitoring plan: Assist with installing a monitoring plan together including adding monitoring devices at the bridge site.

Assumptions: TBD

Deliverables: TBD.

We estimate that the effort would take a total of \$26,729 for Base Services as outlined in the attached fee exhibit.

Should you have any questions regarding this proposal, please feel free to contact me at (925) 673-0549 or e-mail at cavila@avilaassociates.com.

Very truly yours,

Avila and Associates Consulting Engineers, Inc.



Catherine M.C. Avila, P. E.

Principal

Attachment: Exhibit A: Fee Estimate

Exhibit A: Fee Estimate Base Services:

MFK Feather River for the City of Portola		Proj Mgr (eng)	Senior Engineer	Assistant Civil Engineer	Assistant Civil Engineer	Avila Staff Labor	Other Direct Costs	Total
		C Avila	Remington	Gwynn	Ferraro	Subtotal	(ODCs)	
		Rate (\$/hr)	\$255.36	\$189.50	\$122.30	\$127.68		
1	Project Management							
1.1	Project Management	6		4		\$2,021		\$2,021
1.2	Participate in project progress meetings (assume 3)	6		6		\$2,266		\$2,266
	Subtotal (Task 1)	12	0	10	0	\$4,287	\$0	\$4,287
2	Obtain, Review and Summarize Existing Information							
2.1	Obtain, Review Summarize Bridge Maintenance Reports:	16		4	4	\$5,086		\$5,086
2.2	Obtain, Review and Summarize FEMA information:	10		4		\$3,043		\$3,043
2.3	Field Review the bridge reach	14				\$3,575	\$210	\$3,785
	Subtotal (Task 2)	40	0	8	4	\$11,704	\$210	\$11,913
3	Outline Potential Countermeasure Options							
3.1	Provide potential hydraulic and/or monitoring scour countermeasures for consideration	16		8		\$5,064		\$5,064
	Subtotal (Task 3)	16	0	8	0	\$5,064		\$5,064
4	Hydraulic Assessment Memorandum							
4.1	Draft Hydraulic Assessment Memorandum documenting scour and alternatives analysis	12	2	2		\$3,688		\$3,688
4.2	Respond to comments and finalize Hydraulic Assessment Memorandum	6		2		\$1,777		\$1,777
	Subtotal (Task 4)	18	2	4	0	\$5,465		\$5,465
	Grand Total:	86	2	30	4	\$26,520	\$210	\$26,729

Optional Services:

Optional Services (or follow on work)		Proj Mgr (eng)	Senior Engineer	Assistant Civil Engineer	Assistant Civil Engineer	Avila Staff Labor	Other Direct Costs	Total
		C Avila	Remington	Gwynn	Ferraro	Subtotal	(ODCs)	
		\$255.36	\$189.50	\$122.30	\$127.68			
5	Optional Services							
5.1	Set up an existing conditions HEC-RAS model based on Point Precipitation Hydrology	6	36	8		\$9,333		\$9,333
5.2	Set up a proposed conditions HEC-RAS model based on plans provided by project team	4	8	4		\$3,027		\$3,027
5.3	Estimate local pier, contraction, abutment scour at the existing bridge	12		4		\$3,554		\$3,554
5.4	Estimate anticipated short term degradation from thalweg profile survey	8		4		\$2,532		\$2,532
5.5	Estimate scour for up to 3 proposed alternative countermeasure strategies	12		4		\$3,554		\$3,554
5.6	Coordinate monitoring plan design with ETI	24			8	\$7,150		\$7,150
5.7	Coordinate installation of monitoring devices with ETI	8			12	\$3,575		\$3,575