

RESOLUTION NO. 2523

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR OF
CALIFORNIA MARCH 4, 2020, AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF
PORTOLA FOR THE PERIOD OF AUGUST 11, 2022 TO SEPTEMBER 10, 2022
PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the City of Portola is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City of Portola's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Governor of California issued a proclamation of a state of emergency March 4, 2020 and the City Council of the City of Portola previously proclaimed by Official Proclamation on March 19, 2020, finding that the requisite conditions exist for the legislative bodies of the City of Portola to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City of Portola, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City of Portola specifically, a novel coronavirus, COVID-19, which symptoms include fever, cough, and shortness of breath with outcomes ranging from mild to severe illness, and in some cases death; and

WHEREAS, Plumas County, where the residents of the City of Portola reside, reports that many cases of COVID-19 and its variants continue to be contracted regularly within the county; and

WHEREAS, the City of Portola does hereby find that the Existence of a Local Emergency due to the COVID-19 Pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City of Portola and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City of Portola shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as

authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City Council of the City of Portola has been conducting meeting via live streaming at: <https://zoom.us/j/3583067836> or by phone at: 1.669.900.6833, meeting ID 358 306 7836 so that the public may participate in the City Council meetings;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency in the City of Portola and proclaims that a local emergency persists throughout the City, and the novel coronavirus, COVID-19, continues to persist within the City as well as throughout Plumas County at a rate that poses significant risk to the health of all citizens.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 19, 2020 .

Section 4. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of Portola are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 11, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(3) to extend the time during which the legislative bodies of the City of Portola may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Portola , this 24th day of August 2022, by the following vote:

AYES: Councilmember
Councilmember
Councilmember
Mayor Pro Tem
Mayor

NOES: _____

ABSENT: _____

ABSTAIN: _____

Pat Morton, Mayor

ATTEST:

Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, 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 August 24, 2022.

Mercadez Flewell, Deputy City Clerk

RESOLUTION NO. 2524

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
AUGUST 11, 2022 THROUGH AUGUST 24, 2022.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 44177-44199**

**PAYROLL
CHECK NUMBERS: 17167-17179**

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:	\$ 40,784.84
PAYROLL:	<u>\$ 27,492.13</u>
TOTAL:	\$ 68,276.97

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 24th day of August, 2022 by the following vote:

AYES: Councilmember
Councilmember
Councilmember
Mayor Pro Tem
Mayor

NOES: _____
ABSTAIN: _____
ABSENT: _____

Pat Morton, Mayor

ATTEST:

Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, 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 August 24, 2022.

Mercadez Flewell, Deputy City Clerk

8/18/2022 9:23 AM
 PACKET: 00106 AP SPECIAL CHECK 8.18.202
 VENDOR SET: 01 CITY OF PORTOLA
 BANK: PC POOLED CASH - PLUMAS

DIRECT PAYABLES CHECK REGISTER
 **** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000022	I-202208180579	SIERRA ROC CONCERT IN THE PARK	R	8/18/2022		300.00	044177	300.00

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	300.00	300.00
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:	1	0.00	300.00	300.00

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	300.00	300.00
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:	1	0.00	300.00	300.00

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2022	300.00CR
=====		
ALL		300.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 00105 AP 8.24.2022
VENDOR SET: 01 CITY OF PORTOLA
BANK: PC POOLED CASH - PLUMAS

**** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000005	I-202208180567	K & B TRANSPORTATION, LLC RIVERWALK REHAB PSR	R	8/24/2022		6,020.70	044178	6,020.70
0005	I-202208180569	AIRGAS, INC. ACETLENE/OXYGEN	R	8/24/2022		230.32	044179	230.32
0021	I-202208180570	AT&T 800 EMERGENCY LINE	R	8/24/2022		4.76	044180	4.76
0023	I-202208180574	AT&T CALNET 3 SCADA	R	8/24/2022		81.90	044181	81.90
0035	I-202208180561	BRADY INDUSTRIES ARPA	R	8/24/2022		703.65	044182	703.65
0055	I-202208180566	COATES TIRE CENTER VEH/EQUIP REPAIR	R	8/24/2022		231.56	044183	231.56
0062	I-202208180572	CSG CONSULTANTS CODE ENFORCEMENT	R	8/24/2022		6,240.00	044184	6,240.00
0090	I-202208180575	GRAINGER LDWTP EQUIP REPAIR	R	8/24/2022		442.25	044185	442.25
0111	I-202208180581	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	8/24/2022		673.58	044186	673.58
0130	I-202208180568	LEONARD'S MARKET POOL CONCESSIONS	R	8/24/2022		541.44	044187	541.44
0153	I-202208180576	NEVADA SMALL ENGINES EQUIP REPAIR	R	8/24/2022		324.73	044188	324.73
0165	I-202208180563	PALL CORPORATION LDWTP EQUIP REPAIR	R	8/24/2022		1,156.76	044189	1,156.76
0188	I-202208180560	PORTER SIMON CORPORATION LEGAL SERVICES	R	8/24/2022		6,015.00	044190	6,015.00
0218	I-202208180559	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	8/24/2022		275.00	044191	275.00
0225	I-202208180564	SONSRAY MACHINERY, LLC WATER SYSTEM IMPROVEMENTS	R	8/24/2022		7,937.07	044192	7,937.07

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	I-202208180571	STATE OF CALIFORNIA SIGNALS & LIGHTING	R	8/24/2022		535.16	044193	535.16
0235	I-202208180557	SUSAN SCARLETT ACCOUNTING SERVICES	R	8/24/2022		5,000.00	044194	5,000.00
0235	I-202208180573	SUSAN SCARLETT PUBLIC RECORDS REQUESTS	R	8/24/2022		1,745.12	044195	1,745.12
0246	I-202208180580	TYLER TECHNOLOGIES, INC INCODE SB2 GRANT	R	8/24/2022		220.00	044196	220.00
0264	I-202208180565	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	8/24/2022		1,963.64	044197	1,963.64
1	I-202208180577	GABE MARQUEZ REIMBURSEMENT	R	8/24/2022		101.97	044198	101.97
1	I-202208180578	BAILEY DIKES REIMBURSEMENT	R	8/24/2022		40.23	044199	40.23

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	22	0.00	40,484.84	40,484.84
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:	22	0.00	40,484.84	40,484.84

PACKET: 00105 AP 8.24.2022
VENDOR SET: 01 CITY OF PORTOLA
BANK: ALL

**** CHECK LISTING ****

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	22	0.00	40,484.84	40,484.84
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:	22	0.00	40,484.84	40,484.84

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2022	22,682.39CR
207	8/2022	1,739.55CR
208	8/2022	300.00CR
215	8/2022	250.00CR
710	8/2022	13,542.96CR
720	8/2022	1,569.94CR
730	8/2022	400.00CR
=====		
ALL		40,484.84CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**City of Portola
Minutes
Regular Meeting
August 10, 2022 06:00 PM
35 Third Ave Portola 96122
<https://www.cityofportola.com/>**

Mayor Pat Morton • Mayor Pro Tem Tom Cooley • Councilmember Phil Oels • Councilmember Stan Peiler • Councilmember Bill Powers

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Pat Morton.

A. Pledge of Allegiance

Lead by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro Tem Tom Cooley, Councilmember Phil Oels, Councilmember Stan Peiler, Councilmember Bill Powers

2. Public Comments

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Please note that California law prohibits the City Council from taking action on any matter which is not on the posted agenda, unless it is determined to be an urgency item by the City Council. Any member of the public wishing to address the City Council during "**PUBLIC COMMENT**" shall first secure permission of the presiding officer, stand; may give his/her name and address to the Clerk for the record. Each person addressing the City Council shall be limited to three minutes ordinarily, unless the presiding officer indicates a different amount will be allotted.

NONE

3. CITY COMMUNICATIONS

A. City Council Reports

Councilmember Oels attended the concert in the park event and had a table setup to discuss the firewise program.

Councilmember Peiler had nothing to report.

Councilmember Powers attended the LAFCO board meeting and monitored the music in the park, he thanked Mayor Pro Tem Cooley for stepping up and running the music in the park while he was unable to.

Mayor Pro Tem Cooley attended the LAFCO board meeting, a LAFCO webinar about tax code 99, a Special joint meeting of Board of Supervisors that included Lassen County, Plumas County, Modoc County and Sierra County regarding the Plumas National Forest Service Contract.

Mayor Morton attended the LAFCO board meeting and music in the park event.

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

Fire Report from Gay Miller - Beckwourth Fire District had a total of 32 calls for the month of July, 11 in the Beckwourth division and 21 in the Portola division, year to date call amount is 233, there were 5 pages to Eastern Plumas's district that BFD responded to. Grizzly Ranch CSD held a firewise event Sunday August 7th, BFD Captain Villa and USFS Engine Boss Ithurburn spoke to the group about how

well the companies are working together and would love to continue the progress for the future. during the event Grizzly CSD started a donation for BFD and raised \$2,030.00.

Sheriff's Report from Sergeant Klundby - From July 10 to August 10 there have been a total of 258 calls county wide with 131 being in the city of Portola, 14 disturbances, 8 arrests and bookings, and 7 property crimes. On August 27th there will be an event going on in Graeagle from 3-7.

Air Quality Report from Mikki Brown - On September 24th there will be a burnwise event at the vets hall in Portola from 11-3.

C. City Manager Report

Interim City Manager Jon Kennedy reported that the city is still searching for an administrative clerk, and gave an update on the Community Clean Up program. On the southside of town there were 56 properties marked to be cleaned, 41 have been finished with 15 pending, on the northside of town there have been 83 properties identified for the program and are waiting to be worked on. The city is receiving positive community feedback on the CCU program.

4. Consent Agenda

A. **Claims**- Adopt Resolution No. 2522 authorizing payment of claims for the period of July 13 through August 10, 2022

Accounts Payable: \$ 378,335.99

Payroll: \$ 64,031.07

Total: \$ 442,367.06

B. Approval of July 13, 2022 Minutes

Councilmember Stan Peiler motioned to approve. A second was made by Councilmember Phil Oels. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Stan Peiler** Aye **Councilmember Bill Powers**

5. **RFP Groundwater Monitoring Services Proposal Reviews** Mayor Pro Tem Tom Cooley motioned to approve. A second was made by Councilmember Stan Peiler. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Stan Peiler** Aye **Councilmember Bill Powers**

Tom Valentino explained that the State of CA requires the city to have its water monitor system tested quarterly. Previously Pat Flinn used to do this, but has since moved. There was an RFP sent out on July 6th to 7 different companies and McGinley submitted the most competitive bid. Caitlin Jelle will be the City's direct contact. A 5 year contract is recommended if awarded to McGinley

6. **Susan Scarlett Finance Officer Adjustment to Compensation** Councilmember Phil Oels motioned to approve. A second was made by Councilmember Stan Peiler. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Stan Peiler** Aye **Councilmember Bill Powers**

Interim City Manager Jon Kennedy explained the purpose of adding this as an agenda item. He felt it was important to be completely transparent with City Council regarding the high volume of public records requests. As discussed at the last council meeting, the volume has continued to increase. Jon has also discovered it may be difficult to fill the admin clerk position, due to the fact the city had 2 inquiries into the vacant position but decided to not apply due to the behavior of certain members of the public and the high volume of public records requests.

Susan explained that when she agreed to assist with public records requests she had not anticipated the abnormal number and nature of the requests. She has been doubling her time to get them done.

Antoinette Queensberry provided public comment thanking Susan Scarlett for all her hard work and putting in the extra time for public records requests and apologized for all the extra work she has had to do when most of the requests are nonsense.

The original motion was amended to reflect a motion to approve additional funds for Susan Scarlett

7. **Adjournment**

Mayor Morton adjourned the meeting at 6:35 p.m.

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tom Valentino, Solid Waste Consultant

MEETING: August 24, 2022

SUBJECT: Agreement for Groundwater Monitoring Services, City of Portola Landfill

BACKGROUND

At the August 10, 2022 meeting, following a review of proposals, the Portola City Council directed staff to prepare an agreement with McGinley & Associates for groundwater monitoring services at Portola Landfill.

Attached is an agreement prepared by City of Portola legal counsel Steve Gross and approved by a Principal of McGinley & Associates Caitlin Jelle. Exhibits A and B, McGinley's groundwater monitoring proposal and cost estimate, respectively, accompany the agreement.

The agreement is for a term of five years, commencing the third quarter 2022 and extending through the second quarter 2027. The total cost of the agreement over the term is an estimated \$169,985.60.

With City Council approval of the agreement, McGinley & Associates will commence activities to obtain groundwater samples at and nearby Portola Landfill during the third quarter 2022, in accordance with requirements contained in the landfill's Waste Discharge Requirements Order.

RECOMMENDATION

Staff recommends the City Council approve the groundwater monitoring services agreement and authorize Interim City Manager Kennedy to execute the agreement.

**CITY OF PORTOLA
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

This Professional Services Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by and between **McGinley & Associates, Inc., a Universal Engineering Sciences Company** (“CONSULTANT”), a State of Nevada Corporation with its principal place of business located in Reno, Nevada and the **City of Portola** (“CITY”), a California municipal corporation, for professional and related services to be provided to CITY.

**I
SCOPE OF SERVICES**

(A) Professional Services. Pursuant to the terms and conditions of this Agreement, CONSULTANT shall provide professional consulting services described in Exhibit “A” attached hereto and incorporated herein to the CITY, as directed and requested by the CITY.

(B) Additional Services. Any work or services in addition to the work or services described in Paragraph I(A) and Exhibit “A”, shall be performed by CONSULTANT if requested in writing by the CITY and agreed to by CONSULTANT. In no event shall CONSULTANT be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by the CITY prior to commencement of the work.

(C) CONSULTANT acknowledges and agrees that the services to be provided under this Agreement are for the benefit of the CITY and its staff, and that the CONSULTANT’s responsibility is to the CITY.

(D) CONSULTANT shall adhere to accepted professional standards as set forth by the relevant professional associations and warrants that it shall perform all services required under this Agreement in a manner consistent with generally accepted professional procedures and with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered.

**II
FEES FOR SERVICES**

For services provided by CONSULTANT to CITY pursuant to this Agreement, CITY shall pay CONSULTANT as described on Exhibit “B” attached hereto and incorporated herein.

**III
BILLING AND PAYMENT**

(A) CONSULTANT shall submit a monthly statement to CITY setting forth the amount due for services and itemizing amounts due for expenses. The statement shall in detail identify the person who performed the service, a description of the service performed, the amount of time spent on each item and the amount of the charge for each item. CITY retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement. The CITY retains the right to require the submittal by the CONSULTANT of all background research materials generated by the CONSULTANT in providing the services set forth herein.

(B) CITY shall pay the full amount of the undisputed amount of such statement within thirty (30) days after receipt. Any sums billed, not disputed in written form setting forth specific exceptions and unpaid after thirty (30) days from the date of receipt, shall be subject to a late payment charge equal to the lesser of one and one-half (1-1/2) percent or the maximum rate permitted by law, for each month or fraction thereof past due. The CITY and CONSULTANT shall meet and confer and use good faith efforts to resolve any billing dispute within thirty (30) days of the date that the City receives the statement with disputed charges.

IV OWNERSHIP OF DOCUMENTS

CONSULTANT agrees to return to the CITY, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from CITY and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, reports, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the CITY and CONSULTANT shall provide CITY with all such materials upon termination of this Agreement. Such materials may be used by the CITY for any purpose whatsoever.

V INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of CITY. CONSULTANT shall not have or claim any right arising from employee status.

VI TERMINATION OF AGREEMENT

(A) Notwithstanding any other provision of this Agreement, the either party may terminate this Agreement for any reason by giving seven (7) calendar days advance written notice to the other party.

(B) Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to CITY.

VII INSURANCE

(A) CONSULTANT shall maintain in effect at its own expense: (1) employer's liability insurance, one million dollars (\$1,000,000) aggregate of comprehensive general liability insurance (bodily injury and property damage); (2) comprehensive automobile liability insurance, one million dollars (\$1,000,000) aggregate (bodily injury and property damage) with respect to CONSULTANT's employees and vehicles assigned to the prosecution of work under this Agreement; (3) professional liability insurance, one million dollars (\$1,000,000) each occurrence and aggregate; and (4) worker's compensation insurance as required under the laws of the State of California.

(B) CONSULTANT shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by CITY, the cost of which will be reimbursed by CITY.

VIII INDEMNITY and HOLD HARMLESS

(A) CONSULTANT shall defend, indemnify and hold harmless CITY, its elected and appointed officials, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its subcontractors, agents, and employees in performance of services pursuant to this Agreement. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors, or omissions, whether active or passive, by CITY, its directors, officers, partners, agents, employees, or by others are excluded from CONSULTANT's obligations pursuant to this paragraph.

(B) CITY shall defend indemnify and hold harmless CONSULTANT, its agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CITY is determined to be legally liable resulting from negligent acts, errors, or omissions by CITY, its subcontractors, agents, and employees in performance of this Agreement. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors or omissions, whether active or passive, by CONSULTANT, its agents and employees, or by others are excluded from CITY's obligations pursuant to this paragraph.

(C) Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

IX MEDIATION

CITY and CONSULTANT agree to mediate any dispute or claim arising out of or connected with this Agreement which cannot be adjusted by and between them before resorting to court action. The parties shall endeavor to agree upon a mediator and commence the mediation within thirty (30) days of a written request therefore by the other party. Mediation fees, if any, shall be divided equally among the parties. If either party commences a court action (including any cross-complaint, counterclaim, or third-party claim) against the other party based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such court action.

X SUCCESSORS IN INTEREST

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of each of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

XI WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

**XII
SEVERAL OBLIGATIONS**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

**XIII
AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

**XIV
GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of California. Any mediation shall be conducted within the City of Portola, Plumas County, unless the parties agree to conduct it in a different location, and any action or lawsuit to enforce or interpret this Agreement shall be commenced and maintained only in Plumas County.

**XV
ATTORNEY'S FEES**

In any lawsuit brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

**XVI
ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**XVII
SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**XVIII
NOTICES**

(A) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person or sent by United States Mail, First Class postage prepaid:

To CONSULTANT: Ms. Caitlin Jelle, Director
McGinley & Associates, Inc.
5410 Longley Lane
Reno, NV 89521

To CITY: Mr. Jon Kennedy, Interim City Manager
City of Portola
35 Third Avenue
P.O. Box 1225
Portola, CA 96122

(B) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

**XIX
TIME OF ESSENCE**

Time is of the essence in this Agreement.

**XX
SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

CITY OF PORTOLA

CONSULTANT

By: _____

By: _____

Its _____

Its _____

EXHIBIT "A"

McGINLEY & ASSOCIATES, INC.
GROUNDWATER MONITORING PROPOSAL
CITY OF PORTOLA LANDFILL
AUGUST 3, 2022

August 3, 2022
McGinley Project No.: Proposal

City of Portola
35 Third Ave.
Portola, CA 96122

ATTN: Mr. Jon Kennedy (citymanager@cityofportola.com)

RE: RESPONSES TO REQUEST FOR PROPOSAL, GROUNDWATER MONITORING SERVICES, CITY OF PORTOLA LANDFILL, PORTOLA, CA

Dear Mr. Kennedy

McGinley and Associates, Inc.; a Universal Engineering Sciences (UES) Company (McGinley) is pleased to submit the enclosed proposal in response to your request for a proposal to provide groundwater monitoring services for the City of Portola Landfill. McGinley's contact details are below:

McGinley & Associates
5410 Longley Ln
Reno, NV 89521
775-829-2245
Contact: Caitlin Jelle, cjelle@mcgin.com

Attached is a Statement of Qualifications outlining our excellent team members and the approach we will take for this work. As stated in the RFP, the proposal includes this cover letter, company qualifications and profile, project methodology, proposed fees, a review of the Sample Agreement, and a brief statement of additional services that the McGinley team can provide.

Thank you for the opportunity to submit the enclosed proposal. Please feel free to contact the undersigned should you have any questions or need clarification of the information provided. McGinley sincerely appreciates your consideration of our team.

Respectfully submitted,
McGinley and Associates, Inc.



Caitlin Jelle, P.E. #C90990
Director, Due Diligence and Remediation



STATEMENT OF QUALIFICATIONS

Landfill Groundwater Sampling and Reporting Services

Reno
5410 Longley Lane
Reno, Nevada 89511
Ph: 775.829.2245

Las Vegas
4480 W. Hacienda, Ave. Suite 104
Las Vegas, NV 89118
Ph: 702.873.3478

www.mcgjin.com

- | Site Remediation
- | Soil & Groundwater Investigations
- | Closure Optimization
- | Air Quality Permitting & Modeling
- | Brownfields Redevelopment
- | Permitting & Compliance
- | NEPA Studies
- | Phase I Assessments
- | Indoor Air Quality
- | Storm Water & Spill Plans
- | Underground Tank Services
- | Toxics Release Inventory
- | Geographic Information Systems
- | Groundwater Modeling
- | Litigation Support & Expert Witness
- | Mining Plans of Operations
- | Mining Exploration Notices
- | Abandoned Mine Lands

Prepared for:

*City of Portola
Attn: Mr. Jon Kennedy
City Manager
35 Third Ave.
Portola, CA 96122*

August 3, 2022

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Attachment A	Resumes of Management Team
Attachment B	2022 Fee Schedule & Cost Estimate
Attachment C	Certificate of Insurance

1. EXECUTIVE SUMMARY

1.1 Company Overview

McGinley & Associates, Inc., a Universal Engineering Sciences company (McGinley) has been providing environmental consulting services to the public and private sectors since 2001. McGinley is a Nevada-based environmental and science consultancy with 35 Reno-based employees. The Team's knowledgeable professionals bring more than 150 years of combined experience in all geographic locations of Nevada to the table. McGinley has three Professional Geologists (PG) and two Professional Engineers (PE) licensed in the State of California on staff. Between the two fully operational McGinley Nevada offices, Reno and Las Vegas, we have conducted literally hundreds of assessment, mitigation, monitoring and remediation projects throughout eastern California and Nevada. Our clients include both public and private sectors, with facilities that include agricultural, aerospace, industrial, commercial, mining, residential and public complexes. With our extensive and relevant experience we have developed a comprehensive understanding of the effect of contaminants at environmentally impaired sites and their potential impact to human health and the environment.

At McGinley & Associates, our mission is to fully commit our values of impeccable service, technical skills and professionalism to every project we take on. As an environmental and engineering consulting firm, we are dedicated to the details that ensure success for any project. We make your issues our own. Our experience and expertise are the foundation upon which we build your solutions.

1.2 Capabilities

The capabilities offered by our team include a full spectrum of environmental services including:

- Groundwater studies
- Groundwater monitoring
- Procurement of Access Agreements and rights of way
- Soil boring installation
- Monitor well installation
- Surface and down-hole geophysics
- Aquifer testing
- Coordination of disposal/treatment of contaminated media
- Site reconnaissance
- Geologic evaluations and interpretations
- Contaminant fate and transport numerical modeling
- Soil vapor surveys
- Soil, air, water and groundwater sampling
- Waste characterization and management
- Identification of responsible parties
- Remediation and field construction oversight
- Field construction Quality Assurance/Quality Control
- Sampling and analysis plans
- Conceptual site models

- Human health risk assessments
- Ecological risk assessments
- Data validation
- Report evaluation
- Remedial system design and implementation
- Remedial system operations and maintenance
- Remediation permit procurement
- Remedial system optimization
- Monitoring and remediation report preparation
- Development of schedule of activities using cloud based gantt charts and other items

Not only are we fully committed to providing the City of Portola with the highest standard of environmental consulting services, the McGinley team also offers the following:

- The McGinley office in Reno is staffed with 35 personnel and the office in Las Vegas is staffed with eight personnel.
- The McGinley team has years of experience providing geologic, hydrogeologic, contaminant site assessment, monitoring, mitigation and site remediation services, in all kinds of weather conditions in eastern California and Nevada.
- McGinley possesses a complete inventory of in-house equipment to perform all monitoring and site assessment activities. Our fleet of vehicles includes a four wheel drive truck completely equipped with groundwater monitoring equipment and is dedicated to groundwater monitoring well sampling.
- McGinley has successfully completed hundreds of environmental projects in eastern California and Nevada with services including, landfill compliance monitoring, sampling and analysis plan (SAP) preparation, Phase I and II environmental site assessments (ESA), detailed site investigations, soil and groundwater remediation design and implementation, community outreach, monitoring and reporting, modeling, and risk assessment services.
- McGinley possesses strong working knowledge of California's environmental, geologic, hydrogeologic and climatic settings.
- McGinley possesses strong working knowledge of California and federal regulatory framework.
- McGinley provides superior client satisfaction, as demonstrated through extensive repeat business.
- McGinley possesses uncompromising ethical standards incumbent upon Professional Engineer's (PE) and Professional Geologists (PG).
- McGinley imposes stringent in-house Quality Assurance and Quality Control (QA/QC) measures.
- McGinley provides impeccable and cost-competitive, value-oriented environmental consulting services.
- From our Reno office, McGinley personnel have direct access to Portola. Over the past 21 years, McGinley has provided cost effective environmental consulting services in the following California counties: Alpine, El Dorado, Inyo, Mono, Placer, Lassen, Siskiyou

Nevada, Plumas, San Bernardino and San Joaquin.

2. RECENT RELEVANT EXPERIENCE

Provided in the table below is a summary of selected McGinley projects which include groundwater sampling and reporting services.

Project Name	Scope of Services	Client Name	Duration
Mono County Landfill Compliance Monitoring	Compliance groundwater sampling at six landfills under WDRs using multiple sampling techniques including low-flow with dedicated pumps and high volume purging with mobile equipment Prepare semi and annual reports for submission to the California Water Board.	Mono County	2018 to present
Former Nevada Field Laboratory	Sample up to 100 wells using multiple sampling techniques including dedicated purge pumps, mobile purge pumps and passive diffusion bag samplers (PDBs). Prepare semi and annual reports for submission to the Nevada DEP.	Boeing	2001 to present
Former Henderson City Landfill	Sample 20 wells using low flow purge procedures. Groundwater depths at 35 to 85 feet. Prepare annual report.	City of Henderson	2011 to present
Park Petroleum Elko	Sample 26 groundwater wells up to 80 feet deep on a quarterly basis. Prepare quarterly reports for submission to the NDEP.	Al Park Petroleum	2015 to present
Park Petroleum Crescent City	Sample 18 wells up to 120 feet deep on a quarterly basis. Prepare quarterly reports	Al Park Petroleum	2015 to present
Silver City RV Resort	Sample 28 wells up to 20 feet deep on a quarterly basis. Prepare quarterly reports	Silver City Resorts	2015 to present
Jerritt Canyon Mine Site	Sample 17 wells up to 150 feet deep on a quarterly basis. Prepare quarterly reports	Jerritt Canyon Mine	2016 to present

3. KEY PERSONNEL'S QUALIFICATIONS AND EXPERIENCE

3.1 Project Management

The McGinley personnel to be assigned to the Mono County Landfill Groundwater Sampling and Reporting Services have the requisite technical capabilities and project experience to perform all aspects of sampling, data interpretation and, report preparation.

Caitlin Jelle, PE, CEM – Ms. Jelle will be the Project Manager responsible for contracting, contract compliance, invoicing, and budget control. Ms. Jelle will also serve as Senior Engineer, responsible for PE certification and Quality Assurance/Quality Control (QA/QC) of all groundwater monitoring reports.

Anna Henry, EIT, CEM – Ms. Henry will be the Staff Engineer responsible for preparing all of the groundwater monitoring reports and acting as the sampling team leader.

Resumes for Ms. Jelle, Mr. McGinley and Ms. Henry are provided in Attachment A.

3.2 Field Personnel

Our proposed primary field Technician to conduct the groundwater sampling activities is Mr. Matt Timko. Mr. Timko has been the primary groundwater sampler for McGinley for more than three years and is responsible for the sampling at other landfill compliance projects. Field Technician support will be provided by Messrs. Domonic Whalen and Andrew Tkatch. This combined crew represents over 25 years of groundwater sampling experience.

4. PROJECT METHODOLOGY

Groundwater sampling activities will be conducted in accordance with all provisions stated in the applicable Waste Discharge Requirements issued by the Regional Water Board and the RFP issued by the City of Portola . Our proposed project methodology will include the following scope of services.

4.1 Pre-Field Activities

Prior to commencing with field activities a minimum of five business day notice will be provided to the appropriate City of Portola personnel and private homeowners of our intent to sample and/or gauge groundwater levels. We will coordinate with City personnel to gain site access and contact information for domestic well owners. A site-specific Health and Safety Plan (HASP) will be prepared and reviewed by all relevant personnel prior to commencing with field activities.

4.2 Groundwater Sample Collection

Groundwater samples will be collect as outlined in the following sections. All field data will be recorded on the groundwater sample log provided in Attachment A and/or one provided by the City of Portola.

4.2.1 Gauging

Prior to groundwater sample collection the groundwater level in each well will be gauged using an electronic water level meter with a resolution of 0.01 feet. The meter will be decontaminated with

an Alconox/distilled water solution after use at each well. Water level measurements will be recorded on the field log.

4.2.2 Purgings

Each well will be purged until field monitoring parameters stabilize and at least three casing volumes of water have been removed. Field parameters to be measured include depth to groundwater, pH, conductivity, temperature and turbidity. Stabilization of field parameters is considered complete when successive measurements of temperature are within 1 °C, pH is within 0.10, and electrical conductance is within 10 percent. Downhole equipment will be decontaminated with a distilled water/Alconox solution after use at each well. Wastewater generated during groundwater sampling will be discharged to ground surface unless otherwise noted.

4.2.3 Groundwater Sampling

Groundwater samples will be collected using a disposable polyethylene bailer. A new bailer will be used at each sample location. The groundwater sample will be placed in labeled laboratory-provided glass sample containers, preserved as necessary, and placed on ice in a cooler pending delivery to the laboratory for analysis. An equipment blank will be collected during each sampling event by collecting deionized water that has been run over decontaminated field equipment. This will provide quality control for decontamination procedures.

4.2.4 Domestic Well Sampling

Domestic well sampling will be conducted at three wells each quarter. To collect the sample, water will be run through the exterior faucet for approximately five minutes and then field parameters will be collected (less groundwater levels). A sample will be collected directly from the faucet in labeled laboratory-provided glass sample containers, preserved as necessary, and placed on ice in a cooler pending delivery to the laboratory for analysis.

4.2.5 Analytical Testing

Groundwater samples will be delivered to WETLAB in Sparks, Nevada under chain-of-custody protocol for analytical testing. The following table shows the analyses to be conducted by the lab based on the type of well (i.e., domestic and monitoring). Each sample shipment will include a travel blank. The laboratory will provide test results for each sample collected along with internal QC documentation and an EDF for uploading to the California Geotracker database.

Analysis Frequency						
Well Type	VOCs by 8260	General Chemistry	Dissolved Organics (Metals)	SVOCs by 8270D	Herbicides by 8151	Organophosphorus Compounds by 8141
Landfill Monitoring	Quarterly	Quarterly	Annual (4th quarter)	5 years (3rd QTR 22)	5 years (3rd QTR 22)	5 years (3rd QTR 22)
Domestic	Quarterly	-	-	-	-	-

4.3 Landfill Inspection and Observation

Landfill inspections will be conducted twice per year by McGinley staff under the oversight of a PE. The inspection will include a site visit to observe the conditions of the landfill's environmental control features including the final cover, surface drainage systems, and the storm water basins. Follow up actions to correct any deficiencies notes will be provided to the City immediately.

4.4 Report Preparation

McGinley will prepare semi-annual and annual reports for the landfill consistent with the requirement of the waste discharge requirements and standards of the Regional Board. The semi-annual reports are due to the Regional Board by August 1st, as such, a draft of each report will be submitted to the City for review by July 15th of each year. The annual reports are due to the Regional Board by February 1st, as such, a draft of each report will be submitted to the county by January 15th of each year.

The reports will include the following:

- a discussion of the landfills compliance with the WDR order,
- a summary of landfill inspections and observations,
- descriptions of groundwater sampling and handling procedures,
- groundwater elevations and supporting hydrographs and figures depicting flow velocity and direction,
- a discussion of laboratory results and supporting tables, time series plots, a Stiff diagram, and
- a discussion of any issues noted during sampling.

All reports will be reviewed and certified by a California licensed civil engineer (PE).

5. PROPOSED FEES

In accordance with the RFP, not to exceed costs have been broken out by quarter and/or semi-annual as appropriate. A summary of these costs are provided below. A fee schedule and breakdown of the costs are provided in Attachment B.

Professional fees shall be evaluated every two years, with an increase of up to 3% per evaluation

period, consistent with current economic conditions. Additionally, McGinley will annually collect competitive bids for analytical services and costs for those services will be updated accordingly.

Table 1. Cost Estimate - SUMMARY		
Task	Unit	Subtotal
1 - Groundwater Sampling	per quarter	\$2,252.00
2 - Semi-Annual Site Inspections	per semi-annual inspection	\$1,135.00
3 - Laboratory Costs	per quarter	\$4,471.28
4 - Report Preparation	per semi-annual report	\$2,417.00

McGinley certifies that the terms and conditions provided in this SOQ, including the fee schedule provided in Attachment B, shall remain in effect for 90 days following the Submission Deadline or until a final contract is awarded pursuant the RFQ, whichever occurs first.

6. SAMPLE AGREEMENT AND INSURANCE

McGinley personnel have reviewed the sample contract included with the RFP. We have no exceptions or necessary changes to the requirements and language of the sample contract. Additionally, McGinley's insurance meets the requirements stipulated in the RFP and agreement. A generic copy of certificated of insurance is provided as Attachment C. Upon award of the contract, City of Portola will be added as additionally insured.

7. ADDITIONAL SERVICES

Hydrogeology

McGinley & Associates, Inc. provides hydrogeologic services for water resources development and management objectives for clients throughout the Western U.S. We use state-of-the-art data acquisition and evaluation techniques to aid in defining and improving the understanding of often complex relationships between geology, climate, groundwater and surface water. Water quality services include:

- Hydrogeologic Evaluations & Studies
- Sustainable Groundwater Yield
- Aquifer Recharge, Storage and Recovery
- Numerical Groundwater & Surface Water Flow Modeling
- Well Locations, Design & Aquifer Testing
- Aqueous Geochemical Evaluations
- Baseline Hydrologic Conditions and Monitoring Programs
- Seeps, Springs, and Well Compliance Monitoring
- Expert Witness Services for Water Rights & Civil Litigation

Landfill Services

In addition to compliance monitoring, McGinley/UES team has worked closely with landfill owners and operators for over 20 years. Services include:

- Tier 1 and 2 Testing NMOC
- Landfill gas collection and destruction system
- Stormwater management and planning
- Landfill Gas to Energy
- Renewable Natural Gas
- Beneficial Re-use of Landfill Properties
- Construction CQA, including soils and liners
- Air Quality Permitting
- Negotiations with Regional Water Quality Control Boards
- Organics Management
- Hazardous Material Training
- Geotechnical evaluation, investigation, and testing

8. CLOSING

We appreciate the opportunity to submit this Statement of Qualifications and look forward to working with the City of Portola. Should you have any questions or need clarification, please feel free to contact the undersigned at your convenience.

Respectfully Submitted:

McGinley and Associates, Inc.

A handwritten signature in cursive script that reads "Caitlin Jelle".

Caitlin Jelle, PE #C90990
Director of Due Diligence and Remediation

EXHIBIT "B"

McGINLEY & ASSOCIATES, INC.
COST ESTIMATE FOR
GROUNDWATER MONITORING PROPOSAL
CITY OF PORTOLA LANDFILL
AUGUST 3, 2022

Table 1. Cost Estimate				
Description of Work	Unit Rate	UOM	Quantity	Total
Groundwater Sampling				
Project Manager	\$170	hr	3	\$510.00
Technician	\$98	hr	12	\$1,176.00
Travel Time	\$98	hr	2	\$196.00
Sampling Equipment	\$295	LS	1	\$295.00
Mileage	\$0.625	mi	120	\$75.00
Subtotal (per Quarter)				\$2,252.00
Estimated Total (20 quarters)				\$45,040.00
Site Inspection				
Project Manager	\$170	hr	2	\$340.00
Staff Engineer/Geologist	\$120	hr	4	\$480.00
Travel Time	\$120	day	2	\$240.00
Mileage	\$0.625	mi	120	\$75.00
Subtotal (per semi-annual inspection)				\$1,135.00
Estimated Total (10 semi-annual inspections)				\$11,350.00
Laboratory Analysis				
VOCs*	\$120	samples	260	\$31,200.00
General Chemistry	\$195	samples	160	\$31,200.00
Dissolved Organics (metals)	\$295	samples	40	\$11,800.00
5-year COC	\$887	samples	8	\$7,096.00
Markup	10%	LS		\$8,129.60
Estimated Subtotal (for 5 year contract)				\$89,425.60
Total (per quarter)				\$4,471.28
Report Preparation – Semi-Annual and Annual Reports				
Principal	\$195	hr	1	\$195.00
Project Manager	\$170	hr	4	\$680.00
Staff Engineer	\$120	hr	8	\$960.00
CAD Operator	\$98	hr	3	\$294.00
Administration	\$72	hr	4	\$288.00
Subtotal (per report)				\$2,417.00
Estimated Total (10 reports)				\$24,170.00

* sample quantity includes 8 landfill wells, 3 domestic wells, 1 equipment blank, and 1 trip blank



AGENDA ITEM NO.

**CITY OF PORTOLA
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: **BID OPENING AND AWARD FOR THE NORTH LOOP PHASE 1 PROJECT** (For reconstructing a portion of Joy Way within the city of Portola, between West Street and 220' east of Beckwith Street)

MEETING DATE: **August 24, 2022**

PREPARED BY: **Daniel B. Bastian**

DEPARTMENT: **Public Works, City Engineer**

RECOMMENDED ACTION:

The City Engineer recommends the City Council award the **NORTH LOOP PHASE 1 PROJECT** to Q&D Construction LLC for \$2,209,000.

BACKGROUND INFORMATION:

Five bids were received at the opening on August 8, 2022. Bid amounts ranged from \$2,209,000 (Q&D Construction LLC) to \$3,547,784.70 (S.T. Rhoades Construction) The Engineer's Estimate was \$2,990,401 (with contingencies).

The construction allocation approved by the CTC on March 2022 for this project was \$3,355,000.

See attached bid summaries for specific bid information (larger scale prints and/or an Excel spreadsheet can be provided upon request.)

The lowest bidder who submitted a responsive bid was Q&D Construction LLC. This contractor is appropriately licensed (Classification A), and its license is current and active. The City has not had previous contracts with this contractor, but they are a large and reputable firm and are more than capable of doing the

project the work. Plumas County Public Works has interacted with Q&D Construction LLC on a project in the recent past with no complaint.

The “Timely Use of Funds” for the CON component \$s requires that this project be awarded no later than September 16, 2022. The City has until March of 2025 to complete the project before CON reimbursements would become ineligible.

RECOMMENDATIONS:

It is recommended that the City Council take the following actions at the August 24, 2022, regular City Council meeting for continued processing the Bid:

1. Award the contract to Q&D Construction LLC for \$2,209,000.
2. Authorize the City Manager to sign the Notice of Award.
3. Authorize the City Engineer or Manager to sign the Notice to Proceed (once the bonds, insurance documents, contract agreement and pre-construction contract document requirements have been approved.)

The next steps to construction are:

- ✚ Issue Notice of Award.
- ✚ Provide Award Package form to the State per the funding requirement.
- ✚ Review the Agreement, Bonds, Documents and Certificates of Insurance.
- ✚ Execute the Contract Agreement (requires City Council action).
- ✚ Conduct a pre-construction meeting.
- ✚ Accept of Contractor's work schedule. (It is anticipated that some pothole work will occur this year, but actual construction will not start until 2023.)
- ✚ Issue Notice to Proceed. Suspend work until 2023.

FISCAL IMPACT:

Funding for this project is/has been 100% reimbursable through the State Transportation Improvement Program (STIP). There is no fiscal impact to the City, aside from general administration by city staff.

The CTC has approved construction related costs to \$3,355,000. A project award of \$2,209,000 to Q&D Construction LLC will allow for adequate

contingency costs and outside services for material testing etc.

ATTACHMENTS:

Bid Summary Final

Bid Summary for Contractors Final

cc: Steve Gross, City Attorney w/attachments

Q&D Construction w/attachments

City of Portola									
BID SUMMARY. Opened 8/8/2022 @2:00 p.m.									
PROJECT:									North Loop Phase 1
STATE PROJECT NUMBER:									5290(012)
LOCATION:									City of Portola
LOW BIDDER ORDER	Addendum #1	Addendum #2	Addendum #3	Bidder's Bond	Bid Form	Designation of Subcontractors	License Typ.	CONTRACTOR	BID
1	✓	✓	✓	✓	✓	✓	✓	Q&D Construction LLC	\$ 2,209,000.00
2	✓	✓	✓	✓	✓	✓	✓	Hat Creek Construction	\$ 2,667,776.00
3	✓	✓	✓	✓	✓	✓	✓	Stimple-Wiebelhaus Assoc.	\$ 2,889,812.00
4	✓	✓	✓	✓	✓	✓	✓	Sierra Nevada Construction	\$ 2,989,007.00
5	✓	✓	✓	✓	✓	✓	✓	S.T Rhoades Construction	\$ 3,547,784.70

CITY OF PORTOLA												
BID TABULATION SUMMARY												
PROJECT:		North Loop Phase 1										
STATE PROJECT NUMBER:		5290(012)										
LOCATION:		City of Portola										
							Low Bidder		Difference w/	Second Bidder		Difference w/
ENGINEER'S ESTIMATE							Q&D Construction		Engineer's Estimate	Hat Creek Con.		Engineer's Estimate
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL AMOUNT		BID UNIT PRICE	TOTAL AMOUNT	
1	999990	MOVE-IN/MOVE-OUT	LS	LUMP SUM	\$ 180,000.00	\$ 180,000	\$ 189,856.50	\$ 189,856.50	\$ 9,856.50	\$ 265,000.00	\$ 265,000.00	\$ 85,000.00
2	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 1,750.00	\$ 1,750.00	\$ (750.00)	\$ 1,050.00	\$ 1,050.00	\$ (1,450.00)
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$ 14,000.00	\$ 14,000	\$ 12,000.00	\$ 12,000.00	\$ (2,000.00)	\$ 2,700.00	\$ 2,700.00	\$ (11,300.00)
4	120100	TRAFFIC CONTROL	LS	LUMP SUM	\$ 170,000.00	\$ 170,000	\$ 160,000.00	\$ 160,000.00	\$ (10,000.00)	\$ 254,717.00	\$ 254,717.00	\$ 84,717.00
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN (2)	LS	LUMP SUM	\$ 15,000.00	\$ 15,000	\$ 10,000.00	\$ 10,000.00	\$ (5,000.00)	\$ 6,400.00	\$ 6,400.00	\$ (8,600.00)
6	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	\$ 34,000.00	\$ 34,000	\$ 14,000.00	\$ 14,000.00	\$ (20,000.00)	\$ 16,000.00	\$ 16,000.00	\$ (18,000.00)
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ (1,500.00)
8		INSTALL SWPPP BMPS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 7,500.00	\$ 7,500.00	\$ (12,500.00)	\$ 9,000.00	\$ 9,000.00	\$ (11,000.00)
9	146007	INVASIVE SPECIES CONTROL	LS	LUMP SUM	\$ 7,400.00	\$ 7,400	\$ 2,600.00	\$ 2,600.00	\$ (4,800.00)	\$ 3,500.00	\$ 3,500.00	\$ (3,900.00)
10	170103	CEARING AND GRUBBING	LS	LUMP SUM	\$ 35,000.00	\$ 35,000	\$ 13,800.00	\$ 13,800.00	\$ (21,200.00)	\$ 7,000.00	\$ 7,000.00	\$ (28,000.00)
11		SAW CUT	LF	410	\$ 10.00	\$ 4,100	\$ 7.65	\$ 3,136.50	\$ (963.50)	\$ 7.00	\$ 2,870.00	\$ (1,230.00)
12	760020	EXPLORATION HOLE - POT HOLE WATER AND SEWER LINES FOR LOCATION AND DEPTH	EA	53	\$ 370.00	\$ 19,610	\$ 1,400.00	\$ 74,200.00	\$ 54,590.00	\$ 500.00	\$ 26,500.00	\$ 6,890.00
13	130730	STREET SWEEPING	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ (7,000.00)
14	398200	COLD PLAN ASPHALT CONCRETE PAVEMENT	SQYD	5420	\$ 14.00	\$ 75,880	\$ 2.85	\$ 15,447.00	\$ (60,433.00)	\$ 3.00	\$ 16,260.00	\$ (59,620.00)
15		REMOVE ASPHALT CONCRETE GRINDINGS TO CITY LANDFILL	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 12,000.00	\$ 12,000.00	\$ (8,000.00)	\$ 8,000.00	\$ 8,000.00	\$ (12,000.00)
16	73170	REMOVE CONCRETE CURB	LF	6	\$ 9.10	\$ 55	\$ 185.00	\$ 1,110.00	\$ 1,055.40	\$ 10.00	\$ 60.00	\$ 5.40
17	731840	REMOVE CONCRETE CURB, GUTTER AND SIDEWALK & DISPOSAL	SQFT	6216	\$ 13.00	\$ 80,808	\$ 4.50	\$ 27,972.00	\$ (52,836.00)	\$ 5.50	\$ 34,188.00	\$ (46,620.00)
18	731820	REMOVE CONCRETE DRIVEWAY & DISPOSAL	CY	30	\$ 400.00	\$ 12,000	\$ 460.00	\$ 13,800.00	\$ 1,800.00	\$ 350.00	\$ 10,500.00	\$ (1,500.00)
19	710132	REMOVE CULVERTS	LF	240	\$ 67.00	\$ 16,080	\$ 109.00	\$ 26,160.00	\$ 10,080.00	\$ 37.00	\$ 8,880.00	\$ (7,200.00)
20	194001	DITCH EXCAVATION	CY	40	\$ 260.00	\$ 10,400	\$ 195.00	\$ 7,800.00	\$ (2,600.00)	\$ 90.00	\$ 3,600.00	\$ (6,800.00)
21	190101	ROADWAY EXCAVATION	CY	2450	\$ 90.00	\$ 220,500	\$ 52.20	\$ 127,890.00	\$ (92,610.00)	\$ 24.00	\$ 58,800.00	\$ (161,700.00)
22		SIDEWALK, RAMPS AND DRIVEWAY EXCAVATION	CY	221	\$ 300.00	\$ 66,300	\$ 79.00	\$ 17,459.00	\$ (48,841.00)	\$ 105.00	\$ 23,205.00	\$ (43,095.00)
23	192037	STRUCTURE, RETAINING WALL EXCAVATION	CY	120	\$ 95.00	\$ 11,400	\$ 136.00	\$ 16,320.00	\$ 4,920.00	\$ 225.00	\$ 27,000.00	\$ 15,600.00
24		CONCRETE VALLEY GUTTER EXCAVATION	CY	26	\$ 140.00	\$ 3,640	\$ 110.00	\$ 2,860.00	\$ (780.00)	\$ 300.00	\$ 7,800.00	\$ 4,160.00
25	198210	SUBGRADE ENHANCEMENT CLASS 3B	SQYD	5500	\$ 5.00	\$ 27,500	\$ 4.65	\$ 25,575.00	\$ (1,925.00)	\$ 3.10	\$ 17,050.00	\$ (10,450.00)
26	260203	CLASS 2 AGGREGATE SUBBASE	CY	2380	\$ 115.00	\$ 273,700	\$ 159.00	\$ 378,420.00	\$ 104,720.00	\$ 100.00	\$ 238,000.00	\$ (35,700.00)
27	190185	CLASS 2 AGGREGATE CURB BACKING	TON	100	\$ 140.00	\$ 14,000	\$ 167.00	\$ 16,700.00	\$ 2,700.00	\$ 86.00	\$ 8,600.00	\$ (5,400.00)
28	723080	ROCK SLOPE PROTECTION (60 LB. CLASS II, METHOD B	CY	30	\$ 450.00	\$ 13,500	\$ 322.00	\$ 9,660.00	\$ (3,840.00)	\$ 260.00	\$ 7,800.00	\$ (5,700.00)
29	729012	ROCK SLOPE FABRIC CLASS 10	SQYD	50	\$ 12.00	\$ 600	\$ 18.35	\$ 917.50	\$ 317.50	\$ 11.00	\$ 550.00	\$ (50.00)
30	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	\$ 6,000.00	\$ 6,000	\$ 1,518.00	\$ 1,518.00	\$ (4,482.00)	\$ 2,000.00	\$ 2,000.00	\$ (4,000.00)
31	730045	MINOR CONCRETE, A2-6 CURB AND GUTTER	CY	164	\$ 860.00	\$ 141,040	\$ 818.00	\$ 134,152.00	\$ (6,888.00)	\$ 2,000.00	\$ 328,000.00	\$ 186,960.00
32	730020	MINOR CONCRETE, A1-6 MODIFIED	CY	11	\$ 1,500.00	\$ 16,500	\$ 1,878.00	\$ 20,658.00	\$ 4,158.00	\$ 3,000.00	\$ 33,000.00	\$ 16,500.00
33	730020	MINOR CONCRETE, A1-6 RETAINING CURB	CY	14	\$ 1,500.00	\$ 21,000	\$ 1,812.00	\$ 25,368.00	\$ 4,368.00	\$ 2,700.00	\$ 37,800.00	\$ 16,800.00
34	731521	MINOR CONCRETE, 4" SIDEWALK	CY	140	\$ 1,510.00	\$ 211,400	\$ 552.00	\$ 77,280.00	\$ (134,120.00)	\$ 1,600.00	\$ 224,000.00	\$ 12,600.00
35	731516	MINOR CONCRETE, DRIVEWAY (6")	CY	80	\$ 1,200.00	\$ 96,000	\$ 536.00	\$ 42,880.00	\$ (53,120.00)	\$ 1,300.00	\$ 104,000.00	\$ 8,000.00
36	731516	MINOR CONCRETE, 6" CONCRETE VALLEY GUTTER	CY	24	\$ 1,200.00	\$ 28,800	\$ 1,160.00	\$ 27,840.00	\$ (960.00)	\$ 2,000.00	\$ 48,000.00	\$ 19,200.00
37	731502	MINOR CONCRETE, CURB RAMP	CY	31	\$ 3,400.00	\$ 105,400	\$ 837.00	\$ 25,947.00	\$ (79,453.00)	\$ 4,600.00	\$ 142,600.00	\$ 37,200.00
38	730070	CURB RAMP DETECTABLE WARNING SURFACE	SQFT	274	\$ 34.00	\$ 9,316	\$ 57.00	\$ 15,618.00	\$ 6,302.00	\$ 40.00	\$ 10,960.00	\$ 1,644.00
39	193013	STRUCTURAL BACKFILL, RETAINING WALL	CY	175.6	\$ 125.00	\$ 21,950	\$ 180.00	\$ 31,608.00	\$ 9,658.00	\$ 150.00	\$ 26,340.00	\$ 4,390.00
40	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	92	\$ 1,500.00	\$ 138,000	\$ 1,446.00	\$ 133,032.00	\$ (4,968.00)	\$ 1,900.00	\$ 174,800.00	\$ 36,800.00
41	731502	INSTALL PRECAST CONCRETE DROP INLET AND GRATE	EA	5	\$ 5,000.00	\$ 25,000	\$ 4,203.00	\$ 21,015.00	\$ (3,985.00)	\$ 5,000.00	\$ 25,000.00	\$ -
42	707117	INLET DEPRESSION	CY	3.5	\$ 2,400.00	\$ 8,400	\$ 925.00	\$ 3,237.50	\$ (5,162.50)	\$ 2,400.00	\$ 8,400.00	\$ -
43	390132	HOT MIX ASPHALT (TYPE A)	TON	1,426	\$ 218.00	\$ 310,868	\$ 169.00	\$ 240,994.00	\$ (69,874.00)	\$ 195.00	\$ 278,070.00	\$ (32,798.00)
44	394060	DATA CORE	LS	LUMP SUM	\$ 6,800.00	\$ 6,800	\$ 3,132.00	\$ 3,132.00	\$ (3,668.00)	\$ 3,000.00	\$ 3,000.00	\$ (3,800.00)
45	397005	TACK COAT	TON	10	\$ 1,600.00	\$ 16,000	\$ 262.00	\$ 2,620.00	\$ (13,380.00)	\$ 1,300.00	\$ 13,000.00	\$ (3,000.00)
46	610112	24" CORRUGATED STEEL PIPE (0.138" THICK)	LF	110	\$ 525.00	\$ 57,750	\$ 252.00	\$ 27,720.00	\$ (30,030.00)	\$ 200.00	\$ 22,000.00	\$ (35,750.00)
47	610107	15" CORRUGATED STEEL PIPE (0.138" THICK)	LF	80	\$ 140.00	\$ 11,200	\$ 194.00	\$ 15,520.00	\$ 4,320.00	\$ 170.00	\$ 13,600.00	\$ 2,400.00
48	610103	12" CORRUGATED STEEL PIPE (0.138" THICK)	LF	50	\$ 215.00	\$ 10,750	\$ 268.00	\$ 13,400.00	\$ 2,650.00	\$ 188.00	\$ 9,400.00	\$ (1,350.00)
49	610100	6" CORUGATED STEEL PIPE (0.138" THICK)	LF	30	\$ 95.00	\$ 2,850	\$ 180.00	\$ 5,400.00	\$ 2,550.00	\$ 157.00	\$ 4,710.00	\$ 1,860.00
50	705015	24" STEEL FLARED END SECTION	EA	1	\$ 1,050.00	\$ 1,050	\$ 1,945.00	\$ 1,945.00	\$ 895.00	\$ 500.00	\$ 500.00	\$ (550.00)
51	782120	RELOCATE MAILBOX CLUSTER	EA	2	\$ 3,000.00	\$ 6,000	\$ 4,051.00	\$ 8,102.00	\$ 2,102.00	\$ 1,600.00	\$ 3,200.00	\$ (2,800.00)
52	840555	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), CROSS WALK	LF	700	\$ 9.00	\$ 6,300	\$ 11.00	\$ 7,700.00	\$ 1,400.00	\$ 12.00	\$ 8,400.00	\$ 2,100.00
53	840560	4" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.00	\$ 6,400	\$ 1.60	\$ 5,120.00	\$ (1,280.00)	\$ 1.65	\$ 5,280.00	\$ (1,120.00)
54	840560	6" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.10	\$ 6,720	\$ 1.60	\$ 5,120.00	\$ (1,600.00)	\$ 1.85	\$ 5,920.00	\$ (800.00)
55	840555	12" THERMOPLASTIC LIMIT LINE AND STOP LINE	SQ. FT.	70	\$ 8.00	\$ 560	\$ 11.00	\$ 770.00	\$ 210.00	\$ 10.00	\$ 700.00	\$ 140.00
56		THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	200	\$ 2.50	\$ 500	\$ 1.60	\$ 320.00	\$ (180.00)	\$ 1.80	\$ 360.00	\$ (140.00)
57	840515	THERMOPLASTIC MARKING, BICYCLE, A24C (15 @ 7 sq. ft. ea.)	SQ. FT.	56	\$ 12.50	\$ 700	\$ 13.00	\$ 728.00	\$ 28.00	\$ 15.00	\$ 840.00	\$ 140.00
58		THERMOPLASTIC MARKING, "STOP" (5 @ 22 sq. ft. ea.)	SQ. FT.	88	\$ 12.50	\$ 1,100	\$ 13.00	\$ 1,144.00	\$ 44.00	\$ 12.00	\$ 1,056.00	\$ (44.00)
59	820270	REMOVE AND RELOCATE ROADSIDE SIGN	EA	4	\$ 800.00	\$ 3,200	\$ 409.00	\$ 1,636.00	\$ (1,564.00)	\$ 425.00	\$ 1,700.00	\$ (1,500.00)
60	820280	REMOVE AND REPLACE ROADSIDE SIGN (METAL POST)	EA	1	\$ 2,000.00	\$ 2,000	\$ 409.00	\$ 409.00	\$ (1,591.00)	\$ 450.00	\$ 450.00	\$ (1,550.00)
61		REMOVE, REPLACE AND/OR DISPOSE LANDSCAPE MATERIALS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 25,625.00	\$ 25,625.00	\$ 5,625.00	\$ 4,050.00	\$ 4,050.00	\$ (15,950.00)
62		REMOVE AND RELOCATE DELIVERY BOXES	EA	2	\$ 300.00	\$ 600	\$ 585.00	\$ 1,170.00	\$ 570.00	\$ 400.00	\$ 800.00	\$ 200.00
63		RELOCATE SPRINKLER SYSTEM	LS	LUMP SUM	\$ 2,000.00	\$ 2,000	\$ 2,921.00	\$ 2,921.00	\$ 921.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00
64	710208	ADJUST GATE VALVE BOX TO CONFORM TO NEW AC PAVEMENT GRADE. INSTALL NEW CONCRETE COLLAR.	EA	8	\$ 2,240.00	\$ 17,920	\$ 1,065.00	\$ 8,520.00	\$ (9,400.00)	\$ 1,500.00	\$ 12,000.00	\$ (5,920.00)
65	780258	ADJUST SEWER MANHOLE FRAME AND COVER. INSTALL NEW CONCRETE COLLAR.	EA	7	\$ 2,900.00	\$ 2,900	\$ 1,433.00	\$ 10,031.00	\$ 7,131.00	\$ 2,300.00	\$ 16,100.00	\$ 13,200.00
66		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX IN SIDEWALK	EA	3	\$ 3,000.00	\$ 9,000	\$ 4,045.00	\$ 12,135.00	\$ 3,135.00	\$ 1,500.00	\$ 4,500.00	\$ (4,500.00)
67		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX OUTSIDE SIDEWALK	EA	5	\$ 2,500.00	\$ 12,500	\$ 4,190.00	\$ 20,950.00	\$ 8,450.00	\$ 1,100.00	\$ 5,500.00	\$ (7,000.00)
68		1' CONCRETE DRIVEWAY TRANSITIONS/CONFORMS. Includes removal, disposal, subgrade preparation, and concrete placement.	CY	3	\$ 1,200.00	\$ 3,600	\$ 927.00	\$ 2,781.00	\$ (819.00)	\$ 900.00	\$ 2,700.00	\$ (900.00)

						Low Bidder		Difference w/	Second Bidder		Difference w/	
				ENGINEER'S ESTIMATE		Q&D Construction		Engineer's Estimate	Hat Creek Con.		Engineer's Estimate	
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL AMOUNT		BID UNIT PRICE	TOTAL AMOUNT	
						\$ 2,718,547	TOTAL:	\$ 2,209,000.00	\$ (509,546.60)	TOTAL:	\$ 2,667,766.00	\$ (50,780.60)
					10% Contingencies	\$ 271,854.66						
					Eng. Est. w/ contingencies	\$ 2,990,401	% of Engr's Est.	73.87%		% of Engr's Est.	89.21%	

CITY OF PORTOLA												
BID TABULATION SUMMARY												
PROJECT:		North Loop Phase 1										
STATE PROJECT NUMBER:		5290(012)										
LOCATION:		City of Portola										
ENGINEER'S ESTIMATE							Third Low Bidder		Difference w/	Fourth Bidder		Difference w/
ENGINEER'S ESTIMATE							Stimple-Wiebelhaus Assoc.		Engineer's	Sierra Nevada		Engineer's
ITEM	ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL AMOUNT	Estimate	BID UNIT PRICE	TOTAL AMOUNT	Estimate
NO.	CODE											
1	999990	MOVE-IN/MOVE-OUT	LS	LUMP SUM	\$ 180,000.00	\$ 180,000	\$ 400,000.00	\$ 400,000.00	\$ 220,000.00	\$ 275,000.00	\$ 275,000.00	\$ 95,000.00
2	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ (1,000.00)
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$ 14,000.00	\$ 14,000	\$ 7,500.00	\$ 7,500.00	\$ (6,500.00)	\$ 10,000.00	\$ 10,000.00	\$ (4,000.00)
4	120100	TRAFFIC CONTROL	LS	LUMP SUM	\$ 170,000.00	\$ 170,000	\$ 185,000.00	\$ 185,000.00	\$ 15,000.00	\$ 159,141.00	\$ 159,141.00	\$ (10,859.00)
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN (2)	LS	LUMP SUM	\$ 15,000.00	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ (7,000.00)	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00
6	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	\$ 34,000.00	\$ 34,000	\$ 8,000.00	\$ 8,000.00	\$ (26,000.00)	\$ 5,000.00	\$ 5,000.00	\$ (29,000.00)
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 2,000.00	\$ 2,000.00	\$ (500.00)	\$ 2,000.00	\$ 2,000.00	\$ (500.00)
8		INSTALL SWPPP BMPS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 12,000.00	\$ 12,000.00	\$ (8,000.00)	\$ 20,000.00	\$ 20,000.00	\$ -
9	146007	INVASIVE SPECIES CONTROL	LS	LUMP SUM	\$ 7,400.00	\$ 7,400	\$ 5,000.00	\$ 5,000.00	\$ (2,400.00)	\$ 2,000.00	\$ 2,000.00	\$ (5,400.00)
10	170103	CEARING AND GRUBBING	LS	LUMP SUM	\$ 35,000.00	\$ 35,000	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ (5,000.00)
11		SAW CUT	LF	410	\$ 10.00	\$ 4,100	\$ 9.00	\$ 3,690.00	\$ (410.00)	\$ 10.00	\$ 4,100.00	\$ -
12	760020	EXPLORATION HOLE - POT HOLE WATER AND SEWER LINES FOR LOCATION AND DEPTH	EA	53	\$ 370.00	\$ 19,610	\$ 550.00	\$ 29,150.00	\$ 9,540.00	\$ 650.00	\$ 34,450.00	\$ 14,840.00
13	130730	STREET SWEEPING	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 16,000.00	\$ 16,000.00	\$ (4,000.00)	\$ 20,000.00	\$ 20,000.00	\$ -
14	398200	COLD PLAN ASPHALT CONCRETE PAVEMENT	SQYD	5420	\$ 14.00	\$ 75,880	\$ 12.00	\$ 65,040.00	\$ (10,840.00)	\$ 8.00	\$ 43,360.00	\$ (32,520.00)
15		REMOVE ASPHALT CONCRETE GRINDINGS TO CITY LANDFILL	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ (15,000.00)
16	73170	REMOVE CONCRETE CURB	LF	6	\$ 9.10	\$ 55	\$ 500.00	\$ 3,000.00	\$ 2,945.40	\$ 10.00	\$ 60.00	\$ 5.40
17	731840	REMOVE CONCRETE CURB, GUTTER AND SIDEWALK & DISPOSAL	SQFT	6216	\$ 13.00	\$ 80,808	\$ 9.00	\$ 55,944.00	\$ (24,864.00)	\$ 2.00	\$ 12,432.00	\$ (68,376.00)
18	731820	REMOVE CONCRETE DRIVEWAY & DISPOSAL	CY	30	\$ 400.00	\$ 12,000	\$ 1,400.00	\$ 42,000.00	\$ 30,000.00	\$ 65.00	\$ 1,950.00	\$ (10,050.00)
19	710132	REMOVE CULVERTS	LF	240	\$ 67.00	\$ 16,080	\$ 90.00	\$ 21,600.00	\$ 5,520.00	\$ 70.00	\$ 16,800.00	\$ 720.00
20	194001	DITCH EXCAVATION	CY	40	\$ 260.00	\$ 10,400	\$ 450.00	\$ 18,000.00	\$ 7,600.00	\$ 225.00	\$ 9,000.00	\$ (1,400.00)
21	190101	ROADWAY EXCAVATION	CY	2450	\$ 90.00	\$ 220,500	\$ 23.00	\$ 56,350.00	\$ (164,150.00)	\$ 25.00	\$ 61,250.00	\$ (159,250.00)
22		SIDEWALK, RAMPS AND DRIVEWAY EXCAVATION	CY	221	\$ 300.00	\$ 66,300	\$ 145.00	\$ 32,045.00	\$ (34,255.00)	\$ 70.00	\$ 15,470.00	\$ (50,830.00)
23	192037	STRUCTURE, RETAINING WALL EXCAVATION	CY	120	\$ 95.00	\$ 11,400	\$ 145.00	\$ 17,400.00	\$ 6,000.00	\$ 225.00	\$ 27,000.00	\$ 15,600.00
24		CONCRETE VALLEY GUTTER EXCAVATION	CY	26	\$ 140.00	\$ 3,640	\$ 720.00	\$ 18,720.00	\$ 15,080.00	\$ 60.00	\$ 1,560.00	\$ (2,080.00)
25	198210	SUBGRADE ENHANCEMENT CLASS 3B	SQYD	5500	\$ 5.00	\$ 27,500	\$ 8.00	\$ 44,000.00	\$ 16,500.00	\$ 4.00	\$ 22,000.00	\$ (5,500.00)
26	260203	CLASS 2 AGGREGATE SUBBASE	CY	2380	\$ 115.00	\$ 273,700	\$ 125.00	\$ 297,500.00	\$ 23,800.00	\$ 100.00	\$ 238,000.00	\$ (35,700.00)
27	190185	CLASS 2 AGGREGATE CURB BACKING	TON	100	\$ 140.00	\$ 14,000	\$ 85.00	\$ 8,500.00	\$ (5,500.00)	\$ 130.00	\$ 13,000.00	\$ (1,000.00)
28	723080	ROCK SLOPE PROTECTION (60 LB. CLASS II, METHOD B	CY	30	\$ 450.00	\$ 13,500	\$ 460.00	\$ 13,800.00	\$ 300.00	\$ 240.00	\$ 7,200.00	\$ (6,300.00)
29	729012	ROCK SLOPE FABRIC CLASS 10	SQYD	50	\$ 12.00	\$ 600	\$ 100.00	\$ 5,000.00	\$ 4,400.00	\$ 15.00	\$ 750.00	\$ 150.00
30	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	\$ 6,000.00	\$ 6,000	\$ 5,000.00	\$ 5,000.00	\$ (1,000.00)	\$ 2,500.00	\$ 2,500.00	\$ (3,500.00)
31	730045	MINOR CONCRETE, A2-6 CURB AND GUTTER	CY	164	\$ 860.00	\$ 141,040	\$ 875.00	\$ 143,500.00	\$ 2,460.00	\$ 2,700.00	\$ 442,800.00	\$ 301,760.00
32	730020	MINOR CONCRETE, A1-6 MODIFIED	CY	11	\$ 1,500.00	\$ 16,500	\$ 1,200.00	\$ 13,200.00	\$ (3,300.00)	\$ 2,400.00	\$ 26,400.00	\$ 9,900.00
33	730020	MINOR CONCRETE, A1-6 RETAINING CURB	CY	14	\$ 1,500.00	\$ 21,000	\$ 1,200.00	\$ 16,800.00	\$ (4,200.00)	\$ 4,700.00	\$ 65,800.00	\$ 44,800.00
34	731521	MINOR CONCRETE, 4" SIDEWALK	CY	140	\$ 1,510.00	\$ 211,400	\$ 1,350.00	\$ 189,000.00	\$ (22,400.00)	\$ 2,300.00	\$ 322,000.00	\$ 110,600.00
35	731516	MINOR CONCRETE, DRIVEWAY (6")	CY	80	\$ 1,200.00	\$ 96,000	\$ 1,350.00	\$ 108,000.00	\$ 12,000.00	\$ 1,100.00	\$ 88,000.00	\$ (8,000.00)
36	731516	MINOR CONCRETE, 6" CONCRETE VALLEY GUTTER	CY	24	\$ 1,200.00	\$ 28,800	\$ 1,600.00	\$ 38,400.00	\$ 9,600.00	\$ 2,200.00	\$ 52,800.00	\$ 24,000.00
37	731502	MINOR CONCRETE, CURB RAMP	CY	31	\$ 3,400.00	\$ 105,400	\$ 1,625.00	\$ 50,375.00	\$ (55,025.00)	\$ 3,000.00	\$ 93,000.00	\$ (12,400.00)
38	730070	CURB RAMP DETECTABLE WARNING SURFACE	SQFT	274	\$ 34.00	\$ 9,316	\$ 51.00	\$ 13,974.00	\$ 4,658.00	\$ 85.00	\$ 23,290.00	\$ 13,974.00
39	193013	STRUCTURAL BACKFILL, RETAINING WALL	CY	175.6	\$ 125.00	\$ 21,950	\$ 255.00	\$ 44,778.00	\$ 22,828.00	\$ 195.00	\$ 34,242.00	\$ 12,292.00
40	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	92	\$ 1,500.00	\$ 138,000	\$ 2,300.00	\$ 211,600.00	\$ 73,600.00	\$ 3,800.00	\$ 349,600.00	\$ 211,600.00
41	731502	INSTALL PRECAST CONCRETE DROP INLET AND GRATE	EA	5	\$ 5,000.00	\$ 25,000	\$ 8,000.00	\$ 40,000.00	\$ 15,000.00	\$ 7,500.00	\$ 37,500.00	\$ 12,500.00
42	707117	INLET DEPRESSION	CY	3.5	\$ 2,400.00	\$ 8,400	\$ 5,000.00	\$ 17,500.00	\$ 9,100.00	\$ 3,000.00	\$ 10,500.00	\$ 2,100.00
43	390132	HOT MIX ASPHALT (TYPE A)	TON	1,426	\$ 218.00	\$ 310,868	\$ 200.00	\$ 285,200.00	\$ (25,668.00)	\$ 125.00	\$ 178,250.00	\$ (132,618.00)
44	394060	DATA CORE	LS	LUMP SUM	\$ 6,800.00	\$ 6,800	\$ 6,000.00	\$ 6,000.00	\$ (800.00)	\$ 5,000.00	\$ 5,000.00	\$ (1,800.00)
45	397005	TACK COAT	TON	10	\$ 1,600.00	\$ 16,000	\$ 1,600.00	\$ 16,000.00	\$ -	\$ 250.00	\$ 2,500.00	\$ (13,500.00)
46	610112	24" CORRUGATED STEEL PIPE (0.138" THICK)	LF	110	\$ 525.00	\$ 57,750	\$ 505.00	\$ 55,550.00	\$ (2,200.00)	\$ 270.00	\$ 29,700.00	\$ (28,050.00)
47	610107	15" CORRUGATED STEEL PIPE (0.138" THICK)	LF	80	\$ 140.00	\$ 11,200	\$ 375.00	\$ 30,000.00	\$ 18,800.00	\$ 190.00	\$ 15,200.00	\$ 4,000.00
48	610103	12" CORRUGATED STEEL PIPE (0.138" THICK)	LF	50	\$ 215.00	\$ 10,750	\$ 310.00	\$ 15,500.00	\$ 4,750.00	\$ 180.00	\$ 9,000.00	\$ (1,750.00)
49	610100	6" CORUGATED STEEL PIPE (0.138" THICK)	LF	30	\$ 95.00	\$ 2,850	\$ 360.00	\$ 10,800.00	\$ 7,950.00	\$ 140.00	\$ 4,200.00	\$ 1,350.00
50	705015	24" STEEL FLARED END SECTION	EA	1	\$ 1,050.00	\$ 1,050	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 1,650.00	\$ 1,650.00	\$ 600.00
51	782120	RELOCATE MAILBOX CLUSTER	EA	2	\$ 3,000.00	\$ 6,000	\$ 2,500.00	\$ 5,000.00	\$ (1,000.00)	\$ 1,650.00	\$ 3,300.00	\$ (2,700.00)
52	840555	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), CROSS WALK	LF	700	\$ 9.00	\$ 6,300	\$ 12.00	\$ 8,400.00	\$ 2,100.00	\$ 11.00	\$ 7,700.00	\$ 1,400.00
53	840560	4" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.00	\$ 6,400	\$ 2.00	\$ 6,400.00	\$ -	\$ 1.60	\$ 5,120.00	\$ (1,280.00)
54	840560	6" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.10	\$ 6,720	\$ 2.00	\$ 6,400.00	\$ (320.00)	\$ 1.60	\$ 5,120.00	\$ (1,600.00)
55	840555	12" THERMOPLASTIC LIMIT LINE AND STOP LINE	SQ. FT.	70	\$ 8.00	\$ 560	\$ 10.00	\$ 700.00	\$ 140.00	\$ 11.00	\$ 770.00	\$ 210.00
56		THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	200	\$ 2.50	\$ 500	\$ 2.00	\$ 400.00	\$ (100.00)	\$ 1.60	\$ 320.00	\$ (180.00)
57	840515	THERMOPLASTIC MARKING, BICYCLE, A24C (15 @ 7 sq. ft. ea.)	SQ. FT.	56	\$ 12.50	\$ 700	\$ 15.00	\$ 840.00	\$ 140.00	\$ 13.00	\$ 728.00	\$ 28.00
58		THERMOPLASTIC MARKING, "STOP" (5 @ 22 sq. ft. ea.)	SQ. FT.	88	\$ 12.50	\$ 1,100	\$ 12.00	\$ 1,056.00	\$ (44.00)	\$ 13.00	\$ 1,144.00	\$ 44.00
59	820270	REMOVE AND RELOCATE ROADSIDE SIGN	EA	4	\$ 800.00	\$ 3,200	\$ 350.00	\$ 1,400.00	\$ (1,800.00)	\$ 500.00	\$ 2,000.00	\$ (1,200.00)
60	820280	REMOVE AND REPLACE ROADSIDE SIGN (METAL POST)	EA	1	\$ 2,000.00	\$ 2,000	\$ 350.00	\$ 350.00	\$ (1,650.00)	\$ 750.00	\$ 750.00	\$ (1,250.00)
61		REMOVE, REPLACE AND/OR DISPOSE LANDSCAPE MATERIALS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 15,000.00	\$ 15,000.00	\$ (5,000.00)	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)
62		REMOVE AND RELOCATE DELIVERY BOXES	EA	2	\$ 300.00	\$ 600	\$ 350.00	\$ 700.00	\$ 100.00	\$ 1,650.00	\$ 3,300.00	\$ 2,700.00
63		RELOCATE SPRINKLER SYSTEM	LS	LUMP SUM	\$ 2,000.00	\$ 2,000	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,500.00
64	710208	ADJUST GATE VALVE BOX TO CONFORM TO NEW AC PAVEMENT GRADE. INSTALL NEW CONCRETE COLLAR.	EA	8	\$ 2,240.00	\$ 17,920	\$ 3,000.00	\$ 24,000.00	\$ 6,080.00	\$ 1,650.00	\$ 13,200.00	\$ (4,720.00)
65	780258	ADJUST SEWER MANHOLE FRAME AND COVER. INSTALL NEW CONCRETE COLLAR.	EA	7	\$ 2,900.00	\$ 2,900	\$ 3,000.00	\$ 21,000.00	\$ 18,100.00	\$ 3,300.00	\$ 23,100.00	\$ 20,200.00
66		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX IN SIDEWALK	EA	3	\$ 3,000.00	\$ 9,000	\$ 4,000.00	\$ 12,000.00	\$ 3,000.00	\$ 5,000.00	\$ 15,000.00	\$ 6,000.00
67		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX OUTSIDE SIDEWALK	EA	5	\$ 2,500.00	\$ 12,500	\$ 4,000.00	\$ 20,000.00	\$ 7,500.00	\$ 5,000.00	\$ 25,000.00	\$ 12,500.00
68		1' CONCRETE DRIVEWAY TRANSITIONS/CONFORMS. Includes removal, disposal, subgrade preparation, and concrete placement.	CY	3	\$ 1,200.00	\$ 3,600	\$ 2,000.00	\$ 6,000.00	\$ 2,400.00	\$ 3,000.00	\$ 9,000.00	\$ 5,400.00

					Third Low Bidder		Difference w/ Engineer's Estimate	Fourth Bidder Sierra Nevada Construction		Difference w/ Engineer's Estimate		
					Simple-Wiebelhaus Assoc.			BID UNIT PRICE	TOTAL AMOUNT		BID UNIT PRICE	TOTAL AMOUNT
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	TOTAL						
						\$ 2,718,547	TOTAL:	\$ 2,889,812.00	\$ 171,265.40	TOTAL:	\$ 2,989,007.00	\$ 270,460.40
					10% Contingencies	\$ 271,854.66						
					Eng. Est. w/ contingencies	\$ 2,990,401	% of Engr's Est.	96.64%		% of Engr's Est.	99.95%	

CITY OF PORTOLA									
BID TABULATION SUMMARY									
PROJECT:		North Loop Phase 1							
STATE PROJECT NUMBER:		5290(012)							
LOCATION:		City of Portola							
							Fifth Bidder		Difference w/
				ENGINEER'S ESTIMATE		S.T Rhoades Construction		Engineer's Estimate	
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL AMOUNT	
1	999990	MOVE-IN/MOVE-OUT	LS	LUMP SUM	\$ 180,000.00	\$ 180,000	\$ 550,000.00	\$ 550,000.00	\$ 370,000.00
2	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 1,000.00	\$ 1,000.00	\$ (1,500.00)
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$ 14,000.00	\$ 14,000	\$ 8,000.00	\$ 8,000.00	\$ (6,000.00)
4	120100	TRAFFIC CONTROL	LS	LUMP SUM	\$ 170,000.00	\$ 170,000	\$ 260,000.00	\$ 260,000.00	\$ 90,000.00
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN (2)	LS	LUMP SUM	\$ 15,000.00	\$ 15,000	\$ 11,000.00	\$ 11,000.00	\$ (4,000.00)
6	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	\$ 34,000.00	\$ 34,000	\$ 45,000.00	\$ 45,000.00	\$ 11,000.00
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	LUMP SUM	\$ 2,500.00	\$ 2,500	\$ 1,000.00	\$ 1,000.00	\$ (1,500.00)
8		INSTALL SWPPP BMPS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 3,100.00	\$ 3,100.00	\$ (16,900.00)
9	146007	INVASIVE SPECIES CONTROL	LS	LUMP SUM	\$ 7,400.00	\$ 7,400	\$ 2,000.00	\$ 2,000.00	\$ (5,400.00)
10	170103	CEARING AND GRUBBING	LS	LUMP SUM	\$ 35,000.00	\$ 35,000	\$ 20,000.00	\$ 20,000.00	\$ (15,000.00)
11		SAW CUT	LF	410	\$ 10.00	\$ 4,100	\$ 12.00	\$ 4,920.00	\$ 820.00
12	760020	EXPLORATION HOLE - POTHOLE WATER AND SEWER LINES FOR LOCATION AND DEPTH	EA	53	\$ 370.00	\$ 19,610	\$ 663.00	\$ 35,139.00	\$ 15,529.00
13	130730	STREET SWEEPING	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 24,700.00	\$ 24,700.00	\$ 4,700.00
14	398200	COLD PLAN ASPHALT CONCRETE PAVEMENT	SQYD	5420	\$ 14.00	\$ 75,880	\$ 8.45	\$ 45,799.00	\$ (30,081.00)
15		REMOVE ASPHALT CONCRETE GRINDINGS TO CITY LANDFILL	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 41,910.00	\$ 41,910.00	\$ 21,910.00
16	73170	REMOVE CONCRETE CURB	LF	6	\$ 9.10	\$ 55	\$ 51.00	\$ 306.00	\$ 251.40
17	731840	REMOVE CONCRETE CURB, GUTTER AND SIDEWALK & DISPOSAL	SQFT	6216	\$ 13.00	\$ 80,808	\$ 30.00	\$ 186,480.00	\$ 105,672.00
18	731820	REMOVE CONCRETE DRIVEWAY & DISPOSAL	CY	30	\$ 400.00	\$ 12,000	\$ 312.00	\$ 9,360.00	\$ (2,640.00)
19	710132	REMOVE CULVERTS	LF	240	\$ 67.00	\$ 16,080	\$ 57.00	\$ 13,680.00	\$ (2,400.00)
20	194001	DITCH EXCAVATION	CY	40	\$ 260.00	\$ 10,400	\$ 118.50	\$ 4,740.00	\$ (5,660.00)
21	190101	ROADWAY EXCAVATION	CY	2450	\$ 90.00	\$ 220,500	\$ 100.00	\$ 245,000.00	\$ 24,500.00
22		SIDEWALK, RAMPS AND DRIVEWAY EXCAVATION	CY	221	\$ 300.00	\$ 66,300	\$ 435.00	\$ 96,135.00	\$ 29,835.00
23	192037	STRUCTURE, RETAINING WALL EXCAVATION	CY	120	\$ 95.00	\$ 11,400	\$ 188.00	\$ 22,560.00	\$ 11,160.00
24		CONCRETE VALLEY GUTTER EXCAVATION	CY	26	\$ 140.00	\$ 3,640	\$ 635.00	\$ 16,510.00	\$ 12,870.00
25	198210	SUBGRADE ENHANCEMENT CLASS 3B	SQYD	5500	\$ 5.00	\$ 27,500	\$ 4.00	\$ 22,000.00	\$ (5,500.00)
26	260203	CLASS 2 AGGREGATE SUBBASE	CY	2380	\$ 115.00	\$ 273,700	\$ 100.00	\$ 238,000.00	\$ (35,700.00)
27	190185	CLASS 2 AGGREGATE CURB BACKING	TON	100	\$ 140.00	\$ 14,000	\$ 128.00	\$ 12,800.00	\$ (1,200.00)
28	723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B)	CY	30	\$ 450.00	\$ 13,500	\$ 229.00	\$ 6,870.00	\$ (6,630.00)
29	729012	ROCK SLOPE FABRIC CLASS 10	SQYD	50	\$ 12.00	\$ 600	\$ 21.00	\$ 1,050.00	\$ 450.00
30	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM	\$ 6,000.00	\$ 6,000	\$ 6,550.00	\$ 6,550.00	\$ 550.00
31	730045	MINOR CONCRETE, A2-6 CURB AND GUTTER	CY	164	\$ 860.00	\$ 141,040	\$ 1,500.00	\$ 246,000.00	\$ 104,960.00
32	730020	MINOR CONCRETE, A1-6 MODIFIED	CY	11	\$ 1,500.00	\$ 16,500	\$ 1,500.00	\$ 16,500.00	\$ -
33	730020	MINOR CONCRETE, A1-6 RETAINING CURB	CY	14	\$ 1,500.00	\$ 21,000	\$ 1,500.00	\$ 21,000.00	\$ -
34	731521	MINOR CONCRETE, 4" SIDEWALK	CY	140	\$ 1,510.00	\$ 211,400	\$ 1,500.00	\$ 210,000.00	\$ (1,400.00)
35	731516	MINOR CONCRETE, DRIVEWAY (6")	CY	80	\$ 1,200.00	\$ 96,000	\$ 1,500.00	\$ 120,000.00	\$ 24,000.00
36	731516	MINOR CONCRETE, 6" CONCRETE VALLEY GUTTER	CY	24	\$ 1,200.00	\$ 28,800	\$ 1,600.00	\$ 38,400.00	\$ 9,600.00
37	731502	MINOR CONCRETE, CURB RAMP	CY	31	\$ 3,400.00	\$ 105,400	\$ 1,500.00	\$ 46,500.00	\$ (58,900.00)
38	730070	CURB RAMP DETECTABLE WARNING SURFACE	SQFT	274	\$ 34.00	\$ 9,316	\$ 45.00	\$ 12,330.00	\$ 3,014.00
39	193013	STRUCTURAL BACKFILL, RETAINING WALL	CY	175.6	\$ 125.00	\$ 21,950	\$ 247.00	\$ 43,373.20	\$ 21,423.20
40	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	92	\$ 1,500.00	\$ 138,000	\$ 3,000.00	\$ 276,000.00	\$ 138,000.00
41	731502	INSTALL PRECAST CONCRETE DROP INLET AND GRATE	EA	5	\$ 5,000.00	\$ 25,000	\$ 5,410.00	\$ 27,050.00	\$ 2,050.00
42	707117	INLET DEPRESSION	CY	3.5	\$ 2,400.00	\$ 8,400	\$ 1,200.00	\$ 4,200.00	\$ (4,200.00)
43	390132	HOT MIX ASPHALT (TYPE A)	TON	1,426	\$ 218.00	\$ 310,868	\$ 235.00	\$ 335,110.00	\$ 24,242.00
44	394060	DATA CORE	LS	LUMP SUM	\$ 6,800.00	\$ 6,800	\$ 9,100.00	\$ 9,100.00	\$ 2,300.00
45	397005	TACK COAT	TON	10	\$ 1,600.00	\$ 16,000	\$ 1,000.00	\$ 10,000.00	\$ (6,000.00)
46	610112	24" CORRUGATED STEEL PIPE (0.138" THICK)	LF	110	\$ 525.00	\$ 57,750	\$ 330.00	\$ 36,300.00	\$ (21,450.00)
47	610107	15" CORRUGATED STEEL PIPE (0.138" THICK)	LF	80	\$ 140.00	\$ 11,200	\$ 230.00	\$ 18,400.00	\$ 7,200.00
48	610103	12" CORRUGATED STEEL PIPE (0.138" THICK)	LF	50	\$ 215.00	\$ 10,750	\$ 280.00	\$ 14,000.00	\$ 3,250.00
49	610100	6" CORUGATED STEEL PIPE (0.138" THICK)	LF	30	\$ 95.00	\$ 2,850	\$ 220.00	\$ 6,600.00	\$ 3,750.00
50	705015	24" STEEL FLARED END SECTION	EA	1	\$ 1,050.00	\$ 1,050	\$ 727.50	\$ 727.50	\$ (322.50)
51	782120	RELOCATE MAILBOX CLUSTER	EA	2	\$ 3,000.00	\$ 6,000	\$ 7,600.00	\$ 15,200.00	\$ 9,200.00
52	840555	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), CROSS WALK	LF	700	\$ 9.00	\$ 6,300	\$ 12.00	\$ 8,400.00	\$ 2,100.00
53	840560	4" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.00	\$ 6,400	\$ 1.65	\$ 5,280.00	\$ (1,120.00)
54	840560	6" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	\$ 2.10	\$ 6,720	\$ 1.85	\$ 5,920.00	\$ (800.00)
55	840555	12" THERMOPLASTIC LIMIT LINE AND STOP LINE	SQ. FT.	70	\$ 8.00	\$ 560	\$ 10.00	\$ 700.00	\$ 140.00
56		THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	200	\$ 2.50	\$ 500	\$ 1.80	\$ 360.00	\$ (140.00)
57	840515	THERMOPLASTIC MARKING, BICYCLE, A24C (15 @ 7 sq. ft. ea.)	SQ. FT.	56	\$ 12.50	\$ 700	\$ 15.00	\$ 840.00	\$ 140.00
58		THERMOPLASTIC MARKING, "STOP" (5 @ 22 sq. ft. ea.)	SQ. FT.	88	\$ 12.50	\$ 1,100	\$ 12.00	\$ 1,056.00	\$ (44.00)
59	820270	REMOVE AND RELOCATE ROADSIDE SIGN	EA	4	\$ 800.00	\$ 3,200	\$ 605.00	\$ 2,420.00	\$ (780.00)
60	820280	REMOVE AND REPLACE ROADSIDE SIGN (METAL POST)	EA	1	\$ 2,000.00	\$ 2,000	\$ 670.00	\$ 670.00	\$ (1,330.00)
61		REMOVE, REPLACE AND/OR DISPOSE LANDSCAPE MATERIALS	LS	LUMP SUM	\$ 20,000.00	\$ 20,000	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00
62		REMOVE AND RELOCATE DELIVERY BOXES	EA	2	\$ 300.00	\$ 600	\$ 605.00	\$ 1,210.00	\$ 610.00
63		RELOCATE SPRINKLER SYSTEM	LS	LUMP SUM	\$ 2,000.00	\$ 2,000	\$ 13,665.00	\$ 13,665.00	\$ 11,665.00
64	710208	ADJUST GATE VALVE BOX TO CONFORM TO NEW AC PAVEMENT GRADE. INSTALL NEW CONCRETE COLLAR.	EA	8	\$ 2,240.00	\$ 17,920	\$ 1,270.00	\$ 10,160.00	\$ (7,760.00)
65	780258	ADJUST SEWER MANHOLE FRAME AND COVER. INSTALL NEW CONCRETE COLLAR.	EA	7	\$ 2,900.00	\$ 2,900	\$ 1,400.00	\$ 9,800.00	\$ 6,900.00
66		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX IN SIDEWALK	EA	3	\$ 3,000.00	\$ 9,000	\$ 788.00	\$ 2,364.00	\$ (6,636.00)
67		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX OUTSIDE SIDEWALK	EA	5	\$ 2,500.00	\$ 12,500	\$ 788.00	\$ 3,940.00	\$ (8,560.00)
68		1' CONCRETE DRIVEWAY TRANSITIONS/CONFORMS. Includes removal, disposal, subgrade preparation, and concrete placement.	CY	3	\$ 1,200.00	\$ 3,600	\$ 1,200.00	\$ 3,600.00	\$ -

					Fifth Bidder			Difference w/ Engineer's Estimate	
					ENGINEER'S ESTIMATE		S.T Rhoades Construction		
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL AMOUNT	
						\$ 2,718,547	TOTAL:	\$ 3,547,784.70	\$ 829,238.10
				10% Contingencies		\$ 271,854.66			
				Eng. Est. w/ contingencies		\$ 2,990,401	% of Engr's Est.	118.64%	

CITY COUNCIL AGENDA STAFF REPORT

DATE: August 16, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Susan Scarlett, Finance Officer

MEETING: August 24, 2022

SUBJECT: Abandoned Vehicle Abatement Program

BACKGROUND:

In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities, pursuant to the provisions of Section 22710 VC. In 2007, the Service Authority was formed and imposed a one-dollar annual vehicle registration fees on vehicles registered to an owner with an address in the County of Plumas.

Vehicle registration fees are collected by the Department of Motor Vehicles and allocated to the Service Authority by the State Controller's Office pursuant to Section 9250.7 VC. Fees are then allocated to 2 participating entities on the basis of percentage of vehicles abated in relation to the total vehicles abated by the county as a whole. The current participating entities are the County of Plumas and the City of Portola. Since the inception of the program the City has received \$82,501.74 which has allowed staff to abate 253 vehicles.

The current program expired on September 30, 2017. New legislation allows the local service authorities to extend the programs every 10 years with the approval of the County and a majority of the cities comprising a majority of the population of the incorporated areas. Adoption of the attached resolution is the first step towards the extension of this important program.

RECOMMENDATION:

Adopt Resolution No. 2526 reinstating and extending the Abandoned Vehicle Abatement Program until September 30, 2032

RESOLUTION NO. 2526

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE ABANDONED
VEHICLE ABATEMENT (AVA) PROGRAM UNTIL SEPTEMBER 2032**

WHEREAS, the Service Authority for the AVA program was formed on October 1, 2007; and

WHEREAS, the AVA program has contributed \$82,501.74 and allowed for the abatement of 253 abandoned vehicles in the City of Portola; and

WHEREAS, the AVA fee collection program in Plumas County was suspended by the State Controller's office on January 25, 2016; and

WHEREAS, the State Controller's Office has determined that Plumas County has spent down the unexpended dollar amount leading to the suspension; and

WHEREAS, legislation allows for reinstatement and extension of the program with the approval of the County and a majority of the cities comprising a majority of the population of the incorporated areas; and

WHEREAS, it is desirable to the County of Plumas and the City of Portola to have the program continue,

THEREFORE, BE IT RESOLVED, that the City Council of the City of Portola support the reinstatement and extension of the AVA program until September 2032.

On a motion by Council Member _____, Seconded by Council Member _____, the foregoing resolution was passed and adopted by the Governing Body of the City of Portola.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Morton

Attest:

Mercedez Flewell, Deputy City Clerk

CITY COUNCIL AGENDA STAFF REPORT

DATE: August 17, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Susan Scarlett, Finance Officer

MEETING: August 24, 2022

SUBJECT: Fire Service Assessment – Consider approval of Resolution No. 2525 authorizing Plumas County to place the Fire Service Assessment on the tax roll.

BACKGROUND:

Annually the City of Portola is requested to enroll the City Direct Charges (Special Assessments) on the County Property Tax bills. In the case of the City of Portola, this tax is for the Fire Tax assessment. To request the County to assess the Fire Tax on the tax bill the City Council must adopt a Resolution of request that warrants the legality of said charges and defends and indemnifies the County from any challenge to the legality thereof.

The tax assessment list and certification for review have been completed and submitted to the County. Once this resolution is adopted it will also be forwarded to the County.

RECOMMENDATION:

Adopt Resolution No 2525: A Resolution of the City Council of the City of Portola requesting collection of charges on the tax roll.

RESOLUTION NO. 2525

REQUESTING COLLECTION OF CHARGES ON TAX ROLL

Whereas the City of Portola (hereinafter "District/City") requests the County of Plumas collect on the County tax rolls certain charges which have been imposed pursuant as a result of the Special Election held in Community Services District No. 1 of the City of Portola on November 6, 1984, pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government code by the District/City, attached hereto, and

Whereas, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

Now, Therefore, Be It Hereby Resolved by the Board/Council of District/City that:

1. The Auditor-Controller of Plumas County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District/City warrants and represents that the taxes, assessments, fees and/or charges imposed by the District/City and being requested to be collected by Plumas County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District/City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District/City.
4. The District/City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's/City's of said taxes, assessments, fees and/or charges requested to be collected by County for District/City, or in any manner arising out of District's/City's establishment and imposition of said taxes, assessments, fees and/or charges. District/City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's/City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District/City, including property taxes.
5. The District/City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District/City by County from any person concerning the District's/City's taxes, assessments, fees and/or charges, and that District/City will not refer such persons to County officers and employees for response.

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6. The District/City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and charges, as provided by Government Code sections 29304 and 51800.

GC 29304.

Whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, officer, or body, and the same are to be collected by the county or any county officer, whether acting as a county officer or as an ex officio officer of the city, district, public corporation, officer, or body, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected. An equal part of such charge shall be collected with each installment of such special assessment or special assessment tax and shall be deducted by the county officer collecting the tax and by him be paid into the general fund of the county.

(Added by Stats. 1957, Ch. 1359.)

PASSED AND ADOPTED by District/City this 24th day of August, 2022, by the following vote on roll call:

AYES Councilmembers:

NOES Councilmembers:

ABSENT Councilmembers:

Mayor Pat Morton

ATTEST:

Deputy City Clerk, Mercadez Flewell