

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
May 6, 2015
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Presentation and Report to Council of the Conversion by the Redwood Empire Municipal Insurance Fund (REMIF) from Fully Funded to Self-Funded Anthem Blue Cross Health Insurance Plan Effective July 1, 2015.
- b. Presentation Regarding Official City of Ukiah Website and Social Media Pages.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of April 15, 2015, a Regular Meeting.
- b. Minutes of April 28, 2015, a Special Meeting.

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- a. Adoption of Resolution Identifying Terms and Conditions for Reimbursement by the State for Fire Department Response Away from their Official Duty Station and Assigned to an Emergency Incident.
- b. Adoption of Resolution Approving Destruction of Old Files/Records.
- c. Adoption of Resolution Removing 40 Lineal Feet of On-Street Parking on South Orchard Avenue North and South of Kings Court.
- d. Adoption of Resolution Removing 70 Lineal Feet of On-Street Parking on the South Side of West Standley Street West of the Intersection with Barnes Street.

- e. Adoption of Resolution Removing 50 Lineal Feet of On-Street Parking and Establishing a No Parking Zone / Bus Loading Zone at 915 South Dora Street.
- f. Adoption of Resolution Removing an Existing No Parking Zone / Bus Loading Zone on Mason Street at Clara Avenue and Removing 40 Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone at 200 Clara Avenue.
- g. Adopt Plans and Specification No. 15-04 to Install Conduit, Vaults and Equipment Pads to Reconfigure the Electric System Improving the Capability and Reliability to the North West Portion of Ukiah. (EUD) \$255,000.
- h. Authorization for the City Manager to Negotiate and Execute a Contract with Redwood Empire Officials Association for Officiating Services for the Community Services Department.
- i. Authorize the Purchase of Software License Renewal for BOX, Inc. in the Amount of \$23,400.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Award Professional Services Contract to Van Lant & Fankhanel, LLP for Audit Services.
- b. Receive Status Report on Grace Hudson Nature Education Facilities Grant Project and Introduce Ordinance, by Title Only, Amending Section 1965 in Division 1, Chapter 12 of the Ukiah City Code Entitled "Parks And Recreation Facilities" to Include the Grace Hudson Cultural Center.
- c. Oral Presentation on Groundwater Sustainability Management Act (SGMA).
- d. Discussion and Possible Adoption of Resolution Authorizing the City Manager to Accept the Rights of Way for Public Streets and Easements for Public Utilities Related to the Development of the Proposed Courthouse and Build-Out of the "Depot Site."

14. CLOSED SESSION – Closed Session may be held at any time during the meeting

- a. **Conference with Legal Counsel – Pending Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (2 cases)

b. **Conference with Legal Counsel – Pending Litigation**

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

Name of Case: *County of Mendocino v. Solid Waste Systems, Inc.*, Mendocino County Superior Court No. SCUKCVG 11-59459

c. **Conference with Legal Counsel – Pending Litigation**

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

Name of Case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579

d. **Conference with Real Property Negotiators (§54956.8)**

Property: APN 184-090-06

Negotiator: Jane Chambers, City Manager

Negotiating Parties: City of Ukiah and Joe Valera

Under Negotiation: Price & Terms

15. **ADJOURNMENT**

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

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

Dated this 1st day of May, 2015.

Kristine Lawler, City Clerk



ITEM NO.: 3a

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION AND REPORT TO COUNCIL OF THE CONVERSION BY THE REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF) FROM FULLY FUNDED TO SELF-FUNDED ANTHEM BLUE CROSS HEALTH INSURANCE PLAN EFFECTIVE JULY 1, 2015.

Summary:

The REMIF Board recently voted to convert from a fully insured Anthem Blue Cross health plan to a self-funded Anthem Blue Cross health plan effective July 1, 2015 to better manage and control continuously increasing premiums and overhead costs, and to eliminate premium taxes imposed by the Affordable Care Act (ACA), while maintaining the current level of benefits for our employees.

Background:

The City's Anthem Blue Cross insurance premiums have increased an average of 11.7% annually over the past five years, and were proposed to increase another 8% for the 2015/16 plan year. The REMIF Board appointed a health insurance ad-hoc committee to explore the viability of converting to a self-funded health insurance plan, which included an actuarial study of the REMIF pool's past nine year claims history. On April 2, 2015 the REMIF Board voted unanimously to convert to a self-funded Anthem Blue Cross plan effective July 1, 2015. A copy of the April 2, 2015 REMIF Board agenda report is attached which provides an overview of the self-funded plan and its components.

City of Ukiah employees, retirees and Council Members that are enrolled in the current Anthem Blue Cross EPO \$250/year deductible plan may retain the same benefit coverage under the self-funded Anthem Blue Cross EPO plan with no increase in premiums for FY2015-16. In addition to the existing \$250 deductible EPO and High Deductible, HSA-Compatible plans, employees will now be able to choose between two additional low and medium deductible Anthem Blue Cross Plans, depending upon individual employee preference. It is anticipated that premiums will remain static or decrease over the next few years.

Discussion:

Mark Ferguson, REMIF General Manager, will be at the meeting to present a brief power-point to acquaint the newer Council members with the REMIF JPA and the benefits and services they provide the City. He will conclude with a summary of the self-funded health plan components, funding and reserves, and the benefit to the REMIF cities and their employees.

Continued on Page 2

RECOMMENDED ACTION(S): Receive staff report and presentation by REMIF General Manager

ALTERNATIVES: N/A

Citizens advised:

Requested by: Melody Harris, Human Resources Director

Prepared by: Melody Harris, Human Resources Director

Coordinated with: Mark Ferguson, REMIF General Manager

Presenters: Melody Harris, Human Resources Director & Mark Ferguson, REMIF General Manager

Attachments: April 2, 2015 REMIF Board Report

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: _____

Jane Chambers, City Manager

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
N/A	N/A	N/A	Yes ☐ No ☐

There will be no additional fiscal impacts upon implementation, as premiums will remain the same in FY2015-16 as the City is currently paying. Any savings realized from the conversion to self-insured coverage will be held in reserves.

ITEM VII

MEMO TO: REMIF BOARD OF DIRECTORS
FROM: MARK FERGUSON, GENERAL MANAGER
DATE: APRIL 2, 2015
SUBJECT: SELF-INSURED HEALTH PLAN

RECOMMENDATION:

REMIF Board authorizes the General Manager to implement a new self-insured health plan effective July 1, 2015

BACKGROUND:

At the March 10th board meeting, the Board recommended that the Self-Insurance committee continue the process of developing a self-insured health program. Since that meeting, the committee has selected HealthComp as the Third Party Administrator (TPA) to manage the claims. The committee conducted a site visit at HealthComp's campus in Fresno. We met with the potential implementation team and discussed the process. HealthComp has stated that a July 1st effective date gives them sufficient time to have the program in place. The committee has met on several occasions to review proposals for a Pharmacy Benefits Manager (PBM). Another meeting is scheduled prior to the upcoming April 2nd board meeting. There has been communication with the actuary on cost and funding level recommendations.

Larry Doze, the NFP Actuary working with RealCare, will present his latest report on the self-funding program. In addition, the committee will discuss the status of finalizing:

- Choosing a Pharmacy Benefits Manager
- Choosing a Stop Loss Carrier
- Designs for the two alternative health plans
- Funding levels and reserve process
- Update on Policies and Procedures

All the materials for these discussions will be provided at the Board meeting.

It is my recommendation the Board authorize implementation of the self-insured health plan to start July 1, 2015

Attachment: Self-Insurance Health Plan Committee Update

Self-Insurance Health Plan Committee Update

March 28, 2015

Background

At the March 10th Board of Directors meeting the Committee presented the Board with the prospect of moving to a self-funded health plan. The report included the latest information on the renewal of the fully insured plan, reviewed the advantages and disadvantages of self-funding, and identified the key cost components of moving to a self-funded plan. The Board voted to move ahead with the program and gave the Committee the authority to select a Third Party Administrator, a Stop-Loss carrier, and Pharmacy Benefit Manager, and directed the Committee to present the final plan designs and costs at the April Board meeting.

Third Party Administrator Selection

The Committee reviewed proposals from the two RFP respondents, both qualified and well respected organizations. While each vendor had its strengths, the Committee identified several key components of the HealthComp program that gave them the advantage over Delta Health Systems.

- **Overall Cost** – HealthComp offered lower service fees than Delta. Core services quoted included: medical claims administration, COBRA administration, preparation of plan documents, online benefit enrollment and administration, and provisions for member enrollment materials.
- **Online Enrollment Capability** – HealthComp has a proprietary program and can deliver this feature without involving a third party vendor.
- **Lower Printing Costs** – HealthComp offered lower costs for printing services they furnish “in-house” such as ID cards, plan amendments and enrollment materials.

The Committee sent representatives to Fresno for a site visit on March 20th. Mark Ferguson, Victoria Perrault and Pat O'Brien met with HealthComp and toured their facility. The group met with HealthComp's implementation team and key managers, observed the workplace and workflow process, spoke to department managers, and discussed the needs of the REMIF account.

The Committee selected HealthComp as the Third Party Administrator based on the overall program cost and capabilities of the vendor. A contract with HealthComp is being reviewed and negotiated and will be finalized by Mark Ferguson if the Board votes to adopt the self-funded program.

Pharmacy Benefit Manager

One of the most important components of a self-insured health plan is the Pharmacy Benefit Manager (PBM). The PBM contracts with the plan to provide prescription drug benefit to members. The PBM develops pricing for the drugs, processes and pays for prescription drug claims, maintains a pharmacy network, establishes a

formulary and manages cost containment measures in the plan (e.g. prior authorizations, step therapy, dispensing limits).

The PBM contract is important to the plan because of the impact it has on members, and the costs associated with the benefits. Much has been written about the complexities of managing pharmacy benefits and negotiating these contracts. And, contract management is required on a regular basis during the course of the agreement to ensure the plan is being charged correctly. Because it is such an important component of the plan, RealCare recommended that REMIF use a third party to assist with contract comparison and management of this benefit.

The Committee obtained contract quotes on eight different PBM contracts. With little relevant data available from the existing fully insured plan, it is difficult to forecast exactly what each contract would cost the plan for next year. RealCare recommended the plan use the services of Truveris, a company that has developed software to quote PBM costs, contract with PBMs and monitor claims and PBM performance during the year. Truveris was given the current census, prescription premium and claims data that is available, and produced quotes with expected costs for the new plan. Of the four vendors Truveris quoted, EnvisionRx offered the most projected savings and a contract that was attractive to the Committee.

EnvisionRx offers a transparent contract that gives the plan 100% of any earned rebates and discounts available to the plan. Their model uses a flat monthly management fee per employee per month to pay for administration instead of a traditional contract that retains a portion of rebates and fees as payment for use of the PBM. This transparency allows the plan to view the true costs of the pharmacy benefit administration versus drug costs. EnvisionRX is a PBM already working with HealthComp which will ease the transition.

Truveris will develop the PBM contract and once the plan goes live, they will automatically receive claims data with each invoice from the PBM. Truveris will track performance of the plan and provide quarterly reporting to evaluate the plan results relative to the annual guarantees of the contract and other utilization points. The cost for Truveris is 1% of the annual drug costs, estimated at \$22,000. RealCare, Envision or HealthComp does not receive additional commissions or rebates from this relationship. Truveris's costs will be incorporated into the PBM fees, but will be available on a line item basis for Committee review.

The Committee elected to use Truveris to develop the PBM contract and monitor performance tracking during the year. Envision Rx was selected as the Pharmacy Benefit Manager for the next year.

Alternative Health Plans

At the March 10th Board meeting the Committee presented a number of alternative health plan options. These options are intended to be offered in addition to the current plan designs (EPO \$250 Deductible, BlueCard, HSA \$1250). Adding two new plans gives member agencies the option to add new plans for lower cost. This is increasingly important given that more agencies are requiring employees to pay a portion of their health insurance premium and as a result employees want lower cost options. In addition, the existing EPO plan offers very rich benefits. Although this plan is not now considered a "Cadillac" plan under the Affordable Care Act, it could eventually meet the criteria. Cadillac plans will be subject to hefty excise taxes beginning in 2018.

The Committee had RealCare develop pricing on several alternative plans and presented those to the Board in March. At that meeting some members of the Board expressed a desire to offer a PPO plan in addition to the

current EPO plans, and the Committee was asked to present final alternative plan selections at the next Board meeting.

After review of all options, the Committee has selected the following slate of plan options to offer effective July 1, 2015:

Benefits	Current EPO "High Plan"	Current HSA	EPO "Medium Plan"	PPO "Low Plan"
Deductible	\$250 Single \$750 Family	\$1,250 Single \$2,500 Family	\$500 Single \$1500 Family	IN Network: \$500 Single/\$1500 Family OUT: \$1K Single \$2K Out
Out of Pocket Max	\$5,000 Single \$15,000 Family	\$5,000 Single \$10,000 Family (2+)	\$5,000 Single \$15,000 Family	IN: \$5K Single/\$15K Family OUT: \$10K Single \$30K Family
Coinsurance (Plan pays)	100% after deductible	90% after deductible	90% after deductible	IN: 80% after ded. OUT: 70% after ded.
Office Visits	\$25 Copay	10% after deductible	\$30 Copay	IN: \$30 Copay OUT: \$50 Copay
Rx Benefits	AFTER DEDUCTIBLE			
Tier 1	\$10	\$10	\$15	\$15
Tier 2	\$25	\$20	\$30	\$30
Tier 3	\$25	\$40	\$30	\$30
Tier 4	\$25	20%	\$40	\$40
Specialty	\$25	Applicable cost for tier	Applicable cost for tier (No DAW)	Applicable cost for tier (No DAW)

The Committee is still considering changes to a few line item benefits for the alternate plans, such as copays for Emergency Room and Urgent Care. Final benefit summaries will be available prior to Open Enrollment.

Stop Loss Insurance

This important component of the plan protects REMIF from large individual or catastrophic losses. RealCare went out to bid and presented two options to the Board at the March 10th meeting. The Board reviewed the Stop Loss options and instructed the Committee to select a vendor.

Final vendor selection is still pending until a final quote can be obtained. The Stop Loss carriers required updated claims data to review before finalizing their quotes. Some of the required data is still pending as of the date of this report, but final quotes are expected the week of March 30th. Preliminary reviews from the Stop Loss carriers indicate that there will be no change to the rates originally quoted.

Funding Levels and Reserves

The Committee initially discussed the idea of having each member agency pre-fund an amount equal to the equivalent of two months' premium under the current plan. However, RealCare stated that this would not be necessary due to the claims lag in the plan.

At the March Board meeting RealCare discussed pre-funding claims in the self-funded plan. It was reported that the rates developed by the RealCare/NFP consultant and actuary were based on a full 12 months of claims, however in reality the plan will pay approximately 10 months of medical claims and 11 to 11.5 months of prescription claims in the first year. This is because of the "claims lag" inherent in the self-funded plan. As a result, if members paid the rates outlined by RealCare, a reserve would be built automatically.

The Board also discussed the idea of keeping the 2015/16 premiums the same as the fully insured plan for 2014/15. Since the premiums presented by RealCare are lower than the current fully insured plan rates by 7.5%, paying the current premium would build reserves through the year of approximately \$1.2M. It was mentioned that most member agencies had projected 8-10% increases in the cost for medical insurance for 2015/16, so keeping the existing rates in place would actually be favorable for budget purposes.

The Committee is reviewing options for building reserves. Following the Board suggestion of paying the existing (higher) rates in order to build reserves, the Committee instructed RealCare to adjust the rates for the alternate plans to account for the 7.5% reserve amount.

RealCare is in discussions with their legal team and actuary, and HealthComp's implementation team and legal team to verify whether there are any compliance issues associated with building a reserve fund into the rates. If there are no compliance issues, then final rates provided to agencies will include the reserve funding of 7.5%. If issues are identified, RealCare will report to the Committee and an alternate strategy for adding the 7.5% will be chosen. The net effect will be that the plan will build the reserve fund by adding 7.5% either as part of the rate or a line item billed to each member agency based on membership each month.

Initial Funding

Some initial funding will be necessary to start the plan. The following are initial costs that will be required, and the due dates for each:

- Stop Loss – Binder required is an estimate of the first month's premium by May 15th. Amount due is estimated at \$100,000.
- HealthComp – First month's billing for premiums and administrative fees, plus set-up fee are due by 6/15/15. Amount due is estimated at \$1,371,685.
 - \$7,500 Setup Fee
 - First month's administrative fees - \$18,950
 - First month's premiums (from agencies) \$1,345,235. This figure is based on current billing as of February 2015 which will change by July 1st. We are using this as a "placeholder" estimate with the understanding that the amount will change based on each entity's enrollment.
- EnvisionRx – No start up fees.

Policies and Procedures

The Committee has developed an outline of the REMIF Self-Insurance Program Policies and Procedures. The outline addresses issues surrounding the management of the program, including: Eligibility, governance of the plan, financial requirements, reporting, HIPAA compliance, claims oversight, etc. The policies and procedures are required to ensure the plan applies all rules uniformly and meets required compliance and financial responsibilities. Mark Ferguson is currently researching the availability of a consultant to assist with the developing the policies and procedures. The Committee will continue to add to the outline as we move through

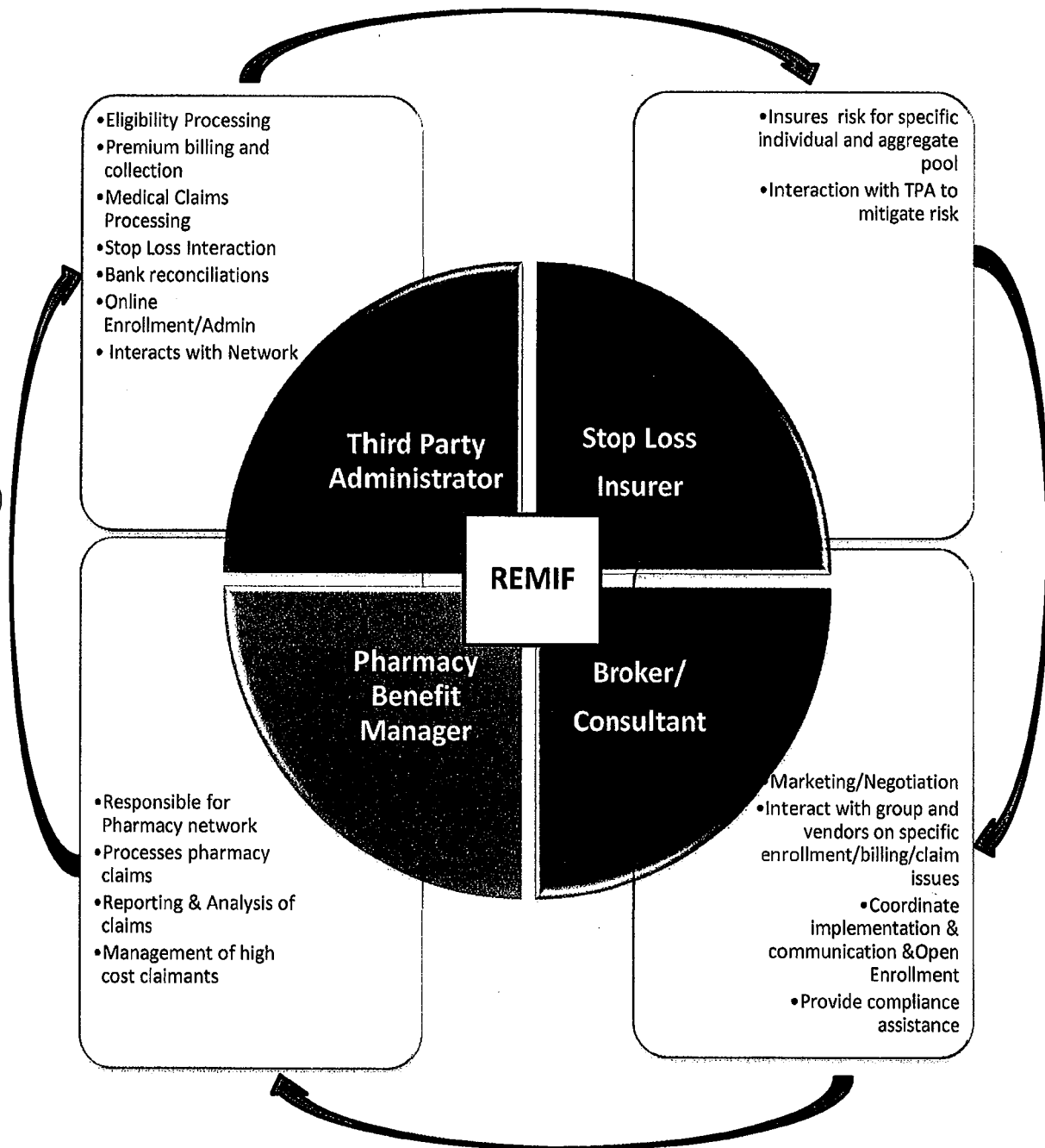
the implementation of the new plan. A draft of the policies and procedures document is expected to be presented to the Board for approval at the June meeting.

Summary & Recommendations

The Self-Insurance Committee is in agreement that moving to a self-funded program will benefit REMIF and its members. We are confident in the choices of partners for administration, stop loss, and pharmacy management, and we recommend the Board adopt the new program effective 7/1/15.



REMIF SELF-FUNDED PROGRAM





ITEM NO.: 3b

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION REGARDING OFFICIAL CITY OF UKIAH WEBSITE AND SOCIAL MEDIA PAGES

Summary: Within the last year, the City of Ukiah has significantly increased the availability of information on the official website, as well as the frequency of communication via its various social media pages. More resources, forms and services are now available online, with more being added regularly.

Background: The ways in which people obtain information today are more varied than ever before. Whereas newspapers and radio used to be the primary means of receiving news, there are now countless platforms for sharing news online and through social media. A diversified approach from the City is necessary in order to effectively reach the greatest number of people, whether it is to distribute agendas, advertise job openings, provide emergency info, and more.

The official City of Ukiah website was reconstructed in 2012 with enhanced features and the capability for more interactive content.

Discussion: The presentation will provide an overview of the City of Ukiah website (www.cityofukiah.com), social media presence, and other efforts to connect with the community.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
n/a	n/a	n/a	Yes ☐ No ☒

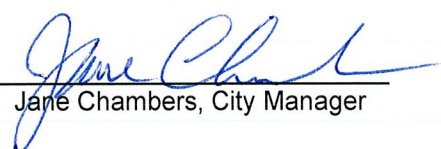
RECOMMENDED ACTION(S): Receive presentation.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: City Council
Prepared by: Shannon Riley, Program & Grant Administrator and Sage Sangiacomo, Assistant City Manager
Coordinated with: Jane Chambers, City Manager
Presenters: Shannon Riley, Program & Grant Administrator and Sage Sangiacomo, Assistant City Manager
Attachments: None

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
April 15, 2015
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on April 15, 2015, having been legally noticed on April 9, 2015. Mayor Crane called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Kevin Doble, Jim O. Brown, Vice Mayor Scalmanini and Mayor Crane. **Staff Present:** Jane Chambers, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Adoption of Proclamation for Mayor's Day of Recognition for National Service.

Presenter: Mayor Crane.

Proclamation Received by Members of Community HealthCorps and First 5.

Public Comment: Townley Saye and Roseanne Ibarra, Congressman Huffman's office Field Representative.

b. Adoption of Proclamation for Workers Memorial Day.

Presenter: Mayor Crane.

Proclamation Received by Terry Poplawski, Mendocino County Coalition of Union Members Organizer.

Public Comment: Terry Poplawski, Mendocino County Coalition of Union Members Organizer.

c. Adoption of Proclamation for in Support of California Safe Digging Month.

Presenter: Mayor Crane.

Proclamation Received by Leslie Horak, Pacific Gas and Electric Company.

Public Comment: Leslie Horak, Pacific Gas and Electric Company, Government Relations

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Minutes of April 1, 2015, Regular Meeting.

Motion/Second: Mulheren/Doble to approve the minutes of April 1, 2015, a Regular Meeting as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: Crane.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of March, 2014 - Finance
- b. Authorization of Sole Source Contract (*COU No. 1415-151*) for Purchase and Installation of Phase II Video Camera System from Gaynor Telesystems, Inc. in the Amount of \$38,482.31 and Approval of Corresponding Budget Amendment – *Community Services/Police*.
- c. ~~Renewal for the Cooperative Agreement with Calfire for Fire Dispatching Services and Authorize the City Manager to Sign Agreement – Finance – Pulled by Councilmember Mulheren and placed as Agenda Item 13c.~~
- d. ~~Report of Acquisition of Professional Consulting Services from Rau and Associates, Inc. for Additional Design Work for the Storm Drain Abandonment and Replacement Project at the Redwood Empire Fairgrounds – Public Works – Pulled by Councilmember Doble and placed as Agenda Item 13d.~~
- e. ~~Notification of Acquisition of Professional Services from Emmett Jones in the Amount of \$19,700 for Management Advisory Services for Solid Waste Operations and the Landfill Closure Project and Approve Budget Amendment – Public Works – Pulled by Vice Mayor Scalmanini and placed as Agenda Item 13e.~~

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Mike Sweeney, Mendocino County Solid Waste Management Authority General Manager; Maxwell Mileck; and Phil Baldwin.

9. COUNCIL REPORTS

Presenters: Councilmembers Mulheren and Brown, and Vice Mayor Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Jane Chambers, City Manager and Tim Eriksen, Public Works Director.

Public Comment: Elizabeth Archer.

11. PUBLIC HEARINGS

12. UNFINISHED BUSINESS

- a. **Status Report – Palace Hotel Public Nuisance Abatement – Planning and Community Development.**

Presenter: Charlie Stump, Planning and Community Development Director.

Public Comment: Leslie Hunter, Air and Water Sciences; Pinky Kushner; Phil Baldwin; and John McCowen (speaking as resident).

Report was received.

RECESS 7:34 – 7:42 P.M.

- b. **Award Acquisition of Enclosed Landfill Gas Ground Flare Station for the Ukiah Landfill and Approve Budget Amendment – Public Works.**

Presenter: Tim Eriksen, Public Works Director.

Motion/Second: Scalmanini/Brown to award acquisition of enclosed landfill gas ground flare station for the Ukiah Landfill to John Zink Company, LLC, in the amount of \$186,520, and approve budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

- c. **Renewal for the Cooperative Agreement with Calfire for Fire Dispatching Services and Authorize the City Manager to Sign Agreement – From Consent Calendar Agenda Item 7c.**

Presenters: Tim Pierson, CalFire and Karen Scalabrini, Finance Director.

Motion/Second: Scalmanini/Brown to approve the cooperative agreement (COU No. 1415-182) with CALFIRE for Fire and Medical Dispatching Services in the amount not to exceed \$216,393 for Fiscal Year 15/16, \$230,748 for Fiscal Year 16/17 and \$251,700 for Fiscal Year 17/18 and authorize the City Manager to sign the agreement. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS, Continued

- c. **Update on the Status of the Council Ad Hoc Committee on Exploration with City Hauler of Solid Waste Disposal Alternatives and possible direction to Staff and the Ad Hoc Committee (Oral Report) – Public Works.**

Presenter: Tim Eriksen, Public Works Director.

Public Comment: Mike Sweeney, Mendocino County Solid Waste Management Authority General Manager; John McCowen; Phil Baldwin; and Richard Johnson, C&S Waste Solutions.

Council Consensus to direct staff to bring back on May 20, 2015, the presentation that was shown to the previous council, show what the study yielded, and provide some options for green waste/food waste including what the economic impacts would be for those options.

Report was received.

13. NEW BUSINESS - Continued

- a. **Authorize the City Manager to Negotiate an Agreement with Paymentus for Payment Processing Services and Review and Recommend Current Transaction Payment Fee Model – Finance Department.**

Presenters: Karen Scalabrini, Finance Director and Mary Horger, Purchasing Supervisor.

Staff Comment: Sage Sangiacomo, Assistant City Manager.

Motion/Second: Scalmanini/Doble to authorize the City Manager to negotiate a 5-year contract (COU No. 1415-183) with Paymentus for payment processing services. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Action Regarding the Formation of an Ad Hoc to Consider a Sales Tax Measure for Funding Road Improvements and Maintenance – *Public Works*.

Presenter: Tim Eriksen, Public Works Director.

Motion/Second: Doble/Brown to appoint Vice Mayor Scalmanini and Councilmember Mulheren to serve on an Ad Hoc to review the possibilities of a sales tax measure for street improvements. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

d. Report of Acquisition of Professional Consulting Services from Rau and Associates, Inc. for Additional Design Work for the Storm Drain Abandonment and Replacement Project at the Redwood Empire Fairgrounds – *From Consent Calendar Agenda Item 7d*.

Presenter: Tim Eriksen, Public Works Director.

Motion/Second: Scalmanini/Brown to receive and file report of the acquisition of professional consulting services from Rau and Associates, Inc. (COU No. 1415-141-A1) for additional design work for the storm drain abandonment and replacement project at the Redwood Empire Fairgrounds. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

e. Notification of Acquisition of Professional Services from Emmett Jones (COU No. 1314-177-A1) in the Amount of \$19,700 for Management Advisory Services for Solid Waste Operations and the Landfill Closure Project and Approve Budget Amendment — *From Consent Calendar Agenda Item 7e*.

Presenter: Tim Eriksen, Public Works Director.

Report was received.

14. CLOSED SESSION - Continued

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:35 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
April 28, 2015
10:00 a.m.**

1. ROLL CALL

Ukiah City Council met for a Special Meeting on April 28, 2015, which was legally noticed on April 23, 2015. Mayor Crane called the meeting to order at 10:05 a.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Kevin Doble, Jim O. Brown, Stephen Scalmanini, and Mayor Douglas F. Crane. **Others Present:** Tom Bucchetti, Ralph Anderson and Associates.

MAYOR CRANE PRESIDING.

2. PUBLIC COMMENT

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 10:06 A.M.

3. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT
Title: (City Manager)

No reportable action was taken on the Closed Session item.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 11:30 a.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION IDENTIFYING TERMS AND CONDITIONS FOR REIMBURSEMENT BY THE STATE FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

Summary: Employees of the Ukiah Fire Department respond to assist in statewide emergency incidents, as necessary, and per their current Memorandum of Understanding (MOU) the employee is paid from time of dispatch to time of return to regular service in their home department. This resolution contains the specific language required by the California Fire Assistance Agreement (CFAA) to allow for the City of Ukiah to be reimbursed by the State of California for expenses incurred.

Background: The California Fire Assistance Agreement Committee recently completed their annual and five year review of the CFAA. The changes implemented, as a result of these reviews, now require an MOU/MOA or governing body resolution (or equivalent) that provides compensation for all hours worked, and reimbursement for personnel and emergency apparatus covering the entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. This is referred to as "portal to portal". The existing Fire Department MOU's cover overtime and pay for hours worked, in excess of the employees designated work shift. The State of California specifically requires that a Resolution be submitted to the State for reimbursement from portal-to-portal.

Discussion: The decision to have a governing body resolution (GBR) was made by the CFAA to allow for the document to be on file with the State referring to the agency's MOU. An MOU covers a specific term, and would have to be resubmitted each time it was renewed, whereas a GBR does not expire and would remain in effect until eliminated or superseded. Staff recommends adoption of this resolution to remain in compliance with the CFAA and allow for reimbursement of expenses incurred, portal-to-portal for statewide emergency response.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
			Yes ☐ No ☒

RECOMMENDED ACTION(S): Adopt Resolution Identifying the terms and conditions of reimbursement by the State of California for Ukiah Fire Department response away from their official duty station and assigned to an emergency incident.

ALTERNATIVES:

1. Do not adopt Resolution;
2. Refer to Staff for amendment.

Citizens advised: N/A
Requested by: Kirk Thomsen, Fire Division Chief, Ukiah Fire Department
Prepared by: Kirk Thomsen, Fire Division Chief and Melody Harris, Human Resources Director
Coordinated with: Melody Harris, Human Resources Director
Presenters:
Attachments: 1. Resolution

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: _____

Jane Chambers, City Manager

RESOLUTION No. 2015-

A RESOLUTION OF THE CITY OF UKIAH IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS, The City of Ukiah Fire Department is a public agency located in the County of Mendocino, State of California; and

WHEREAS, it is the City of Ukiah's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Ukiah has in its employ, Fire Department response personnel including: Fire Chief, Division Chief, Battalion Chief, Fire Captain, Engineer, Firefighter/Paramedic, Firefighter/EMT, and Firefighter; and

WHEREAS, the City of Ukiah will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, The City of Ukiah will compensate its employees overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Ukiah that:

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document to compensate such personnel.
3. The City of Ukiah Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
5. Fire department response personnel include: Fire Chief, Division Chief, Battalion Chief, Fire Captain, Engineer, Firefighter/Paramedic, Firefighter/EMT, and Firefighter.

PASSED AND ADOPTED this 6th day of May, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Douglas F. Crane, Mayor

Kristine Lawler, City Clerk



ITEM NO.: 7b

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION APPROVING RECORDS DESTRUCTION

Summary: The Finance, Payroll, City Clerk, and Human Resources Departments have reviewed Records Destruction Notices encompassing 68 boxes and have identified these boxes as ready for destruction.

Background: The City's Records Retention Schedule was adopted by City Council in 1999 and has been used to this date. Typically there is an annual purge of old documents each year; however, there are currently two legal holds – Ukiah Valley Sanitation District and Symantec – that have required a large number of boxes that were scheduled for destruction to be kept until the legal proceedings are complete. Therefore, in order for there to be a large enough quantity to acquire the best cost for shredding, two purges (February 4, 2014 and September 10, 2014) have been combined, totaling 68 boxes in all.

Additionally, the removal of boxes for destruction will create space in storage needed for current documents waiting in city offices to be placed in retention.

The City Attorney has reviewed the Records Destruction Notices for each archival box and has approved those boxes designated for destruction.

Funds have been allocated in the City Clerk's budget for the annual shredding of documents. The estimated cost for shredding the 68 boxes is \$440.

Discussion: Staff recommends that Council approve the destruction of 68 boxes of outdated documents eligible for destruction per the City's Records Retention Schedule and reviewed by Department Heads and the City Attorney.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$700	Contractual Services-Clerk	10011100.52100	Yes ☐ No ☒

RECOMMENDED ACTION(S): Adopt resolution approving the destruction of 68 boxes of outdated documents.

ALTERNATIVES: Do not adopt resolution and give direction to staff.

Citizens advised:

Requested by:

Prepared by: Kristine Lawler, City Clerk

Coordinated with:

Presenters: Kristine Lawler, City Clerk

Attachments: 1. Resolution with Exhibit A - Transfer Notices and list of boxes scheduled for destruction.

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: _____

Jane Chambers, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Finance, City Clerk, and Human Resources Departments have reviewed and approved the list of records provided by the City Clerk's Department that are ready for destruction; and

WHEREAS, the attached list of City records represents records which are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

PASSED AND ADOPTED this 6th day of May, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

24 boxes

Date: 2/4/14	Department: Finance	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction.

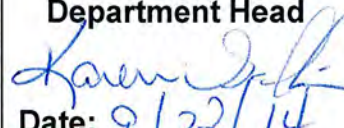
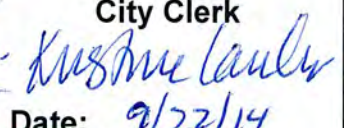
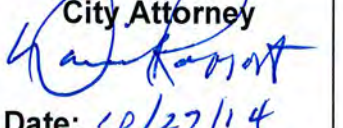
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 9/22/14	City Clerk  Date: 9/22/14	City Attorney  Date: 10/27/14	Destroyed By Date:
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FILES CHECKED PER LEGAL ACTION:

UVSD
Symantec



2014 RECORDS SCHEDULED FOR DESTRUCTION

LOC.	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	DEPARTMENT
90	3782	4/23/2010	Con	Misc Accounts Receivable Billing	7/08-6/09	2013	Finance
94	3783	3/16/2010	Con	Parking Citations-Admin Reviews Dismissed/Not Dismissed Hearing Reviews	1/09-12/09	2013	Finance
100	3784	4/23/2010	Con	Misc Accounts Receivable Billing Statement	7/08-6/09	2013	Finance
156	3804	4/23/2009	Con	Paid/Dismissed and Voided Parking Citations	1/1/08-12/31/08	2013	Finance
259	3699	1/29/2009	Con	Parking District & Enforcement	7/07 - 6/08	2013	Finance
323	3966	12/19/2011	Con	Productive/Non Productive Report Vacation/Sick/Comp Leave Report	1/2009-12/2011	2013	Finance
681	3100		Con	Booking Fee Bad Debt Write-Off	1/03 - 12/04	2013	Finance
685	3104		Con	DUI Bad Debt Write-Off	8/95 - 11/04	2012	Finance
687	3106		Con	Booking Fee Bad Debt Write-Off	1/03 - 12/04	2013	Finance
704	3443		Con	Direct Deposit reports, Payroll Check Register, EDD New Hire Reporting	1997 - 2005	2012	Finance
772	3444		Con	Payroll Time Sheets	12/04 - 6/05	2013	Finance
789	3447		Con	Payroll Time Sheets for FLSA 2 Year Retro (6/2004 - 8/2006)	6/04 - 8/06	2013	Finance
792	3448		Con	Payroll Time Sheets	6/05 - 12/05	2013	Finance
837	3173		Pub	Cancelled AP & Payroll Checks	2/02 - 9/02	2013	Finance
840	3174		Pub	Cancelled AP & Payroll Checks	7/01 - 1/02	2013	Finance
899	3600		Con	Payroll Checks	1/06 - 6/06	2013	Finance
903	3604		Con	Payroll Time Sheets	7/06 - 12/06	2013	Finance
907	3607		Con	Payroll Time Sheets	12/05 - 7/06	2013	Finance
970	3628		Pub	Business License - Closed M-Z	1/07 - 12/07	2013	Finance
971	3629		Pub	Business License - Closed A-M	1/07 - 12/07	2013	Finance
991	2467		Pub	Vacation/Sick Leave Reports	12/95 - 7/97	1998	Finance
1066	3395		Con	Business License (closed J-Z)	1/06 - 12/06	2012	Finance
1067	3396		Con	Business License (closed A-J)	1/06 - 12/06	2012	Finance
1076	2552		Con	Confidential Cancelled Checks 28939- 32865	1/01 - 6/01	2013	Finance

RECORDS TRANSFER NOTICE

Date 4/23/2010	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 90	Box 3782
Record Title (From Records Retention Schedules) MISCELLANEOUS ACCOUNTS RECEIVABLE BILLING		Record Dates Month Year FROM: 7/2008 TO: 6/2009		
RETENTION: YEARS AU+2		DESTROY DATE: 7/2012		CONFIDENTIAL: Y / N
Detailed Listing of Tote Box Contents (Do not write on Box) MISCELLANEOUS ACCOUNTS RECEIVABLE BILLING AIRPORT, MISC A/R, DUI, BOOKING FEES, COLLECTION				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 3/16/2010	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 941	Box 3783
Record Title (From Records Retention Schedules) PARKING CITATIONS-ADMINISTRATIVE REVIEWS DISMISSED/NOT DISMISSED HEARING REVIEWS		Record Dates Month Year Month Year FROM: 1/2009 TO: 12/2009		
RETENTION: YEARS AU+2 DESTROY DATE: 7/2012 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) PARKING CITATION-ADMINISTRATIVE REVIEWS DISMISSED/NOT DISMISSED HEARING REVIEWS				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 4/23/2010	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 100	Box 3784
Record Title (From Records Retention Schedules) MISCELLANEOUS ACCOUNTS RECEIVABLE BILLING STATEMENT		Record Dates Month Year FROM: 7/2008 TO: 6/2009		
RETENTION: YEARS AU+2		DESTROY DATE: 7/2012		CONFIDENTIAL: Y / N
Detailed Listing of Tote Box Contents (Do not write on Box) MISCELLANEOUS ACCOUNTS RECEIVABLE STATEMENTS AIRPORT, MISC A/R, NON-EMPLOYEES INSURANCE AND COLLECTION				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

Date 4/23/2009	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 156	Box 3804
Record Title (From Records Retention Schedules) PAID/DISMISSED AND VOIDED PARKING CITATIONS		Record Dates Month Year Month Year FROM: 1/1/2008 TO: 12/31/2008		
RETENTION: YEARS CU+3		DESTROY DATE: 7/2012		CONFIDENTIAL: Y / N
Detailed Listing of Tote Box Contents (Do not write on Box) PAID/DISMISSED AND VOIDED PARKING CITATIONS FOR YEAR 2008				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECOR TRANSFER NOTICE

Date 1/29/09	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 259	Box 3699
Record Title (From Records Retention Schedules) PARKING DISTRICT & ENFORCEMENT		Record Dates Month Year FROM: 7/2007 Month Year TO: 6/2008		
RETENTION: YEARS AU+ DESTROY DATE: 12/2013 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) PAYMENT ALLOCATION REGISTERS PARKING CITATION AUDIT LIST WARNING REGISTERS				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 12/19/2011	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 323	Box 396
Record Title (From Records Retention Schedule) PRODUCTIVE/NON PRODUCTIVE REPORT VACATION/SICK/COMP LEAVE REPORT		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JAN 2009 To: DEC 2011	
Year to consider destruction JANUARY 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: CU + 1 YEAR	

Detailed listing of box contents:

PRODUCTIVE/NON PRODUCTIVE	JAN - JUNE 2009
PRODUCTIVE/NON PRODUCTIVE	JULY - DEC 2009
PRODUCTIVE/NON PRODUCTIVE	JAN - JUNE 2010
PRODUCTIVE/NON PRODUCTIVE	JULY - DEC 2010
PRODUCTIVE/NON PRODUCTIVE	JAN - JUNE 2011
PRODUCTIVE/NON PRODUCTIVE	JULY - DEC 2011
VACATION/SICK/COMP LEAVE	JAN - JUNE 2009
VACATION/SICK/COMP LEAVE	JULY - DEC 2009
VACATION/SICK/COMP LEAVE	JAN - JUNE 2010
VACATION/SICK/COMP LEAVE	JULY - DEC 2010
VACATION/SICK/COMP LEAVE	JAN - JUNE 2011
VACATION/SICK/COMP LEAVE	JULY - DEC 2011

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email jcurrie@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 02/22/05	Department Billing & Collection	User/Sender Barbara	Location 681	Box 3100
Record Title (From Records Retention Schedule) Booking Fee Bad Debt Write-Off		Records are Public Information or Confidential X	Record Dates: Month Year Month Year FROM: 01/01/03-12/31/04	
Year to consider destruction: 2013		Permanent:? Yes ___ or No x __	Retention Period: AU + 7yrs	
Detailed Listing of Tote Box Contents (Do not write on Box) <u>A-K</u> All bad debt booking fee accounts, sent for collection at Ukiah Credit Bureau All statued accounts Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

Date 02/22/05	Department Billing & Collection	User/Sender Barbara	Location 685	Box 3104
Record Title (From Records Retention Schedule) DUI Bad Debt Write-Off		Records are Public Information or Confidential X	Record Dates: Month Year Month Year FROM: 08/31/95-11/30/04	
Year to consider destruction: 2012		Permanent:? Yes ___ or No <u>x</u>	Retention Period: AU + 7yrs	
Detailed Listing of Tote Box Contents (Do not write on Box) <u>A-Z</u> All DUI – Accident/no accident accounts, sent for collection at Ukiah Credit Bureau				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 02/22/05	Department Billing & Collection	User/Sender Barbara	Location 687	Box 3106
Record Title (From Records Retention Schedule) Booking Fee Bad Debt Write-Off		Records are Public Information or Confidential X	Record Dates: Month Year Month Year FROM: 01/01/03-12/31/04	
Year to consider destruction: 2013		Permanent:? Yes ___ or No __X__	Retention Period: AU + 7yrs	
Detailed Listing of Tote Box Contents (Do not write on Box)				
L-Z All bad debt booking fee accounts, sent for collection at Ukiah Credit Bureau All statued accounts				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 4/4/2007	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 704	Box 3443
Record Title (From Records Retention Schedule) Direct Deposit reports, Payroll Check Register, EDD New Hire Reporting		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: 1997 To: DEC 2005	
Year to consider destruction December 2012		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	

Detailed listing of box contents:

DIRECT DEPOSIT	JAN - JUNE 2003
DIRECT DEPOSIT	JULY - DEC 2003
DIRECT DEPOSIT	JAN - JUNE 2004
DIRECT DEPOSIT	JULY - DEC 2004
DIRECT DEPOSIT	JAN - JUNE 2005
DIRECT DEPOSIT	JULY - DEC 2005
PAYROLL CHECK REGISTER	JAN - JUNE 2005
PAYROLL CHECK REGISTER	JULY - DEC 2005
EDD NEW HIRE REPORTING	1997-2002

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email marieu@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/4/2007	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 772	Box 3444
Record Title (From Records Retention Schedule) Payroll Time Sheets		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: DEC 2004 To: JUN 2005	
Year to consider destruction December 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	
Detailed listing of box contents: TIMECARDS - PAY PERIODS 12/19/2004 - 6/18/2005				
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email marieu@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/4/2007	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 789	Box 3447
Record Title (From Records Retention Schedule) Payroll Time Sheets for FLSA 2 Year Retro (6/2004 - 8/2006)		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JUNE 2004 To: AUG 2006	
Year to consider destruction December 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	

Detailed listing of box contents:

TIMECARDS - FLSA 2 Yr Retro Pmt 06/2004 - 08/2006
(Copies of Time Sheets with OT and Comp Time Earned)

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email marieu@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/4/2007	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 792	Box 3448
Record Title (From Records Retention Schedule) Payroll Time Sheets		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JUNE 2005 To: DEC 2005	
Year to consider destruction December 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	

Detailed listing of box contents:

TIMECARDS - PAY PERIODS 06/19/05 - 12/17/05

FLSA LOG - Fire Dept 2002-2005

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email marieu@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 9/21/05	Department Finance	User/Sender Kim Sechrest	Location 837	Box 3173
Record Title (From Records Retention Schedule) Checks		Records are Public Information ☒ <u>X</u> or Confidential _____?	Record Dates: Month Year Month Year FROM: 2/2002 TO: 9/2002	
Year to consider destruction: 2008 2013		Permanent: ? Yes ____ or No ☒ <u>X</u>	Retention Period: 1/2003-12/2007 (AU+5) 10	
Detailed Listing of Tote Box Contents (Do not write on Box) Cancelled A/P and Payroll checks drawn on West America Bank Start number 37584 2/08/2002 End Number 42134 9/06/2002 Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 9/21/05	Department Finance	User/Sender Kim Sechrest	Location 840	Box 3174
Record Title (From Records Retention Schedule) Checks		Records are Public Information ☒ <u>X</u> or Confidential _____?	Record Dates: Month Year Month Year FROM: 7/2001 TO: 1/2002	
Year to consider destruction: 2008 2013		Permanent: ? Yes ___ or No <u>X</u>	Retention Period: 1/2003-12/2007 (AU+5) 10	
Detailed Listing of Tote Box Contents (Do not write on Box) Cancelled A/P and Payroll checks drawn on West America Bank Start number 32866 7/6/2001 End Number 37334 1/25/2002 37583 2/7/2002 Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 1/7/2008	Department Payrol (Finance)	User/Sender ElizaBeth MacFarland	Location 899	Box 3600
Record Title (From Records Retention Schedule) Payroll Checks		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JAN 2006 To: JUN 2006	
Year to consider destruction December 2011 Jan 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 5 Years	

Detailed listing of box contents:

PAYROLL CHECK COPIES - PAY DATES 1/6/06 - 7/7/06.

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email marieu@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 1/7/2008	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location <i>903 egm</i> 907 <i>907</i>	Box <i>3604 egm</i> 3607 <i>3604</i>
Record Title (From Records Retention Schedule) Payroll Time Sheets		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JULY 2006 To: DEC 2006	
Year to consider destruction December 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	

Detailed listing of box contents:

TIMECARDS - PAY PERIODS 07/02/06 - 12/16/06

FLSA Reg Rate of Pay Time Sheets 2004-2006

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email marieu@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 1/7/2008	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location <i>703 907 egm</i>	Box <i>3607 egm</i> <i>3604</i>
Record Title (From Records Retention Schedule) Payroll Time Sheets		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: DEC 2005 To: JULY 2006	
Year to consider destruction December 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 6 Years	
Detailed listing of box contents: TIMECARDS - PAY PERIODS 12/18/05 - 07/01/06				
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email marieu@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 3/10/2008	Department FINANCE DEPARTMENT	User/Sender KATHY M. NORRIS	Location 970	Box 3628
Record Title (From Records Retention Schedules) BUSINESS LICENSE-CLOSED M-Z		Record Dates Month Year Month Year FROM: 1/2007 TO: 12/2007		
RETENTION: YEARS T+5 DESTROY DATE: 7/2013 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) BUSINESS LICENSE-CLOSED M-Z Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 3/10/2008	Department FINANCE DEPARTMENT	User/Sender KATHY M. NORRIS	Location 971	Box 3629
Record Title (From Records Retention Schedules) BUSINESS LICENSE-CLOSED A-MC		Record Dates Month Year FROM: 1/2007 TO: 12/2007		
RETENTION: YEARS T+5 DESTROY DATE: 7/2013 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) BUSINESS LICENSE-CLOSED A-MC Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 8-4-99	Department Personnel	User/Sender Shirley - Layrae	Location 318 991	Box 2467 2467
Record Title (From Records Retention Schedule) Layrae Records		Record Dates: Month Year Month Year FROM: 12/17/95 TO: 7/26/97		
Year to consider destruction:		Permanent: ☒ or N Retention Period:		

Detailed Listing of Tote Box Contents (Do not write on Box)

Vacation / Sick Leave Reports.

F112- CU 41 7/97 + 1 = 7/98.

Destroy

Instructions:

1. Please type or print legibly
2. Place copies 1 and 2 inside Tote Box on top of records
3. Retain copy 3 for follow up

JoAnne - Please change to Permanent = No

the ks

These should have been destroyed 10+ years ago. Elizabeth

RECORDS TRANSFER NOTICE

Date 1/10/2007	Department FINANCE DEPARTMENT	User/Sender KATHY M. NORRIS	Location 1066	Box 3395
Record Title (From Records Retention Schedules) BUSINESS LICENSE CLOSED J-Z		Record Dates Month Year FROM: 1/2006 TO: 12/2006		
RETENTION: YEARS T+5		DESTROY DATE: 7/2012		CONFIDENTIAL: Y / N
Detailed Listing of Tote Box Contents (Do not write on Box) BUSINESS LICENSES CLOSED J-Z Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 1/10/2007	Department FINANCE DEPARTMENT	User/Sender KATHY M. NORRIS	Location 1067	Box 3396
Record Title (From Records Retention Schedules) BUSINESS LICENSE CLOSED A-J		Record Dates Month Year FROM: 1/2006 TO: 12/2006		
RETENTION: YEARS T+5 DESTROY DATE: 7/2012 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) BUSINESS LICENSES CLOSED A-J Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 8/23/02	Department FINANCE	User/Sender KIM SECHREST	Location 1076	Box 2552
Record Title (From Records Retention Schedule) CHECKS		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED STICKERS</u>	Record Dates: Month Year Month Year FROM: 1/1/01 TO: 6/30/01	
Year to consider destruction: 12/2006		Permanent: NO	Retention Period: F-6 "AUD +5"	
Detailed Listing of Tote Box Contents (Do not write on Box) CANCELLED CHECKS NOS: 28939 - 32865 Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 2/4/14	Department: City Clerk	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction.

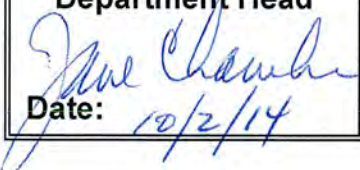
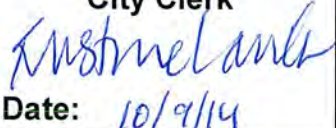
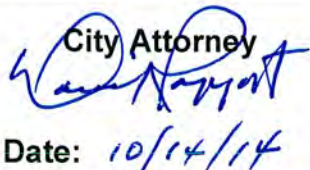
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 10/2/14	City Clerk  Date: 10/9/14	City Attorney  Date: 10/14/14	Destroyed By Date:
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2014 RECORDS SCHEDULED FOR DESTRUCTION

LOC.	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	DEPARTMENT
597	3896	1/10/2011	Pub	Bids - 601-03	2009	2013	City Clerk

RECORDS TRANSFER NOTICE

Date 01/10/11	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Joanne Currie	Location 597	Box 3896
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Official Record Title (from Records Retention Schedule) No Award Bids	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 2009 to 2009
Date/Year to consider destruction 2012-2013	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+2 ✓

Detailed Listing of Tote Box Contents (Please type only):

Spec 09-06 - Gobbi St. Water Well
 Spec 09-07 - Manhole Rehabilitation + Sewer pipe relining
 Spec 09-08 - Stormwater rehabilitation project - phase 1
 Spec 09-10 - Gobbi St. well construction
 Spec 09-11 - Distribution pole Replacement
 Spec 09-13 - Redwood Business Park Electric System Reliability Improvement
 Spec 09-14 - Perkins + Orchard Intersection Improvements
 Spec 09-15 - Ukiah civic center roof renovation project

- only unsuccessful bidders are in box
 - Rick Seanor has reviewed and ok'd destruction for unsuccessful bidders

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email jcurrie@cityofukiah.com notification box is ready for pickup

2 boxes

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 2/4/14	Department: Human Resources	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction.

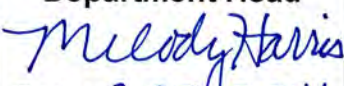
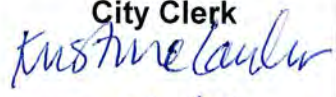
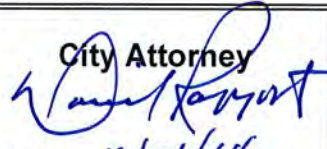
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 2-27-2014	City Clerk  Date: 2/2/14	City Attorney  Date: 10/14/14	Destroyed By Date:
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2014 RECORDS SCHEDULED FOR DESTRUCTION

LOC.	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	DEPARTMENT
104	3657		Con	Medical Reports and Background Information	2002 - 2006	2013	Human Resources
550	3044		Con	Recruitments	7/94 - 3/03	2013	Human Resources

RECORDS TRANSFER NOTICE

Date 7/1/08	Department Human Resources	User/Sender (first and last) Melody Harris	Location 104	Box 3657
Official Record Title (from Records Retention Schedule) Medical Reports and Background Investigations		Records are? Public ☐ or Confidential ☒ Information	Record Dates FROM 2002 to 2006	
Date/Year to consider destruction 2013		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) T+5	

Detailed Listing of Tote Box Contents (Please Do Not Write on Box):

2004 Fire Dept. Respiratory Medical Evals.
 2005 Fire Dept. Respiratory Medical Evals.
 2005 Fire Dept. Annual Physicals
 2006 Respiratory Clearance Physicals
 2006 Fire Dept. Annual Physicals
 2003 Background Investigations
 2004 Background Investigations
 2005 Reference Investigations
 2006 Background/Reference Investigations
 2002 Medical Reports
 2003 Medical Reports
 2004 Medical Reports
 2005 Medical Reports
 2006 Medical Reports

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email lindab@cityofukiah notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 12/01/2004	Department: Personnel	User/Sender: Norma DeKnoblough	Location 550	Box 3044
Record Title (From Records Retention Schedule) Recruitments		Records are Public Information ☐ or Confidential ☒ ?	Record Dates: Month Year Month Year FROM: July 1994 TO: March 2003	
Year to consider destruction: 2013		Permanent: ? Yes ☐ or No ☐	Retention Period: CLT-10	
Detailed Listing of Tote Box Contents (Do not write on Box): Parks/Golf Service Worker PT Year-round 2/2001 Parks/Golf Service Worker PT Year-round 6/2000 Parks/Golf Service Worker (Closed-Promo) 5/2000 Police Sergeant 2/1998 Public Works Maintenance I 7/2003 Information Technology Asst. 3/2003 Lineman/Linewoman 2/2000 Parks/Golf Service Worker PT Year-round Public Works Maint. I 4/99 Public Works Maintenance II 7/00 Receptionist/Typist Clerk 02/2001 Recreation Supervisor 8/98 Service Support Clerk 7/2001 Site Maintenance Attendant 8/1999 Solid Waste Disposal Site Loadchecker 7/1994 Solid Waste Disposal Maintenance 2/2000				

Solid Waste Disposal Maintenance Attendant 10/1999

Solid Waste Disposal Maintenance 3/1997

Solid Waste Disposal Maintenance Attendant (Temporary Position) 3/1999

LOC
SSD

Box
3044

pg 2

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

Records: Retention

28 boxes

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 9/10/14	Department: Finance	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction.

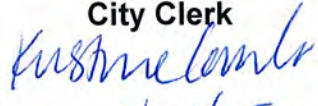
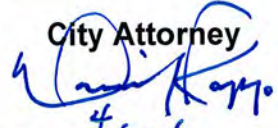
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 3/24/15	City Clerk  Date: 3/24/15	City Attorney  Date: 3/8/15	Destroyed By Date:
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FILES CHECKED PER LEGAL ACTION:

UVSD
Symantec



LOC.	BOX #	Date	Con /	Record Title	RECORD DATES	RETAIN	USER/SEND	DEPARTMENT	COMMENT
160	3694	1/29/2009	Con	Business License Payment Allocation Registers	7/07 - 6/08	2014	Norris	Finance	
167	3805	5/27/2009	Con	Closed Business Licenses L-Z	1/08-12/08	2014	Norris	Finance	
168	3806	5/27/2009	Con	Closed Business Licenses A-L	1/08-12/08	2014	Norris	Finance	
418	3553			Misc. AR Billing	5/06 - 10/06	2014	Norris	Finance	
515	4094	3/25/2011	Pub	Accounts Payable	7/2007-12/2007	2014	Sechrest	Finance	Jul 2007-Dec 2007 (Fiscal Year 07/08)
619	4095	3/25/2011	Pub	Accounts Payable	1/2008-6/2008	2014	Sechrest	Finance	Jan 2008-June 2008 (Fiscal Year 07/08)
626	3913	4/22/2011	pub	Misc. AR Billing	6/2009-12/2009	2014	Norris	Finance	
630	3915	4/22/2011	Pub	Transient Occupancy Tax	1/2005-6/2010	2014	Norris	Finance	
645	3919	4/22/2011	Mix	Misc. AR Billing	1/2010-6/2010	2014	Norris	Finance	
850	4162	7/18/2012	Con	Billing Records	7/1/11-6/30/12	2014	Daphne Harri	Finance	
1089	4210	1/10/2014	Con	Financial Docs - Receipts, Rev Sum	1958-1992	2002	Elizabeth Mac	Finance	Came from vault; ready for destruction
1133	4215	1/10/2014	Con	VOID Checks, Disbursement Journals	1993-1994	1997	Elizabeth Mac	Finance	Came from vault; ready for destruction
1134	4216	1/10/2014	Con	Dup Deposit Slips, Cancelled Checks	1992-1995	2001	Elizabeth Mac	Finance	Came from vault; ready for destruction
1167	2643		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	A - B.W.S.
1168	2644		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Ba - Cl
1169	2645		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Co - D
1170	2646		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	E - Granite (no Friedman's-see last box Wi-Z)
1171	2647		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Graybar - Je
1172	2648		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	J0 - Mc
1173	2649		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Me - M
1174	2650		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	N - Pace
1175	2651		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Pac Bell - Public Service (Jan - June 2004)
1176	2652		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Public Service (Jul 03-Dec 03) - Redwood Health
1177	2653		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Redwood Auto - Sa
1178	2654		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	SBC - St
1179	2655		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Su - U.S. Cellular
1180	2656		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Ukiah Auto Dis. - Ukiah Valley Primary Care
1182	2658		Pub	Accounts Payable	7/02 - 6/03	2014	Sechrest	Finance	Wi - Z & Friedmans

RECORDS TRANSFER NOTICE

Date 1/29/09	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 160	Box 3694
Record Title (From Records Retention Schedules) FINANCE DEPARTMENT		Record Dates Month Year FROM: 7/2007 TO: 6/2008		
RETENTION: YEARS T+5 DESTROY DATE: 12/2014 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) BUSINESS LICENSE PAYMENT ALLOCATION REGISTER S				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 5/27/09	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location Box 167	Box 3805
Record Title (From Records Retention Schedules) CLOSED BUSINESS LICENSES M-Z		Record Dates Month Year Month Year FROM: 1/2008 TO: 12/2008		
RETENTION: YEARS T+5 DESTROY DATE: 7/2013 01/2014 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) CLOSED BUSINESS LICENSES M-Z				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 5/27/09	Department FINANCE DEPARTMENT	User/Sender KATHY M NORRIS	Location 168	Box 3806
Record Title (From Records Retention Schedules) CLOSED BUSINESS LICENSES A-L		Record Dates Month Year Month Year FROM: 1/2008 TO: 12/2008		
RETENTION: YEARS T+5 DESTROY DATE: 7/2013 01/2014 CONFIDENTIAL: Y / N				
Detailed Listing of Tote Box Contents (Do not write on Box) CLOSED BUSINESS LICENSES A-L				
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up				

RECORDS TRANSFER NOTICE

Date 11/28/2007	Department FINANCE DEPARTMENT	User/Sender KATHY M. NORRIS	Location 418	Box 3553			
Record Title (From Records Retention Schedules) MISCELLANEOUS AACCOUNTS RECEIVABLE BILLING		Record Dates Month Year <table> <tr> <td>Month Year</td> </tr> <tr> <td>FROM: 5/2006</td> </tr> <tr> <td>TO: 10/2006</td> </tr> </table>			Month Year	FROM: 5/2006	TO: 10/2006
Month Year							
FROM: 5/2006							
TO: 10/2006							
RETENTION: YEARS AU+4 DESTROY DATE: 7/2011 01/12 CONFIDENTIAL: Y/N							
Detailed Listing of Tote Box Contents (Do not write on Box) MISCELLANEOUS ACCOUNTS RECEIVABLE BILLING FOR: AIRPORT, MISC A/R, D.U.I., BOOKING FEES, GOLF AND COLLECTION MAY 2006-OCTOBER 2006							
Instructions: 1. Please type or print legibly 2. Place copies 1 and 2 inside Tote Box on top of records 3. Retain copy 3 for follow up							

RECORDS TRANSFER NOTICE

Date 3/22/2011	Department FINANCE	User/Sender KIM SECHREST	Location 515	Box 4094
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE REPORTS		Records are? Public ☒ or BOTH Confidential ☐ Information	Record Dates FROM: JUL 2007 TO: DEC 2007	
Date/Year to consider destruction JANUARY 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) Not on Schedule, but use 5 years	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE REPORTS FROM WEEKLY CHECK RUNS.

JUL 2007-DEC 2007 (FISCAL YEAR 07/08)

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

Records: Retention

RECORDS TRANSFER NOTICE

COPY

Date 3/22/2011	Department FINANCE	User/Sender KIM SECHREST	Location 619	Box 41095
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE REPORTS		Records are? Public ☒ or BOTH Confidential ☐ Information	Record Dates FROM: JAN 2008 TO: JUN 2008	
Date/Year to consider destruction JANUARY 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) Not on Schedule, but use 5 years	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE REPORTS FROM WEEKLY CHECK RUNS.

JAN 2008-JUN 2008 (FISCAL YEAR 07/08)

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

Records: Retention

RECORDS TRANSFER NOTICE

Date 3/30/2011	Department FINANCE	User/Sender KATHY NORRIS	Location <i>624</i>	Box <i>3913</i>
Record Title (From Records Retention Schedule) MISCELLANEOUS A/R BILLINGS		Records are? Public ☒ or BOTH Confidential ☐ Information (some, marked red folders)	Record Dates FROM: 6/2009 TO: 12/2009	
Date/Year to consider destruction JANUARY 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) AU+2	
Detailed Listing of Tote Box Contents (Do not write on Box) MISCELLANEOUS BILLING FOR: AIRPORT, BOOKING FEES, DUI, INSURANCE, MISCELLANEOUS				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				
Records: Retention				

Date 3/31/2011	Department FINANCE	User/Sender KATHY M NORRIS	Location <i>630</i>	Box <i>3915</i>
Record Title (From Records Retention Schedule) TRANSIENT OCCUPANCY TAX		Records are? Public ☒ or BOTH Confidential ☐ Information	Record Dates FROM: 1/2005 TO: 6/2010	
Date/Year to consider destruction JANUARY 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) AU+3	
Detailed Listing of Tote Box Contents (Do not write on Box)				
TRANSIENT OCCUPANCY TAX STATEMENTS				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 3/30/2011	Department FINANCE	User/Sender KATHY NORRIS	Location <i>645</i>	Box <i>3919</i>
Record Title (From Records Retention Schedule) MISCELLANEOUS A/R BILLINGS		Records are? Public ☒ or BOTH Confidential ☒ Information (some, marked red folders)	Record Dates FROM: 1/2010 TO: 6/2010	
Date/Year to consider destruction JANUARY 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) AU+2	
Detailed Listing of Tote Box Contents (Do not write on Box) MISCELLANEOUS BILLING FOR: AIRPORT, BOOKING FEES, DUI, INSURANCE, MISCELLANEOUS				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 7/18/12	Department (from Records Retention Schedule) FINANCE	User/Sender (first and last) Daphne Harris	Location 850	Box 4162
Official Record Title (from Records Retention Schedule) BILLING RECORDS		Records are? Public ☐ or Confidential ☒ Information	Record Dates FROM 7/1/2011 to 6/30/12	
Date/Year to consider destruction 2014 Jan 2015		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) AUDIT + 2 YEARS	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): ROUTE MASTER 48 HR NOTICE FEE POSTS CREDIT CARDS EFT TRANSMITT				
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email jcurrie@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 01/10/14	Department Payrol (Finance)	User/Sender ElizaBeth MacFarland / Jim McAdler	Location 1089	Box 4210
Record Title (From Records Retention Schedule) Financial Docs - Receipts, Rev Sum, Exp Sum, Cash Stmt		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: 1958 To: 1992	
Year to consider destruction January 2002		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 10 Years	

Detailed listing of box contents:

Pat Brown - '58 - '92		
Ambulance Receipts	Various Years 1958 - 1992	Audit +2
Revenue Summary	Various Years 1958 - 1992	Audit +2
Expenditure Summary	Various Years 1958 - 1992	10 Years
Cash Statements	Various Years 1958 - 1992	Audit +5

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 01/10/14	Department Payrol (Finance)	User/Sender ElizaBeth MacFarland / Jim McAdler	Location 1133	Box 4215
Record Title (From Records Retention Schedule) VOID Checks, Disbursement Journals		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: 1993 To: 1994	
Year to consider destruction January 1997		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 2 Years & See Treasurer	

Detailed listing of box contents:

Treasurer Files		
Voided Checks	1993	See Treasurer
Disbursement Journals	1994	Journals - Audit +2
(A/P & Payroll runs)		

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 01/10/14	Department Payrol (Finance)	User/Sender ElizaBeth MacFarland / Jim McAdler	Location 1134	Box 4216
Record Title (From Records Retention Schedule) Dup Deposit slips, Cancelled Checks		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: 1992 To: 1995	
Year to consider destruction January 2001		Permanent? Yes _____ No <u>XX</u>	Retention Period: Audit + 5 Years	

Detailed listing of box contents:

Treasurer records

(Per Archive Record sheet in box - never sent to Archive)

Cancelled Checks - Payroll	12/92 - 3/94	Au + 5
Cancelled Checks - Regular (A/P)	03/93 - 04/94	Au + 5
Dup Deposit slips	101/25/1994 - 06/10/1994	Au + 4
Dup Deposit slips	04/23/1993 - 01/26/1994	Au + 4
(note on Archive Record Sheet - Destroy after 7/1/1999 per Gordon Elton)		

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1167	Box 2643
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE CONFIDENTIAL-MARKED WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 TO: 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY 03/04

A THRU B.W.S.

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1168	Box 2644
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 TO: 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	
Detailed Listing of Tote Box Contents (Do not write on Box)				
ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY 03/04 Ba THRU CL				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

a: Records Retention: retentn

CCPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1169	Box 2645
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	
Detailed Listing of Tote Box Contents (Do not write on Box)				
ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}03/04 C0 THRU D				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

a: Records Retention: retentn

RECORDS TRANSFER NOTICE

COL Y

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1170	Box 2646
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}03/04

E THRU **Granite**

(no Freidman's
see last box Wi-2)

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1171	Box 2647
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 ⁰² TO: 6/30/04 ⁰³	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY 03/04^{02/03}

Graybar THRU Je

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1172	Box 2648
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}~~03/04~~

Jo THRU MC

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1173	Box 2649
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	
Detailed Listing of Tote Box Contents (Do not write on Box)				
ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}03/04 Me THRU M				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

a: Records Retention: retentr

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1174	Box 2650
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 ⁰² TO: 6/30/04 ⁰³	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	
Detailed Listing of Tote Box Contents (Do not write on Box)				
ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03} 03/04 N THRU Pace				
Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1175	Box 2651
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}03/04
Pac Bell THRU **Public Service**
(Jan - Jun 04) ↑

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1176	Box 2652
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 TO: 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{03/03}~~03/04~~

Public Service THRU Redwood Health
 (Jul 03 - Dec 03)

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1177	Box 2653
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{03/03}03/04

Redwood Auto THRU Sa

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1178	Box 2654
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: 7/1/03 TO: 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03} 03/04

SBC THRU ST

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1179	Box 2655
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}~~03/04~~

Sa THRU **U.S. Cellular**

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

COPY

RECORDS TRANSFER NOTICE

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1180	Box 2656
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

^{02/03}
ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ~~03/04~~

Ukiah Auto Dis. THRU Ukiah Valley Primary Care

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

RECORDS TRANSFER NOTICE

COPY

Date 8/9/04	Department FINANCE	User/Sender KIM SECHREST	Location 1182	Box 2658
Record Title (From Records Retention Schedule) ACCOUNTS PAYABLE		Records are Public Information or Confidential? Circle One. <u>SOME ARE</u> <u>CONFIDENTIAL-MARKED</u> <u>WITH RED FILE FOLDERS</u>	Record Dates: Month Year Month Year FROM: ⁰² 7/1/03 TO: ⁰³ 6/30/04	
Year to consider destruction: 12/2008 OR 12/2014 ** 2007 2013		Permanent: NO	Retention Period: ** F16 AUD+4" per schedule, should be 10 years.	

Detailed Listing of Tote Box Contents (Do not write on Box)

ACCOUNTS PAYABLE PAID DOCUMENTS FOR FY ^{02/03}~~03/04~~

W1 THRU **Z + Freidman's**

Instructions:

1. Please type or print legibly
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)

1 box

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 9/10/14	Department: Payroll/Finance	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction. Storage capacity is currently down to 16 spaces left. Therefore, please review the records per the instructions below and return the signed form to the City Clerk as soon as possible.

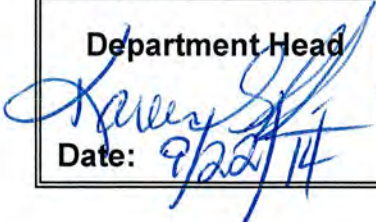
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 9/22/14	City Clerk  Date: 9/2/14	City Attorney  Date: 4/3/15	Destroyed By Date:
--	---	---	---

FILES CHECKED PER LEGAL ACTION:

UVSD
Symantec



save litigation hold letter

LOC.	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	USER/SEN DER	DEPARTMENT	COMMENT
117	3786	3/13/2009	Con	Federal & State Reports, Eft Tax Pmts, W-2's, Direct Deposit, Payroll Check Register, COU, Union, Assn Dues	1/02-12/07	2014	MacFarland	Payroll/Finance	

RECORDS TRANSFER NOTICE

Date 3/13/2009	Department Payroll (Finance)	User/Sender ElizaBeth MacFarland	Location 117	Box 3786																																							
Record Title (From Records Retention Schedule) FED & STATE Reports, EFT Tax pmts, W-2's Dir Dep, PR Check Register, COU, Union, Assn Dues		Records are Public Information _____ or Confidential <u>XX</u>	Record Dates: Month/Year Month/Year From: JAN 2002 To: DEC 2007																																								
Year to consider destruction DECEMBER 2013		Permanent? Yes _____ No <u>XX</u>	Retention Period: AU + 5 YEARS																																								
Detailed listing of box contents:																																											
<table> <tr> <td>FEDERAL QTRLY & ANNUAL REPORTS</td> <td>2007</td> <td>Audit + 4</td> </tr> <tr> <td>STATE QTRLY & ANNUAL REPORTS</td> <td>2007</td> <td>Audit + 4</td> </tr> <tr> <td>W-2 DOCUMENTS SENT TO IRS</td> <td>2006</td> <td>Audit + 4</td> </tr> <tr> <td>EFT TAX DEPOSITS</td> <td>2007</td> <td>Audit + 4</td> </tr> <tr> <td>DIRECT DEPOSIT</td> <td>JAN - JUNE 2007</td> <td>Audit + 5</td> </tr> <tr> <td>DIRECT DEPOSIT</td> <td>JULY - DEC 2007</td> <td>Audit + 5</td> </tr> <tr> <td>PAYROLL CHECK REGISTER</td> <td>JAN - JUNE 2007</td> <td>Audit + 2</td> </tr> <tr> <td>PAYROLL CHECK REGISTER</td> <td>JULY - DEC 2007</td> <td>Audit + 2</td> </tr> <tr> <td>CREDIT UNION PAYMENTS</td> <td>2003 - 2006</td> <td></td> </tr> <tr> <td>IBEW (ELECTRIC UNION) PAYMENTS</td> <td>2002 - 2007</td> <td></td> </tr> <tr> <td>OP ENGRS UNION DUES PAYMENTS</td> <td>2002 - 2007</td> <td></td> </tr> <tr> <td>POLICE OFFICERS ASSN DUES</td> <td>2007 - 2008</td> <td></td> </tr> <tr> <td>EMPLOYEE ASSN DUES</td> <td>1994 - 2008</td> <td></td> </tr> </table>					FEDERAL QTRLY & ANNUAL REPORTS	2007	Audit + 4	STATE QTRLY & ANNUAL REPORTS	2007	Audit + 4	W-2 DOCUMENTS SENT TO IRS	2006	Audit + 4	EFT TAX DEPOSITS	2007	Audit + 4	DIRECT DEPOSIT	JAN - JUNE 2007	Audit + 5	DIRECT DEPOSIT	JULY - DEC 2007	Audit + 5	PAYROLL CHECK REGISTER	JAN - JUNE 2007	Audit + 2	PAYROLL CHECK REGISTER	JULY - DEC 2007	Audit + 2	CREDIT UNION PAYMENTS	2003 - 2006		IBEW (ELECTRIC UNION) PAYMENTS	2002 - 2007		OP ENGRS UNION DUES PAYMENTS	2002 - 2007		POLICE OFFICERS ASSN DUES	2007 - 2008		EMPLOYEE ASSN DUES	1994 - 2008	
FEDERAL QTRLY & ANNUAL REPORTS	2007	Audit + 4																																									
STATE QTRLY & ANNUAL REPORTS	2007	Audit + 4																																									
W-2 DOCUMENTS SENT TO IRS	2006	Audit + 4																																									
EFT TAX DEPOSITS	2007	Audit + 4																																									
DIRECT DEPOSIT	JAN - JUNE 2007	Audit + 5																																									
DIRECT DEPOSIT	JULY - DEC 2007	Audit + 5																																									
PAYROLL CHECK REGISTER	JAN - JUNE 2007	Audit + 2																																									
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CREDIT UNION PAYMENTS	2003 - 2006																																										
IBEW (ELECTRIC UNION) PAYMENTS	2002 - 2007																																										
OP ENGRS UNION DUES PAYMENTS	2002 - 2007																																										
POLICE OFFICERS ASSN DUES	2007 - 2008																																										
EMPLOYEE ASSN DUES	1994 - 2008																																										
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email marieu@cityofukiah.com notification box is ready for pickup																																											

6 boxes

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 9/10/14	Department: City Clerk	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction.

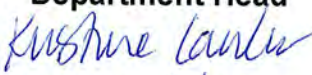
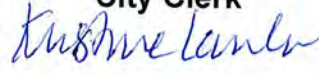
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 10/1/14	City Clerk  Date: 10/1/14	City Attorney  Date: 10/8/15	Destroyed By Date:
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LOC.	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
✓ 57	4250	2/7/2014	Pub	Contractor 93-03	1993-2003	2005	Kristine Lawler	City Clerk	
✓ 637	4324	4/24/2014	Pub	Public Records Requests	1998-2008	2010	Kristine Lawler	City Clerk	
✓ 717	4326	4/28/2014	Pub	Bids and Proposals	2003-2007	2009	Kristine Lawler	City Clerk	
✓ 729	4327	4/28/2014	Pub	Bids and Proposals	2008-2009	2011	Kristine Lawler	City Clerk	
✓ 734	4328	4/30/2014	Pub	Bids and Proposals (unsuccessful)	2010	2012	Kristine Lawler	City Clerk	
✓ 884	4352	7/31/2014	Pub	Bids and Proposals	1978-1996	1998	Kristine Lawler	City Clerk	from vault

Date 2/7/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 57	Box 4250
Official Record Title (from Records Retention Schedule) Contractor		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM to 1993 - 2003	
Date/Year to consider destruction 2005		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CU + 2	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Qualified Contractors Lists for 1993 - 2003				
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/24/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 637	Box 4324
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Official Record Title (from Records Retention Schedule) Records Management Disposition Certification	Records are? Public ☒ or Confidential ☐ Information	Record Dates 1998-2008
Date/Year to consider destruction 2010	Permanent? Yes ☒ or No ☐	Retention Period (from Records Retention Schedule) CL + 2

Detailed Listing of Tote Box Contents (Please type only):

Public Records Act requests from 1998 to 2008

*This box was reviewed for legal holds and
selected files removed. KL*

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/28/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 717	Box 4326
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Official Record Title (from Records Retention Schedule) Bids & Proposals (Unsuccessful)	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM to 2003 - 2007
Date/Year to consider destruction 2009	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CU + 2

Detailed Listing of Tote Box Contents (Please type only):

Bid proposals from 2003 - 2007

There are only unsuccessful bids - all successful bids have been sent separate from this box.

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/28/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 729	Box 4327
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Official Record Title (from Records Retention Schedule) Bids & Proposals (Unsuccessful)	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM to 2008 - 2009
Date/Year to consider destruction 2011	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CU + 2

Detailed Listing of Tote Box Contents (Please type only):

Bid proposals from 2008 - 2009

*These are only unsuccessful bids - all
successful bids have been kept separate
in the computer*

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/30/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 734	Box 4328
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Official Record Title (from Records Retention Schedule) Bids & Proposals (Unsuccessful)	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 2010
Date/Year to consider destruction 2012	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CU + 2

Detailed Listing of Tote Box Contents (Please type only):

Bid proposals from 2010

*(These are only unsuccessful bids. All
Successful bids have been kept separately
with documents)*

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 7/31/14	Department (from Records Retention Schedule) City Clerk	User/Sender (first and last) Kristine Lawler	Location 884	Box 4352
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Official Record Title (from Records Retention Schedule) Bids and Proposals (Unsuccessful)	Records are? Public ☒ or Confidential ☐ Information	Record Dates 1978 - 1996
Date/Year to consider destruction 1998	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL + 2

Detailed Listing of Tote Box Contents (Please type only):

Contract Documents for Parking Facility Expansion; Oak, Clay, and School Streets – 1994
Downtown Parking Lot Construction Rebid – 1995
Contract Documents for Remodel of Downtown Regional Conference Center URA Spec. No 93-1 – 1993
City of Ukiah EDA Project, Audit Firehouse File 1 of 4, #07-51-20812 - 1977
City of Ukiah EDA Project, Audit Firehouse File 2 of 4, #07-51-20812 - 1977
City of Ukiah EDA Project, Audit Firehouse File 3 of 4, #07-51-20812 - 1977
City of Ukiah EDA Project, Audit Firehouse File 4 of 4, #07-51-20812 – 1977
Solid Waste Systems – Financial Statements 1979 - 1993

*These have been reviewed and OK'd
for destruction by City Manager and
Staff on 7/31/14*

Instructions:

1. Please complete form, typed, supplying all information

to box 10

RECORDS DESTRUCTION NOTICE FOR CITY OF UKIAH

Date: 9/10/14	Department: Human Resources	Records Coordinator: Kristine Lawler, City Clerk
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Current retention schedules show that the attached records listed are now ready for destruction. Storage capacity is currently down to 16 spaces left. Therefore, please review the records per the instructions below and return the signed form to the City Clerk as soon as possible.

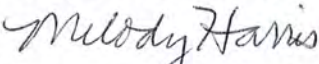
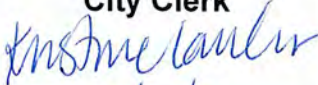
NOTE: Please review the attached City Manager and City Attorney's message regarding the Ukiah Valley Sanitation District litigation, and keep this in mind when reviewing your files.

- Instructions:
1. Review the attached listing (if needed, you may obtain a copy of the retention guidelines from City Clerk)
 2. If only a portion of the box is to be kept, remove it and start a new box with a new transfer notice; then deliver that to the City Clerk.
 3. If the entire box is to be kept, change the date/year to consider destruction, and give the transfer notice with the new year back to the City Clerk.
 3. For boxes that are okay to proceed with destruction, obtain Department Head's signature and return this notice, signed, to City Clerk.

Thank you for your cooperation in keeping our records management system working smoothly.

Kristine Lawler, City Clerk

Signatures Authorizing Destruction

Department Head  Date: 9-17-2014	City Clerk  Date: 10/28/14	City Attorney  Date: 4/3/15	Destroyed By Date:
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see ↓ notes

[illegible]

RECORDS TRANSFER NOTICE

Date 3/6/06	Department Personnel	User/Sender (first and last) Karen Maguire	Location 442	Box 3228
Official Record Title (from Records Retention Schedule) Personnel Recruitment Files		Records are? Public ☐ or Confidential ☒ Information	Record Dates FROM 4/01 TO 9/04	
Date/Year to consider destruction 2007 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL + 10	
Detailed Listing of Tote Box Contents (Please Do Not Write on Box): Police Officer (Entry or Lateral) 9/04 Public Services Worker / Animal Control 3/04 503-02 Public Services Maintenance I (Seasonal / Temporary) 7/02 Risk Manager / Budget Analyst 9/27/04 Sports Coordinator 10/04 503-02 Summer Day Camp Position (Seasonal) 3/03 503-02 Summer Pool Positions (Seasonal) 3/03 503-02 Summer Pool Positions (Seasonal) 4/02 503-02 Summer Day Camp Positions (Seasonal) 4/02 503-02 Summer Day Camp Positions (Seasonal) 4/01 503-02 Municipal Pool (Seasonal) 4/01 PT/YR Utility Support Clerk 3/04 503-02 Wastewater Treatment Plant Operator 8/01 Water/Sewer Attendant I 1/12/04 503-02 Senior Water Treatment Plant Operator/Mechanic 3/02				
Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email marieu@cityofukiah.com when notification box is ready for pickup				

These files were transferred to
Location 371, Box 3718 due to
Legal Hold - WUSD, per City Attorney

RECORDS TRANSFER NOTICE

Date 10-25-2010	Department Human Resources	User/Sender (first and last) Melody Harris	Location 496	Box 3870
Official Record Title (from Records Retention Schedule) Claims		Records are? Public ☐ or Confidential ☒ Information	Record Dates FROM 2004 to 2009 A-F	
Date/Year to consider destruction 2014		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL + 5	
Detailed Listing of Tote Box Contents (Please Do Not Write on Box): Aden, Ronney Claims 2008 Abbott, Tim Claims 2006 Andrews, Mike & Jennifer Claims 2009 Ashford, Mary Claims 2008 Ashiku, Mark Claims 2006 Barnes, Jacob & Miller, Jolee Claims 2007 Bielenberg, Mike-The Baking Co. of Ukiah Claims 2006 Barajas, Isidro Claims 2007 Bass, Dayna Claim 2006 Black, Bonnie Claims 2006 Boen, Rachel L. Claims 2006 Bogner, Gertrude Claim 2005 Boyman, Cynthia Claims 2006 Brigham, Carrie Claim 2006 Bristol West Insurance Claims 2008 Brocchini, Lisa Claims 2007 Brummett, Tom Claims 2008 Burgess, Troy & Elaine Claim 2006 Cabral, Brendan Claim 2009 Cade, Vicki Claims 2008 Cadogan, Chandelle Claims 2004/2006 Capitol Wellness Collective, Inc. Claims 2009 Carlstedt, Jesse A. Claims 2009 Howard Carroll "Rabies Control Report" 2006 Christiansen, C.R. Claims 2009 Christiansen, C.R. Claims 2007 Corona, Sylvia H. Claims 2006 Cox, Verna Claims 2008 Crider, Mike Claims 2007 Criss, Vanessa Claims 2006 Dausman, Skyler B. Claims 2008				

DeLong, Hildred Claim 2005
DeVote, Marianna Claim 2005
Dunn, Dave & Joanie Claims 2009
Dyer, LaVone & Hoy, Brian Claims 2009
Ellis, Kathleen M. Claim 2005
Eversole, Walter & Barbra Claim 2005
Fairfield Inn Claims 2005
Falgout, Mona Claim 2005
Farmer, Greg Claim 2006
Ford Street/Sidnie Court Neighborhood Committee V. City of Ukiah 2005
Fowler, Crysta & Hall, Anthony Claims 2007
Freitas, Michael Claims 2006

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)
3. Email lindab@cityofukiah notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 10/27/2010	Department Human Resources	User/Sender (first and last) Melody Harris	Location 539	Box 3881
Official Record Title (from Records Retention Schedule) Motor Vehicle Pulls (DMV)		Records are? Public ☐ or Confidential ☒ Information	Record Dates FROM to 2007	
Date/Year to consider destruction 2014		Permanent? Yes or No ☒	Retention Period (from Records Retention Schedule) CL + 7	
Detailed Listing of Tote Box Contents (Please Do Not Write on Box): Former EE DMV Pull Notices 2007 Former EE I-9's Former EE Fingerprints Recreation I-9's Recreation Fingerprints 2007 Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email lindab@cityofukiah notification box is ready for pickup				

RECORD TRANSFER NOTICE

Date 12/13/04	Department: PERSONNEL DEPARTMENT	User/Sender: MELODY HARRIS	Location 549	Box 3043
Record Title (From Records Retention Schedule) LITIGATION FILES		Records are Public Information or Confidential <u> X </u> ?	Record Dates: Month Year Month Year FROM: TO:	
Year to consider destruction: 2014		Permanent:? Yes <u> X </u> or No <u> </u>	Retention Period: 10 YEARS	
Detailed Listing of Tote Box Contents (Do not write on Box): 1. Kimberly Cardenas Termination – 2003 2. Jose Castanon Litigation : Personnel/Attorney documentation; legal & court documents; Dismissal. Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention

RECORDS TRANSFER NOTICE

Date 12/01/2004	Department: Personnel	User/Sender: Norma DeKnoblough	Location 555	Box 3046
Record Title (From Records Retention Schedule) Recruitments		Records are Public Information _____ or Confidential <u>X</u> ?	Record Dates: Month Year Month Year FROM: January 1988 TO: February 2004	
Year to consider destruction: 2014		Permanent?: Yes ___ or No ___	Retention Period: CL+10	
Detailed Listing of Tote Box Contents (Do not write on Box): Code Compliance Coordinator 9/02 Director of Community Services 12/90 Electric Engineering Technician 12/88 Fire Battalion Chief (Closed Promotional) 09/00 Fire Captain (Closed/Promotional) 04/99 Information Technology 08/03 Public Works Maintenance I 02/04 Solid Waste Maintenance Attendant 10/97 Solid Waste Operations Supervisor 7/93 Summer Pool Positions 1998 Utility Service Attendant 1987 Utility Support Clerk PT 10/02 Utility Support Clerk PT 07/01 Utility Support Clerk PT/On-Call 6/99 Utility Support Clerk 08/98 pg 1				

RECORD TRANSFER NOTICE

Date 12/13/04	Department: PERSONNEL DEPARTMENT	User/Sender: MELODY HARRIS	Location 841	Box 3175
Record Title (From Records Retention Schedule) LITIGATION FILES		Records are Public Information ☐ or Confidential ☒ ?	Record Dates: Month Year Month Year FROM: TO:	
Year to consider destruction: 2014		Permanent:? Yes ☐ or No ☒	Retention Period: 10 YEARS	
Detailed Listing of Tote Box Contents (Do not write on Box): JAMES YOAST/CHRISTOPHER HALL/ROSS MAYFIELD, III VS. CITY OF UKIAH (2002-04): Attorney/Personnel Documentation Depositions Interrogatories Settlement Agreement Instructions: 1. Please type or print legibly 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number)				

Records: Retention



ITEM NO.: 7c

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING 40 LINEAL FEET OF ON-STREET PARKING ON SOUTH ORCHARD AVENUE NORTH AND SOUTH OF KINGS COURT

Background: The Traffic Engineering Committee (TEC) received a request from Cathy Schaus, AAA-Ukiah District Office to establish no parking zones on South Orchard Avenue at Kings Court.

Discussion: Vehicles parked on Orchard Avenue, north and south of Kings Court, tend to reduce the sight distance for vehicles exiting Kings Court. On occasion, vehicles park along the corner at Orchard Avenue and Kings Court. Establishing no parking zones on Orchard Avenue for a length of 40 feet north and 40 feet south of Kings Court will provide for better sight distance at the intersection. South Orchard Ave. serves both residential and commercial traffic and carries moderate to heavy traffic volumes throughout the business day. The net result of the proposed action will be the loss of three on-street parking spaces. Staff notified the property owner at the northeast corner of S. Orchard Ave. and Kings Ct. by letter on April 22, 2015 of the proposed no-parking zone. As of the date of preparation of this report, staff has not received objections to the proposed no parking zone.

The TEC reviewed this request at its meeting of April 14, 2015. The TEC recommends approval of the No Parking Zone to the City Council. Please refer to the attached location map (Attachment "2").

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested

Recommended Action(s): 1) Adopt resolution removing 40 lineal feet of on-street parking on South Orchard Avenue north and south of Kings Court.

Alternative Council Option(s): 1) Do not adopt resolution and provide direction to staff.

Citizens advised: Cathy Schaus, AAA-Ukiah District Office and
Robert & Shirley Harris Family Foundation (property at 425 S. Orchard Ave.)
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Jane Chambers, City Manager
Attachments: 1. Resolution for Adoption
2. Location Map

Approved: 
Jane Chambers, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING 40 LINEAL FEET OF ON-STREET PARKING ON SOUTH ORCHARD AVENUE NORTH AND SOUTH OF KINGS COURT

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to establish no parking zones on the east side of South Orchard Avenue north and south of Kings Court at its meeting on April 14, 2015; and

WHEREAS, the Traffic Engineer recommends establishing no parking zones on the east side of South Orchard Avenue north and south of Kings Court; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does hereby establish no parking zones on the east side of South Orchard Avenue north and south of Kings Court at the location determined by the City Engineer.

PASSED AND ADOPTED this 6th day of May 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

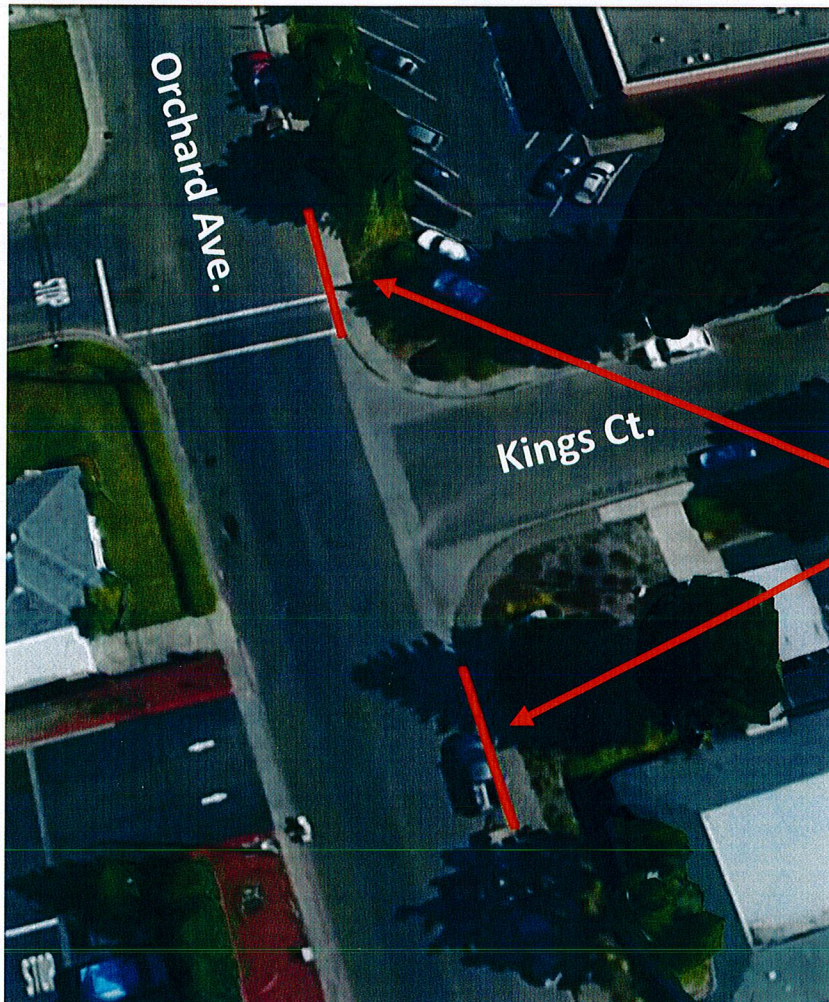
Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, Deputy City Clerk



ATTACHMENT "2"
South Orchard Ave. & Kings Ct.



**Proposed 40 ft.
NO PARKING**

Perspective View—No Parking





ITEM NO.: 7d
MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING 70 LINEAL FEET OF ON-STREET PARKING ON THE SOUTH SIDE OF WEST STANDLEY STREET WEST OF THE INTERSECTION WITH BARNES STREET

Background: The Traffic Engineering Committee (TEC) received a request from Cottie Morrison to post STOP signs on West Standley Street at its intersection with Barnes Street.

Discussion: The TEC considered this request at its April 14, 2015 meeting. The request for STOP signs on W. Standley St. at Barnes St. was not approved since this intersection did not satisfy the guidance criteria of the California Manual of Uniform Traffic Control Devices. During discussion regarding this intersection, the TEC considered establishing a 70 foot no parking zone on the south side of W. Standley St. west of Barnes St. A no parking zone at this location would provide for better sight distance for northbound traffic. The net result of the proposed action will be the loss of three on-street parking spaces. Staff notified the adjacent property owner by letter on April 22, 2015 of the proposed no-parking zone. As of the date of preparation of this report, staff has not received objections to the proposed no parking zone.

The TEC recommends approval of the No Parking Zone to the City Council. Please refer to the attached location map (Attachment "2").

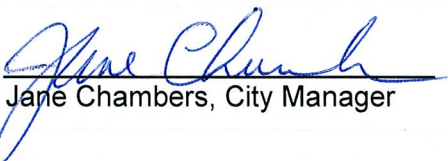
Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required
Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested

Recommended Action(s): 1) Adopt resolution removing 70 lineal feet of on-street parking on the south side of West Standley Street west of the intersection with Barnes Street.

Alternative Council Option(s): 1) Do not adopt resolution and provide direction to staff.

Citizens advised: Cottie Morrison, Bob & Gina Greco
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Jane Chambers, City Manager
Attachments: 1. Resolution for Adoption
2. Location Map

Approved: 
Jane Chambers, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING 70 LINEAL FEET OF ON-STREET PARKING ON THE SOUTH SIDE OF WEST STANDLEY STREET WEST OF THE INTERSECTION WITH BARNES STREET

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to establish a no parking zone on the south side of West Standley Street west of the intersection with Barnes Street, at its meeting on April 14, 2015; and

WHEREAS, the Traffic Engineer recommends establishing a no parking zone on the south side of West Standley Street west of the intersection with Barnes Street; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone on the south side of West Standley Street west of the intersection with Barnes Street at the location determined by the City Engineer.

PASSED AND ADOPTED this 6th day of May 2015, by the following roll call vote:

AYES:

NOES:

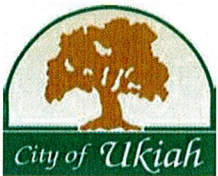
ABSENT:

ABSTAIN:

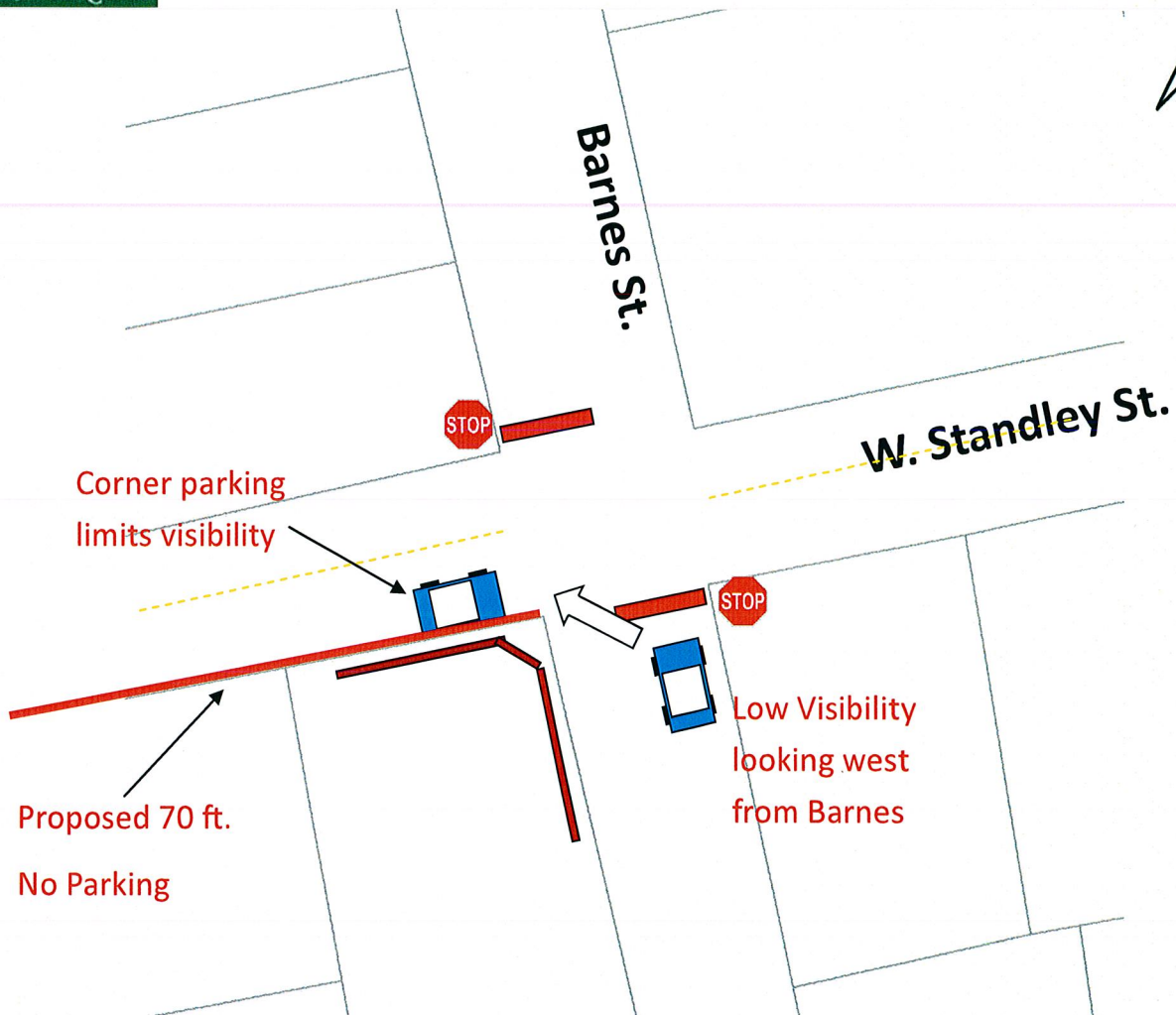
Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, Deputy City Clerk

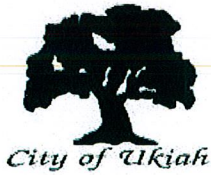


ATTACHMENT "2"
Standley and Barnes Streets



View westward from Barnes Street, south of West Standley St.





ITEM NO.: 7e

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING 50 LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A NO PARKING ZONE / BUS LOADING ZONE AT 915 SOUTH DORA STREET

Background: The Traffic Engineering Committee (TEC) received a request from Sean Bashaw at Ukiah Valley Association for Habilitation (UVAH) to remove the passenger loading zone at 915 South Dora Street to designate a no parking zone / bus loading zone for the clients of UVAH.

Discussion: The passenger loading zone in front of UVAH is at times utilized by parents of St. Mary's students. When other vehicles occupy the loading zone, UVAH is required to park elsewhere to unload clients. A no parking zone / bus loading zone could be used by buses or vans for UVAH clients. The net result of the proposed action will be the loss of two on-street parking spaces.

The TEC reviewed this request at its meeting of April 14, 2015. The TEC recommends approval of the no parking zone / bus loading zone at 915 South Dora Street. Please refer to the attached location map (Attachment "2").

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required
Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested

Recommended Action(s): 1) Adopt resolution removing 50 lineal feet of on-street parking and establishing a no parking zone / bus loading zone at 915 South Dora Street.

Alternative Council Option(s): 1) Do not adopt resolution and provide direction to staff.

Citizens advised: Sean Bashaw & Pam Jensen, UVAH
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Jane Chambers, City Manager
Attachments: 1. Resolution for Adoption
2. Location Map

Approved: _____

Jane Chambers, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING 50 LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A NO PARKING ZONE / BUS LOADING ZONE AT 915 SOUTH DORA STREET

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the provisions of Sections 21458 and 22500 of the California Vehicle Code permit the stopping of buses in a red zone marked or posted as a bus loading zone; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to remove the passenger loading zone and establish a no parking zone / bus loading zone at 915 South Dora Street at its meeting on April 14, 2015; and

WHEREAS, the Traffic Engineer approved the removal of the passenger loading zone and recommends establishing a no parking zone / bus loading zone at 915 South Dora Street; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone / bus loading zone at 915 South Dora Street at the location determined by the City Engineer. The City Engineer shall direct the removal and installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 6th day of May 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

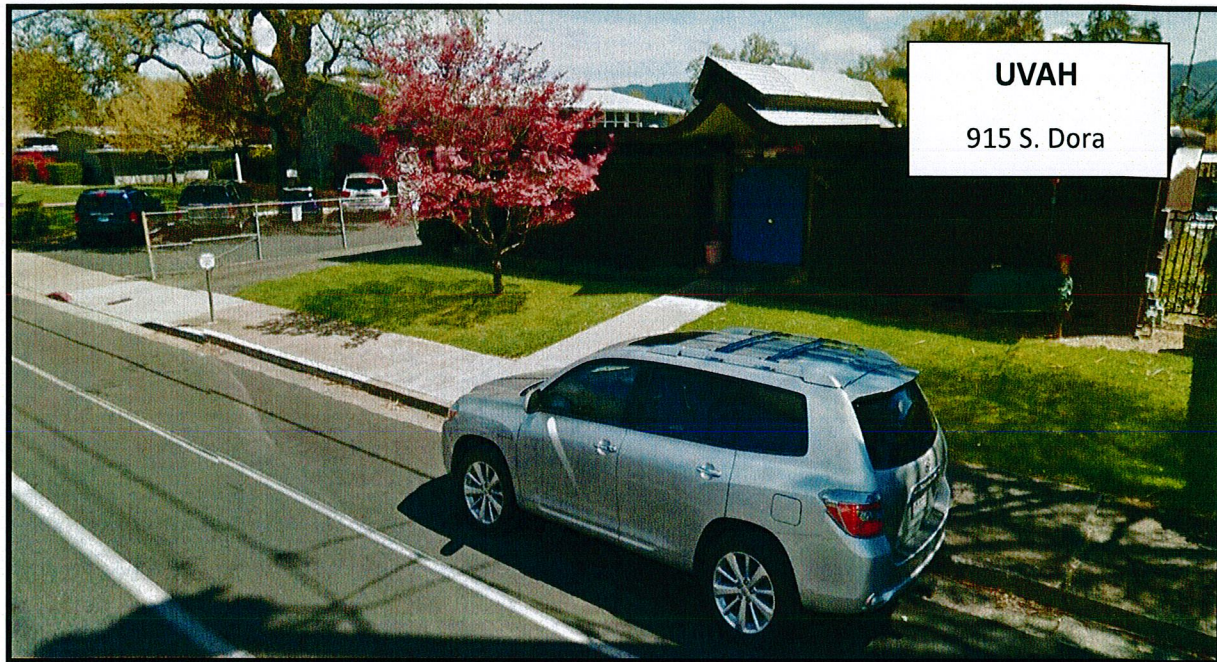
ATTEST:

Kristine Lawler, Deputy City Clerk



ATTACHMENT "2"

S. Dora St. Proposed Bus Loading Zone





ITEM NO.: 7f
MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING AN EXISTING NO PARKING ZONE / BUS LOADING ZONE ON MASON STREET AT CLARA AVENUE AND REMOVING 40 LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A BUS LOADING ZONE AT 200 CLARA AVENUE

Background: The Traffic Engineering Committee (TEC) received a request from the Mendocino Transit Authority (MTA) to relocate a bus loading zone from Mason Street to Clara Avenue.

Discussion: The business owner at 195 Clara Avenue has requested a relocation of an existing MTA bus loading zone adjacent to the front entrance to the building on Mason Street. The existing MTA bus loading zone is heavily used and diminishes sight and access to this entry. A suggested relocation of the bus loading zone to a nearby site at 200 Clara Avenue was determined acceptable requiring 40 feet of on-street parking to be converted to a no-parking zone / bus loading zone. This location is rarely used for on-street parking. There will be no net loss of on-street parking since the bus loading zone will be relocated from Mason Street to Clara Avenue. Staff notified the owner adjacent to the proposed no parking zone / bus loading zone location at 200 Clara Avenue by mail. As of the date of preparation of this report, staff has not received objection to the proposed no parking zone / bus loading zone.

The TEC reviewed this request at its meeting of April 14, 2015. The TEC recommends approval to the City Council. Please refer to the attached location map (Attachment "2").

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required
Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested

Recommended Action(s): 1) Adopt resolution removing an existing no parking zone / bus loading zone on Mason Street at Clara Avenue and removing 40 lineal feet of on-street parking and establishing a bus loading zone at 200 Clara Avenue.

Alternative Council Option(s): 1) Do not adopt resolution and provide direction to staff.

Citizens advised: Pamela & Stephen Sorrels
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Jane Chambers, City Manager
Attachments: 1. Resolution for Adoption
2. Location Map

Approved: Jane Chambers
Jane Chambers, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING AN EXISTING NO PARKING ZONE / BUS LOADING ZONE ON MASON STREET NEAR CLARA AVENUE AND REMOVING 40 LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A BUS LOADING ZONE AT 200 CLARA AVENUE

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the provisions of Sections 21458 and 22500 of the California Vehicle Code permit the stopping of buses in a red zone marked or posted as a bus loading zone; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to remove the no parking zone / bus loading zone on the west side of Mason Street adjacent to 195 Clara Avenue at its meeting on April 14, 2015; and

WHEREAS, the Traffic Engineer considered the request to establish a no parking zone at 200 Clara Avenue; and

WHEREAS, the Traffic Engineer recommends the request to remove the existing no parking zone / bus loading zone on Mason Street near Clara Avenue and to establish a no parking zone / bus loading zone at 200 Clara Avenue.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does remove the no parking zone / bus loading zone on Mason Street near Clara Avenue. The City Engineer shall direct the signage and curb painting to be removed as necessary; and

BE IT FURTHER RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone / bus loading zone at 200 Clara Avenue. The City Engineer shall direct installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 6th day of May 2015, by the following roll call vote:

AYES:

NOES:

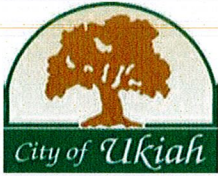
ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, Deputy City Clerk



ATTACHMENT "2" Clara Ave. Bus Loading Zone





ITEM NO.: 7g

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPT PLANS AND SPECIFICATION NO. 15-04 TO INSTALL CONDUIT, VAULTS AND EQUIPMENT PADS TO RECONFIGURE THE ELECTRIC SYSTEM IMPROVING THE CAPABILITY AND RELIABILITY TO THE NORTH WEST PORTION OF UKIAH. (EUD) \$255,000.

Summary: The Ukiah Electric Utility Department announces a project that will improve electric service to 2,250 customers in the north-west portion of the City.

Construction includes installing underground equipment along Low Gap Road and Despina Drive between Bush Street and Capps Lane. The work will improve reliability to all customers in the area.

Discussion: Over the past few years, Ukiah electric customers including County Administration, County Jail, Sheriff offices, Ukiah High School, Fair Grounds, and several hundred residential customers have experienced several extended power outages. Some outages have exceeded ten hours in duration.

Utilizing improved equipment and design techniques, this project will make outages 1) Less frequent, 2) Shorter in duration and 3) Impact fewer customers (smaller groups of customers will be effected). Funds were budgeted in the 2013-14 budget for design/engineering and subsequently in the 2014-15 budget for substructure installation.

This project will install electric substructures (conduits, pedestals and pad mount switch box pads) along Low Gap Road and Despina Drive from Bush Street to Capps Lane. When completed, the new conduit system will connect to existing underground facilities to provide:

1. Protection of main feeder from 200 amp events,
2. Improve fault isolation capabilities on 200 and 600 amp systems,
3. Create 200 amp loops to maintain customer service during most failures and
4. Provide system status during power outages and ability to monitor performance of the system.

A copy of the draft specifications have been posted and are available for review on the City of Ukiah's website at www.cityofukiah.com/purchasing/.

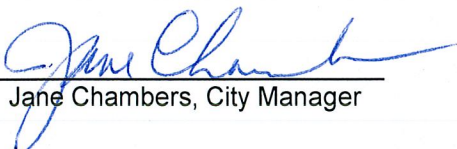
RECOMMENDED ACTION(S): Adopt Plans and Specification No. 15-04 to Install Conduit, Vaults and Equipment Pads to Reconfigure the Electric System Improving the Capability and Reliability to the North West Portion of Ukiah. (EUD) \$255,000

ALTERNATIVES:

Citizens advised: Property and business owners within construction areas
Requested by: Mel Grandi, Electric Utility Director
Prepared by: Diann Lucchetti, Electric Utility Program Coordinator, Scott Bozzoli, Electrical Engineer Technician and Al Smatsky, Electric System Designer
Coordinated with: Jane Chambers, City Manager and Mary Horger, Purchasing Supervisor
Presenters: Mel Grandi, Electric Utility Director
Attachments: Plans and Specifications

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
LOW GAP TO DESPINA
200/600 AMP LOOP PROJECT
SPECIFICATION NO. 15-04

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: 2:00 p.m., _____, 2015

**Office of City Clerk
300 Seminary Avenue
Ukiah, California 95482**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

**DOUGLAS CRANE - MAYOR
STEVE SCALMANINI
JIM BROWN
KEVIN DOBLE
MAUREEN MULHEREN**

**JANE CHAMBERS – CITY MANAGER
MEL GRANDI – UKIAH ELECTRIC UTILITY DIRECTOR**

**KRISTINE LAWLER - CITY CLERK
ALLEN CARTER- CITY TREASURER**

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
MAY 2015

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**CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
LOW GAP TO DESPINA
200/600 AMP LOOP PROJECT
SPECIFICATION NO. 15-04**

NOTICE IS HEREBY GIVEN that sealed standard proposals for Low Gap to Despina 200/600 Amp Loop Project will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on _____, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "200 AMP LOOP PROJECT". Bids are required for the entire work described herein. No fax bids will be accepted.

ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1.	Excavate, trench, backfill and compaction (18"x59" Street Trench)	815	LF
2.	Excavate, trench, backfill and compaction (18"x59" Off-Street Trench)	1,818	LF
3.	Remove and replace asphalt concrete (18" Trench)	2,040	SF
4.	4" PVC SCH 40 Conduit including installation	5,194	FT
5.	6" PVC SCH 40 Conduit including installation	204	FT
6.	Sidewalk removal and replacement for installation of electric conduit	36	SF
7.	Excavate, backfill, compact and install Transformer box pad (City to Provide)	1	EA
8.	Excavate, backfill, compact and install Padmount Switch pad (City to Provide)	3	EA
9.	Excavate, backfill, compaction and install Pedestal (City to Provide)	6	EA
10.	Landscape removal and replacement- Cemetery Property & 660 Capps Ln.	1	LS

Plans and Special Provisions may be inspected and/or copies obtained for a non-refundable fee of \$59 at the receptionist's station, Ukiah City Hall Annex, City of Ukiah, 411 West Clay Street, Ukiah, California 95482-5400. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing.

No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 463-6234.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of

Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/>

The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to Section 4590 of the California Government Code, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

INSTRUCTIONS TO BIDDERS

Low Gap to Despina 200/600 Amp Loop Project: Trench, backfill, compact, install underground conduits (electric), Pedestal and box pads (installed by Contractor, provide by City) as specified, in the general work area of Low Gap, Bush, Despina and Capps, in accordance with the Plans and Special Provisions therefore adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the City prior to the start of any work and start work as scheduled.

The work is to be completed within thirty (30) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day delay beyond the time prescribed.

Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the City to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent, nor shall the City, or any of their officers or

representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, California Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Location of the Work

All of the work to be performed in the general work area of Low Gap, Bush, Despina and Capps Ln. in Ukiah, California.

All work is anticipated to be performed during regular work hours.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefore. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, California Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank form prepared by the City without removal from the bound Special Provisions. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following) and shall set forth:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-03 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgment of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-05 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any

specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Project Manager, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Project Manager. Or, in the event that the Project Manager elects, in lieu of such substitution, to have supplied and

to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Project Manager shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assume any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Project Manager in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Project Manager of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Project Manager has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Project Manager to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Project Manager and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Project Manager.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Project Manager. At the request of the Project Manager the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Project Manager temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Project Manager, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Project Manager may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Project Manager properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Project Manager, in writing and the Project Manager shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. He or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Project Manager. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Project Manager and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Project Manager.

- (1) If the work be stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Project Manager fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Project Manager or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Project Manager, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Project Manager shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses

threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Project Manager.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD>. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

6. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Project Manager shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Project Manager. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Project Manager, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Project Manager (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. His or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Project Manager shall be unable to act, in consequence of absence or other cause, then such Project Manager as the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Project Manager.

7-02. Inspection. The City will provide personnel for the inspection of the work.

The Project Manager and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Project Manager instruction, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the Project Manager timely notice of its readiness for inspection and, if the inspection is by an authority other than the Project Manager, of the date fixed for such inspection. Inspections by the Project Manager shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Project Manager, it must, if required by the Project Manager, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Project Manager and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions

of the Project Manager and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Project Manager is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Project Manager shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefore in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Project Manager shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$25,000, whichever is the lesser, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Project Manager and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Project Manager shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Project Manager, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Project Manager, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Project Manager, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Project Manager may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Project Manager shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Project Manager.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Project Manager that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services; such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Project Manager.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Project Manager may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered

as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Project Manager.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Project Manager, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Project Manager will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Project Manager.

When requested by the Project Manager, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Project Manager. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Project Manager to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Project Manager to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Project Manager for approval and from the making of surveys, measurements, inspections, and testing and

(3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Project Manager in writing of the probability of the occurrence of such delay and its cause, in order that the Project Manager may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Project Manager may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Project Manager within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Project Manager within 45 days of the occurrence unless the Project Manager specifies in writing a longer period. All claims for a time extension must be approved by the Project Manager and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Project Manager, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Project Manager. No lane closures will be allowed between the peak hours: 4:30 PM to 5:30 AM.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Project Manager and that such permission may be revoked

at any time by the Project Manager if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by City. All payments under this contract shall be made upon the presentation of certificates in writing from the Project Manager and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Project Manager shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Project Manager shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Project Manager and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 90 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Government Code Section 4590 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the

Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as banker's acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole project has been completed satisfactorily. The Contractor shall notify the Project Manager, in writing, of the completion of the work, whereupon the Project Manager shall promptly, by personal inspection, satisfy

himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Project Manager shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof.

Such final estimate shall be signed by the Project Manager, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting there from all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Project Manager and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Project Manager in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefore each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Project Manager's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Project Manager and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for

performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar days delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City there under, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed will be on Low Gap, Bush, Despina and Capps In. in Ukiah, California.

Work required, and to be more clearly defined in this specification under Section 13. Construction Details:

Trench, backfill, compact, install underground conduits, pedestals, electric box pad for transformer (installed by Contractor, provide by City), Padmount switch box pads (installed by contractor provided by City), for underground duct system, as specified, in the general work area of Low Gap, Bush, Despina & Capps.

12-02. Examination of Site. The Contractor should familiarize himself with the local conditions of the project sites, and shall be responsible for having acquired full knowledge of the job and all problems affecting it. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger, (707) 463-6233.

12-03. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-04. Arrangement of Plans. Plans delineating the scope of work are provided and indexed per Appendix "A" List of Drawings.

12-05. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, May 2006, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation – The City Council.

Director of Public Works – The City of Ukiah Director of Public Works.

Engineer – The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

State – The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of terms of the California Standard Specifications. In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-06. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-07. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-08. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-09. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to the public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass until all work is completed.

12-10. Maintaining Traffic. Attention is directed to Section 7-1.08 "Public Convenience. "7-1.09, "Public Safety. "7-1.092. "Lane Closure." and 7-1.095. "Flagging Costs." of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the City. It is the contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during this project.

12-15. Notification of Underground Service Alert (USA). The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1-800-227-2600

SECTION 13 - CONSTRUCTION DETAILS

13-01. General. Contractor shall be responsible for furnishing all labor, materials, equipment, tools and incidentals necessary for trenching, backfilling and compacting, provide and install conduits (electric and Comcast), install vaults and box pad (furnished by City), furnish and install cable vault, blacktopping, sidewalk removal and replacement, as specified, and other incidental and related work, all as shown on the plans and specifications for the Low Gap to Despina 200/600 Amp Loop Project. Location of the work will be in the general work area of Low Gap, Bush, Despina & Capps Ln. in Ukiah, California, as more specifically in the construction drawings defined in Appendix "A".

13-02. Materials. Materials shall be new and of merchantable grade, free from defect. Contractor shall be responsible for providing any and all materials necessary for the completion of the project, which include, but are not limited to, all conduits, conduit sweeps and conduit fittings. Conduit sizes shall be as specified on the plans. PVC conduit, elbows and sweeps shall meet NEMA TC-2, TC-3 and UL 651 (Conduit) and 514b (Fittings) specifications for type Sch 40 and Sch 80. Rigid steel conduit at all riser pole locations shall be U.L. 6 listed and meet ANSI C80.1 specifications. The ¾" NPT threads (ANSI B1.20.1) shall be full cut and hot galvanized after cutting. All elbows and sweeps shall be minimum 36" radius for 4" conduit and minimum 24" for 2" conduit. Long line couplings shall be used. Five degrees angle couplings, flexible adapters and PVC flexible couplings shall not be used. All conduits shall be proved in a manner acceptable to the Electric Utility Department. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Mule Tape must be installed in each conduit. The open end of all conduits must be protected in such a manner that it prohibits dirt and debris from entering. Electronic conduit markers shall be installed at all conduit stub ends. Insulated bonding bushings will be required on metal conduit. No substitutions shall be permitted from the original specifications unless bidder obtains prior written approval.

13-03. Quantities. The preliminary estimate of the quantities of work to be done and materials to be furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Ukiah does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work or to omit portions of the work that may be deemed necessary or expedient by the City.

Upon completion of successful bid, the Contractor shall furnish to the Engineer a cost break-down for each contract lump sum item.

The contractor shall determine the quantities of the items required to complete all work shown on the plans. Such quantities and their values (including labor, equipment and materials) shall be included in the cost break-down submitted to the Engineer for approval. The sum of the quantity units times the unit price shall equal the contract quantities and values used in the cost break-down submitted for approval. Unbalancing of the unit prices will not be allowed.

Overhead, profit, bond premium, temporary construction facilities, and other such items shall be included in each individual unit listed in the cost break-down, however, costs for traffic control system shall not be included.

No adjustment of the compensation will be made in the contract lump sum prices paid for various work items due to any differences between quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these Special Provisions.

The cost break-down shall be submitted to the Engineer within 10 working days after the contract has been approved. The cost break-down shall be approved by the Engineer, in writing, before any partial payments for the items of work will be made. The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment of compensation for the items(s) of work due to the changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in the compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with increases and decreases in the quantity of a contract item of work in accordance with the Contractor bid price.

Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Ukiah, and they have been accepted in writing by the Engineer.

13-04. Payment. Payment will be at the unit price bid and will be compensation in full for all labor, materials, equipment, tools, including any and all incidentals.

13-05. Primary Pedestals Transformer Box Pad and Padmount Switch Box Pads. Primary pedestals, Transformer box pad and Padmount Switch Box Pads shall be provided by the City and installed by the Contractor. Primary pedestals shall be installed per city specification # 317 3001. Padmount box pad shall be installed per city specification # 922 5406 & 922 5407. Transformer box pad shall be installed per city specification 317 2426(4) & 922 5402. Grounding shall be installed per Ukiah Electric Utility Department specifications at each primary junction box and transformer location.

13-06. Bonding and Grounding Bonding and grounding shall conform to Ukiah Electric Utility Department specification, 314 1007.

13-07. Maintaining Traffic The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control".

Payment – Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

13-08. Dust Control and Watering Dust control and watering shall conform to the provisions in Sections 10 "Dust Control" and 17 "Watering" of the California Standard Specifications and these Special Provisions.

The Contractor at their expense shall provide their own water for dust control and project construction.

Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

Payment for dust control and watering shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

13-09. Traffic Control Traffic control shall conform to Section 12 "Construction Area Traffic Control Devices" of the California Standard Specifications and these Special Provisions. Attention is particularly directed to the "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" published by Caltrans. Nothing in these Specifications is to be construed as to reduce the minimum standards set in said manual.

Traffic shall be maintained at all times as provided in these Special Provisions except as otherwise approved by the Engineer.

The Contractor will be required to keep all residents and businesses notified of the work schedule as it affects their access.

The Contractor shall maintain contact with the Ukiah Electric Utility Department dispatch office regarding start and completion of the following:

- Construction activity that may impede emergency vehicles, school buses, etc.

- Construction activity such as trenches or other excavation that prohibit access.
- Construction activity that removes a fire hydrant from service.

The Contractor shall provide the name and telephone number of a person directly responsible for the construction activity to the Ukiah Police and Fire Departments and Life Medical Paramedic Ambulance Service

The City will furnish "No Parking" signs which shall be posted by the Contractor.

The Contractor shall be responsible for supplying, installing and maintaining such fences, barriers, lights, signs and flaggers as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

All traffic control equipment shall be removed when it is no longer required.

Upon request, the Contractor shall submit to the Engineer a sketch showing the proposed signing and barricading to be used in the project.

All existing warning, regulatory, and information signs shall be maintained in a visible location during all phases of the construction by the Contractor.

If it becomes necessary for the City of Ukiah to replace or place additional barricades in order to provide adequate safety to the public, the Contractor will be charged \$1 per barricade per day or portion thereof plus the cost of placement and removal. The Contractor will also be charged for replacement of damaged City barricades. The Contractor shall furnish and place barricades within 3 working days. No removal charge will be made if the Contractor returns City barricades to the Municipal Service Center.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in furnishing and placing barricades, warning devices, and for flaggers as may be required by the Engineer shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed therefore.

13-10. Protection of Existing Facilities Protection of existing facilities shall conform to all the applicable provisions in Section 8-1.10 "Utility and Non-Highway Facilities" and Section 15 "Existing Highway Facilities" of the California Standard Specifications and these Special Provisions.

All known obstructions to the work are indicated on the plans. However, the City cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions and all underground facilities shown on the Plans or brought to the Contractor's attention during the course of the work.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation.

The owning utility shall be immediately notified of any damage which is caused by the operations of the Contractor to any facility, utility or structure. At the owning utility's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the Engineer.

13-11. Removal Methods Removal of existing improvements shall conform to Section 15-2 "Miscellaneous Highway Facilities" of the California Standard Specifications, these Special Provisions and as shown on the Plans.

All portions of existing concrete to be removed shall be removed in a smooth, neat, vertical plane. Where expansion, contraction or construction joints are not present, the concrete shall be saw cut to a minimum depth of 1-1/2 inches. If an expansion, contraction or construction joint is within 3 feet of the concrete to be removed, the concrete shall be removed to that joint.

Prior to final paving, all portions of existing pavement to be removed shall be cut on a neat, straight line. Pavement removed outside the removal line shall be cut parallel to and at right angles to the removal line.

The face of the cut shall be smooth and shall not overhang the removal area. Drop hammers are not allowed. Jackhammers may be used if the cuts are overlapped and meet the above criteria. Where edges of remaining pavement are raised by the removal method used, they shall be flattened with a mechanical tamper prior to setting frames or replacing pavement.

Where an excavation leaves less than 2 feet of pavement adjacent to the gutter, the remaining pavement shall be removed and replaced.

All removed material, unless otherwise specified, shall become the property of the Contractor and shall be disposed of outside of the right-of-way.

Payment for removal and disposal of existing improvements shall be in accordance with Section 15-2.07 "Payment" of the California Standard Specifications.

13-12. Vacuum Excavation All pothole work to expose existing utilities shall be done by vacuum excavation methods. The preferred method of excavation shall be by high pressure air. Use of water fluid for excavation shall only be by permission of the City Engineer. Maximum dimension of the pothole shall be 12 inches by 12 inches. All excavation material shall be removed and disposed of by the contractor. Backfill material shall be Class 2 aggregate base compacted to 90% relative compaction. Prior to paving, the pothole shall be cut to provide a clean vertical edge to pave against. The final dimension of the pothole prior to paving shall be 12 inches by 12 inches maximum. The asphalt concrete shall be a ½ inch mix having a depth of 4 inches.

All pothole work shall comply with the Traffic Control provisions of these specifications.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing the work involved in performing the pothole operation shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed therefore.

13-13. Pipe and Structure Excavation, Backfill and Compaction Excavation and backfill for pipe, manholes and miscellaneous structures shall conform to the provisions in Section 19.3 "Structure Excavation and Backfill" of the California Standard Specifications, and these Special Provisions.

Pavement and concrete removal shall conform to Section 13-11 "Removal Methods" of these Special Provisions.

All excavation shall be made to the lines and grades shown on the Plans. Trench edges shall be no closer than 1 foot to the toe of the gutter unless otherwise approved by the Engineer. Where mud, peat or any unstable or objectionable material is encountered at or within 6 inches of the bottom of any excavation, such material shall be removed to a depth of at least 12 inches below the established grade and the trench brought to grade by placing a suitable material thoroughly compacted in place, all as approved by the Engineer.

Trench width, bedding and backfill for pipe shall conform to "Pipe Bedding and Backfill Requirements", as shown on plans.

Ponding or jetting of backfill is not allowed unless specifically shown on the Plans.

Trench backfill shall attain a relative compaction of 90 percent around conduit duct bank and 95 percent within 30" of finish grade.. Backfill compaction within the structural section shall be as shown on the Plans. Structural backfill around all structures and manholes shall attain a relative compaction of 92 percent. The Contractor shall be responsible for scheduling compaction testing per City requirements. The cost for compaction testing shall be included in the total bid cost.

Backfill in street areas shall be brought to subgrade and the existing surfacing shall be replaced with the structural section shown on the Plans.

Trench backfill shall be accomplished as soon as possible after the pipe has been installed.

The Contractor shall conduct the construction operations so that trench backfill at all intersections is sufficiently adequate to allow 2-way traffic in both directions during all phases of construction unless otherwise specified.

Payment for pipe and structure excavation and backfill shall be considered as included in the price paid for the various items of work requiring excavation and backfill and no additional compensation will be allowed therefore.

13-14. Excavation Safety Excavation Safety shall conform to the provisions in Sections 5-1.02A "Trench Excavation Safety Plans" and 7-1.01E "Trench Safety" of the California Standard Specifications and these Special Provisions.

In making excavations for the project, the Contractor shall be fully responsible for providing and installing adequate sheeting, shoring and bracing as may be necessary as a precaution against slides or cave-ins and to fully protect all existing improvements of any kind from damage.

The Contractor shall obtain a permit from the Division of Industrial Safety and shall submit a copy of the approved permit to the Engineer prior to the start of excavation. The cost of the permit shall be included in the total bid cost. If the shoring and bracing plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

The criteria given by the California Department of Industrial Relations are MINIMA for the conditions shown thereon. In addition to shoring the excavation as specified, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth by said governing agency. The Contractor shall be solely responsible for any damages which may result from failure to provide adequate shoring to support the excavations under any or all of the conditions of loading which may exist or which may arise during the construction project.

The contract price paid per lump sum for excavation safety shall include full compensation for furnishing all labor, materials, permits and equipment and for doing all work involved as specified under these Special Provisions and no additional compensation will be allowed therefore.

13-15. Sprinklers and Landscaping All sprinkler systems, landscaping, sod or turf shall be reinstalled to its original condition.

13-16. Clean-Up Clean-up shall conform to the provisions in Section 22 "Finishing Roadway" of the California Standard Specifications and these Special Provisions.

Upon completion of the work, and prior to requesting final inspection, the work area shall be thoroughly cleaned of all rubbish, construction forms, stakes, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

Full compensation for clean-up shall be considered as included in the price paid for the various contract items of work requiring finishing, and no additional compensation will be allowed therefore.

13-17. Aggregate Base Aggregate base shall be Class 2 and shall conform to the provisions of Section 26 "Aggregate Bases" of the California Standard Specifications and these Special Provisions.

Aggregate grading shall be 3/4" maximum unless otherwise approved by the Engineer. The Contractor shall submit current gradation, R-value, sand equivalent, and durability index test results as requested by the Engineer.

Aggregate base shall not be placed until the subgrade has been approved by the Engineer. In lieu of the placement requirements specified in Section 26, aggregate base material shall be placed upon prepared subgrade in a uniform windrow or layer, and after placing, the material shall be graded, compacted and watered in accordance with the requirements of Section 26-1.05 "Compaction" of the California Standard Specifications and the construction plans. Motor graders may be used for the aforementioned grading.

Aggregate base shall be compacted as specified in the Standard Specifications to a relative compaction of 95 percent.

Finished grade shall be within 0.05 feet of plan grade.

The contract price paid per ton of aggregate base shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in placing, compacting and watering aggregate base as shown on the plans and as specified in these Special Provisions, and no additional compensation will be allowed therefore.

13-18. Asphalt Concrete Asphalt concrete shall be Type B and shall conform to these Special Provisions and the following sections of the Standard Specifications:

39-1	General
39-2	Materials
39-3	Storing, Proportioning and Mixing Materials
39-4.01	Subgrade
39-4.02	Prime Coat and Paint Binder

All bituminous binder shall be viscosity grade AR-4000 liquid asphalt except AR-8000 liquid asphalt shall be used when the ambient temperature is over 90 to 95° F. Asphalt shall conform to those applicable parts of Section 92 "Asphalt" of the California Standard Specifications.

The mineral aggregate shall be 3/4-inch maximum size for base courses when such work constitutes 100 or more tons, and shall be as specified on the plans for the finish course.

Medium gradations shall be used. For base course work less than 100 tons, the aggregate size may be the same as the finish course. Asphalt concrete work required at manholes, water valves, feathering, and other miscellaneous facilities shall be 3/8-inch maximum size.

Asphalt concrete shall not be placed until the subgrade has been approved by the Engineer. Unstable subgrade shall not be paved. A prime coat is not required.

SS-1 asphaltic emulsion shall be applied to existing pavements, lower courses of new pavements (unless upper course is being applied in the same day and the lower course is clean), and vertical edges of new or existing pavements, prior to paving. If recommended by the manufacturer, the emulsion may be diluted up to 1:1. Immediately before applying the emulsion, the surface shall be cleaned of all dirt and loose material. Asphaltic emulsion and application shall conform to the applicable parts of Sections 94 "Asphaltic Emulsions" and 39-4.02 "Prime Coat and Paint Binder" of the California Standard Specifications.

13-19. Curbs, Sidewalks and Miscellaneous Concrete Curb, gutter, sidewalk, driveways, alley approaches and any other miscellaneous concrete structures shall be constructed as shown on the plans, and applicable City of Ukiah Standard Plans, and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the California Standard Specifications and these Special Provisions.

a.) Earthwork: Earthwork shall conform to the plans and Section 13-12 of these Special Provisions.

The area between the right-of-way line and the back of sidewalk shall be graded to 1/4-inch per foot and sufficient compactive effort and moisture shall be applied to this area to prevent settlement. Voids shall be filled with topsoil, not sand. Water service or other boxes and facilities shall be adjusted to grade.

b.) Curb, gutter, and sidewalk: Curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Side inlet catch basin and drop inlet catch basin concrete may be placed against neat excavation of undisturbed earth.

Concrete retaining walls shall be formed with plywood and all exposed edges shall be edged. After the back form has been removed, the void shall be backfilled to grade with clean native top soil.

- c.) Commercial curb, gutter, and sidewalk: Commercial curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the existing scoring pattern. Curb, gutter and sidewalk shall be constructed per City of Ukiah Standard Plan.

The driveway section from the back of walk to two feet past the substation wall must be of the commercial type. The last two feet of driveway inside the substation from the substation wall must slope to match the existing ground grade. The driveway and approach shall be 6" thick with #4 rebar on 6" centers throughout. The driveway, when finished, shall appear equal to existing driveway (i.e. same scoring and joints).

- d.) Concrete: Portland cement concrete shall be Class "B" conforming to Section 90 "Portland Cement Concrete" of the Standard Specifications with a minimum compressive strength of 2500 psi at 28 days.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete".

- e.) Forms: Forming requirements shall conform to the provisions in Section 73-1.04 "Forms" of the California Standard Specifications. If clean neat lines can be cut, the Contractor may pour against undisturbed earth with prior approval by the Engineer. If any sloughing or caving of material occurs, both front and back forms may be required.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material previous to placing concrete.

- f.) Concrete Reinforcement: Mesh and reinforcing steel shall conform to the provisions in Section 52-1.02 "Materials" of the California Standard Specifications.

All reinforcing steel shall be accurately placed as shown on the plans.

All reinforcement shall be cleaned of dirt, rust, grease, loose scale and any other substance that may prevent concrete bonding. All reinforcement shall be securely positioned and supported so as to maintain the proper position during placement of concrete.

- g.) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40 °F during the placing of concrete or within the following 24 hours, unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing shall be removed and replaced.

Monolithic curb, gutter and sidewalk or median curb and gutter may be placed with extrusion machinery. The machinery shall be approved by the Engineer prior to use.

The Contractor shall install bench mark monuments as shown on the plans. The City of Ukiah will furnish the bench mark monuments without cost to the Contractor.

If the plans do not call for sidewalk, side inlet catch basins shall be constructed with a 3-foot by 5-foot section unless otherwise indicated on the plans.

- h.) Finishing: After steel troweling, the concrete surfaces shall be given a fine hair broom finish. Brooming on sidewalk shall be transverse to the length of curb.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and as directed by the Engineer.

- i.) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 "Curing Concrete" of the California Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.

- j.) Tolerances: Dimensional tolerances for concrete work are listed below. Work done outside of these tolerances will be rejected by the Engineer.

Curb, gutter, sidewalk thickness: Up to 1/4-inch below specified thickness.

Flow line: Puddles shall not exceed 1/4-inch in depth, 6 inches in width or 10 feet in length. Grinding in excess of 1/2-inch and the use of epoxy fillers are not acceptable.

Sidewalk crossfall: Total crossfall on 5-foot sidewalks shall be within 1/2-inch of design.

Catch basins: The opening shall be a full 8 inches across the face of the catch basin with the top properly aligned within 3 inches of the base.

- k.) Payment: Curb and gutter, sidewalk, street sign posts, driveways and mowstrips shall be paid for under the various contract items and shall include full compensation for furnishing all labor, materials, including the cast-iron frames and grates, adjusting facilities within the sidewalk to grade, grading and adjustments at the back of walk, removal of existing facilities, tools and equipment, and for doing all work involved in their construction as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefore.

13-20. Traffic Stripes and Pavement Markings The Contractor shall install painted traffic stripes as shown on the plans and in accordance with these Special Provisions, and applicable portions of Section 84-1 "General" and Section 84-3 "Traffic Stripes and Pavement Markings" of the California Standard Specifications.

- a.) Materials: Paint and glass spheres shall conform to the following Caltrans Specifications:

Section 84-3.02, "Materials," of the California Standard Specification is amended to read:

Paint for traffic stripes and pavement markings shall conform to the following: Morton White #2675A5, Morton Yellow #2676A5 (3427 Resin) or approved equal. Thinning of paint will not be allowed.

Glass beads shall conform to State Specification No. 8010-21C-22 Type II.

Paint manufacturer shall provide the Engineer with a Certificate of Compliance in accordance with the provisions of Section 6-1.07, "Certificate of Compliance" of the California Standard Specifications. Said certificate shall certify that the paint complies with the specifications and that

paint manufactured to the same formulation and process has previously passed State of California testing.

- b.) Maintaining Traffic: Attention is directed to Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the California Standard Specifications and these Special Provisions.

All delineators used on the project shall conform to the requirements of the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Contractor will be responsible for the posting of "No Parking" signs for streets as needed to accomplish scheduled work.

- c.) Paint Traffic Stripes and Pavement Markings: This work shall consist of painting traffic stripes, pavement markings (arrows, legends, symbols, etc.), and applying glass spheres on asphalt concrete pavement at locations shown on the plans or designated by the Engineer in conformance with these Special Provisions.

Traffic stripes and pavement markings shall be painted on pavement surfaces by mechanical means with a surface application of glass spheres, except glass spheres shall not be applied to black paint.

All additional work necessary to establish satisfactory lines for stripes shall be performed by the Contractor at Contractor's expense, including correction of minor irregularities in the line established by the Engineer and spotting with cat tracks.

Cat tracking shall consist of placing spots of paint not more than 3 inches in width and not more than 5 feet apart along the line established by the Engineer. Paint for cat tracks shall be the same as that used for the traffic stripe for which it is placed. Dribble lines shall not be used.

Traffic stripes and pavement markings shall be applied only on dry surfaces and during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 40°F, or when freshly painted surfaces may become damaged by rain, fog or condensation, or when it can be anticipated that the atmospheric temperature will drop below 40°F during the drying period.

Surfaces which are to receive traffic stripes shall be dry and shall be cleaned of all dirt and loose material.

Paint may be heated to a maximum temperature of 125°F.

Traffic stripes shall be applied in two coats. Glass spheres shall be applied immediately after application of the second coat.

The completed pavement marking and stripe shall have clean and well-defined edges and its maximum deviation shall not exceed 1/4-inch in width of one inch in length from the dimensions shown on the plans. Drips, overspray, excessive tracking, or improper markings shall be immediately removed from the pavement surface by blast cleaning or methods approved by the Engineer at the Contractor's expense. Grinding will not be allowed.

Paint shall be applied to provide the following minimum thicknesses:

	Wet	Dry
1 st coat	0.009"	0.005"
2 nd coat	0.015"	0.008"

Application of the second coat may be delayed if, in the opinion of the Engineer, bleeding or other discoloration will adversely affect the finished product.

Glass spheres shall be applied at a rate of five to six pounds per gallon of paint.

- d.) Equipment and Operation: All of the equipment used in the application of traffic stripes shall produce stripes of uniform quality that conform to the specified requirements.

The striping machine shall be capable of operating at a speed of at least three miles per hour and it shall be thusly operated. Two colors of paint, including glass spheres where required, shall be applied in one pass of the striping machine.

Double stripes, consisting of two four-inch wide yellow stripes separated by a three-inch wide commercial quality black traffic paint shall be applied simultaneously.

The striping machine shall consist of a rubber-tired vehicle with a wheel base of at least 100 inches and it shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in true arcs. It shall be capable of applying traffic paints at the rate specified above and it shall be equipped with the following:

- A point or sighting device not less than five feet long and extending from the front thereof;
- A point or sighting device extending from the side of the machine to gauge the distance from centerline for shoulder stripes;
- Accurate gauges or dials to indicate the rates at which the paint and spheres are being applied;
- Positive acting cutoff device to prevent deposition of paint in gaps of dashed stripes;
- Shield or an adjustable air curtain for line control;
- Pressure regulators and gauges (if pneumatically operated) in full view of the operator at all times;
- Paint strainer in the paint supply line;
- Paint Storage tank with mechanical agitator operating continuously; and
- Attached glass sphere dispenser located approximately 18 inches behind, and controlled simultaneously with, the paint applicator nozzle.

The glass sphere dispenser shall be equipped with a gauge showing the rate of application of the glass spheres and it shall uniformly distribute the glass spheres upon the traffic paint. Spheres shall be imbedded in the coat of traffic paint to a depth of at least one-half their diameters.

Spray equipment shall be of a proper and adequate type for the work and shall include oil and water extractors, pressure regulators, and adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper size.

Where the traffic stripe is of such a nature, either due to configuration or location, as to render the striping machine unsuitable for use, traffic paint and glass spheres may be applied by other approved methods and equipment. The Engineer will determine if the striping machine is unsuitable for a particular use.

Upon completion of the project, the Engineer shall be furnished with the following information:

- The number of gallons of black, white and yellow paint used;
- Certificate of compliance regarding all materials used;
- Pounds of beads used.

e.) Measurement: Traffic stripes will be measured by the linear foot along the line of the traffic stripes, including gaps in broken traffic stripes. Double traffic stripes will be measured as one.

f.) Payment: The lump sum contract prices for the traffic stripes applied or removed shall include full compensation for furnishing all labor, materials (including paint and glass spheres), mixing paint, tools, equipment, posting "No Parking" as needed, and incidentals, and for doing all the work involved complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

13-21. Signal, Lighting and Electrical Systems All work shall meet the requirements of Section 86-1.02 "Regulations and Code" of the California Standard Specifications.

13-22. Maintaining Existing Systems The Contractor shall maintain existing signal and lighting systems in accordance with Section 86-1.05 "Maintaining Existing and Temporary Electrical Systems" and these Special Provisions.

Traffic signal system shutdowns shall be limited to periods between the hours of 9:00 a.m. and 3:00 p.m.

The Contractor shall place "Stop Ahead" and "Stop" sign to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. All signal faces shall be covered when the system is shut down overnight. Temporary "Stop Ahead" and "Stop" signs shall be either covered or removed. "Stop Ahead" and "Stop" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the California Standard Specifications except that the base material for the signs shall not be plywood.

One "Stop Ahead" sign and one "Stop" sign shall be placed for each direction of traffic. Location of the signs shall be as directed by the Engineer. Full compensation for furnishing, installing, maintaining and removing temporary "Stop Ahead" and "Stop" signs and for covering signs not in use shall be considered as included in the contract lump sum price paid for the signal item involved and no additional compensation will be allowed therefore.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**PROPOSAL FOR
LOW GAP TO DESPINA
200/600 Amp Loop Project
Specification No. 15-04**

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all conduit and accessories;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Project Manager;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefore the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail.

In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	MULTI- PLIED BY	QUANTITY	EQUALS	EXTENDED AMOUNT FOR ITEM (in figures)
1	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18" X 59" STREET TRENCH), for the price per linear foot of _____ _____ (\$_____)	x	815.00 LF	=	\$_____
2	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18" X 59" OFF-STREET TRENCH), for the price per linear foot of _____ _____ (\$_____)	x	1,818.00 LF	=	\$_____
3	REMOVE AND REPLACE ASPHALT CONCRETE (18" TRENCH) for the price per square foot of _____ _____ (\$_____)	x	2,040.00 SF	=	\$_____
4	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION, for the price per foot of _____ _____ (\$_____)	x	5,194.00 FT	=	\$_____
5	6" PVC SCH 40 CONDUIT INCLUDING INSTALLATION, for the price per foot of _____ _____ (\$_____)	x	204.00 FT	=	\$_____
6	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC CONDUIT, for the price per square foot of _____ _____ (\$_____)	x	36.00 SF		\$_____
7	EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX BAD, for the each price of _____ _____ (\$_____)	x	1.00 EA	=	\$_____

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	MULTI- PLIED BY	QUANTITY	EQUALS	EXTENDED AMOUNT FOR ITEM (in figures)
8	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE), for the each, price of _____ _____ _____ (\$_____)	x	3.00 EA	=	\$ _____
9	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL (CITY TO PROVIDE), for the each, price of _____ _____ _____ (\$_____)	x	6.00 EA	=	\$ _____
10	LANDSCAPE REMOVAL AND REPLACEMENT – CEMETARY PROPERTY & 660 CAPPs LN, for the lump sum price of _____ _____ _____ (\$_____)	x	1.00 LS	=	LUMP SUM PRICE \$ _____

TOTAL BID AMOUNT IN FIGURES→	
Total Bid amount in words: _____ _____ Dollars	\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids or to select the base bid plus any additive bid item or combination of additive bid items and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept.

We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____ ←SIGN HERE

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

Low Gap to Despina 200/600 Amp Loop Project

(Signature of Bidder)

Business Name and Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Name and Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and Business Name and Address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the State Government Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction site in an amount in excess of one-half of 1 percent of the total bid and (b) the portion of the work to be done by each subcontractor. *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.*

[illegible]

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on _____, 2015 for LOW GAP to DEPINA 200/600 AMP LOOP PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing LOW GAP TO DESPINA 200/600 AMP LOOP PROJECT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

**LOW GAP TO DESPINA
200/600 AMP LOOP PROJECT**

Specification No. 15-04

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and , hereinafter called the Contractor,

WITNESSED:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSED:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials (as described), superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Project Manager. The Contractor shall complete the work within forty-five (45) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that

the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Scales
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this ____ day of _____, 20 ____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this ____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor). Contractor is performing the work in Specification 15-04, LOW GAP to DESPINA 200/600 Amp Loop Project for the City of Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal,
was then _____ of said corporation; that I know his
signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested
to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

_____, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal,
was then _____ of said corporation; that I know his
signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested
to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

A. CONTRACTOR TO FURNISH AND/OR INSTALL:

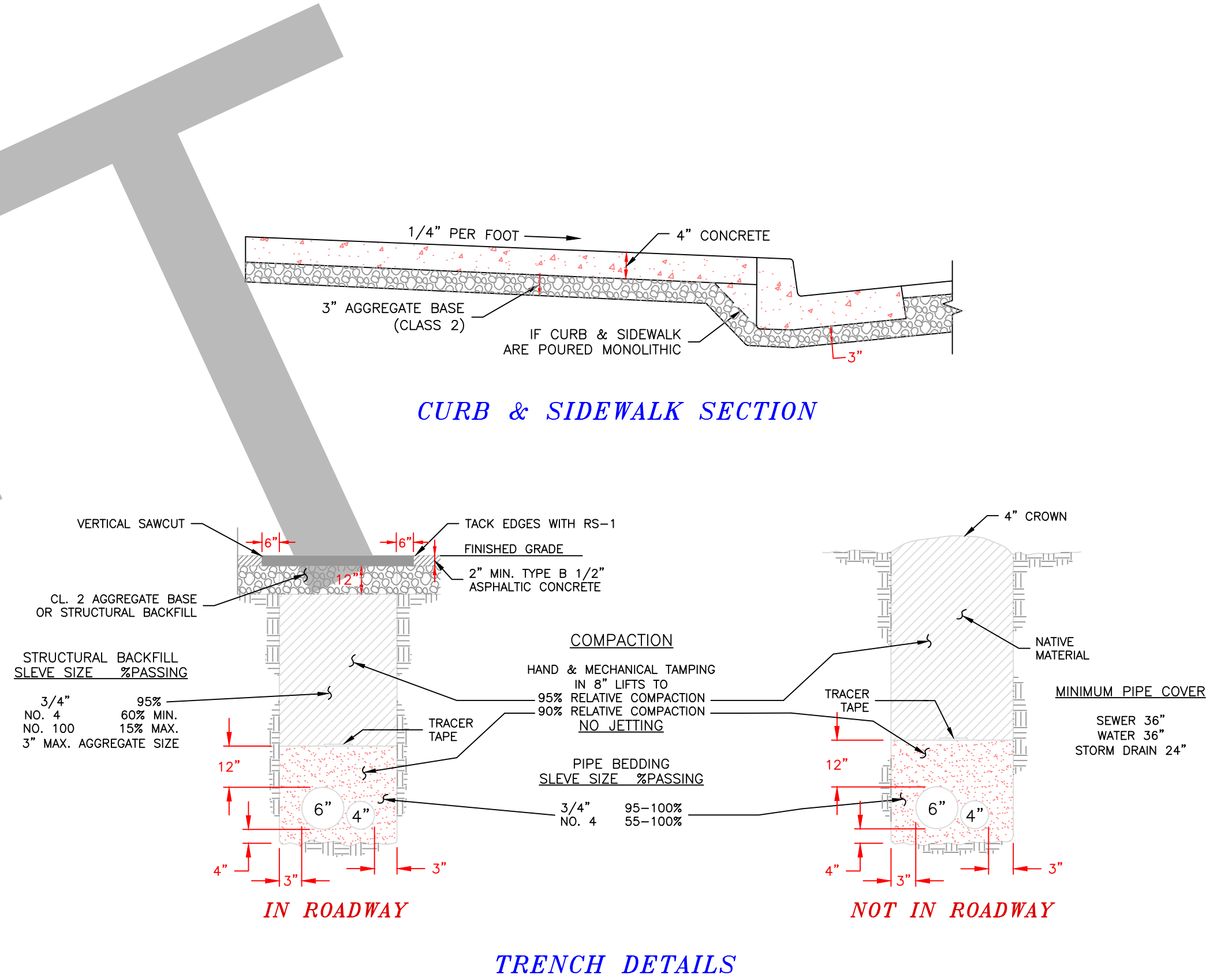
1. All primary trenching, backfill and compaction per City specifications.
2. All conduit. Conduit shall be 4" and 6" PVC, Schedule 40 (NEMA TC-2, gray in color). All 90 degree elbows to have a minimum 36" radius for 4" and minimum 48" radius for 6".
3. Remove and replace existing equipment, sidewalk and asphalt concrete as required to install conduit.
4. Prove (with duct checker) and install pull line (conduit pull tape to be a min. 2500 lbs tensile strength) in each conduit.
5. Exact grade and location for padmount switch box pad and pedestal.
6. Excavation, backfill and compaction for padmount switch box pad and pedestal, including installation of 12" to 18" of drain rock below pad. Hydro hammer is not to be used around substructures. Padmount switch box pad to be installed per City of Ukiah Specification 317 2426(4).
7. Primary pedestal (installation only). Primary pedestal to be installed per City of Ukiah Specification 922 5405 & 317 2431.
8. Padmount switch box pad (installation only). Padmount switch box pad to be installed per City of Ukiah Specification 922 5406 & 317 2426(4)
9. Grounding per Electical Construction Standard 314 1007 at each primary vault, primary junction box, primary switch and grounding per City of Ukiah specification 314 1008 at each transformer pad, primary pedestal enclosure and each location otherwise noted on plans. (city to provide ground conductor).
10. Transformer box pad (installation only) to be installed to City of Ukiah specification 922 5405. City to provide materials only.

B. CITY OF UKIAH TO FURNISH AND/OR INSTALL:

1. Primary cable, primary cable terminations and associated equipment. Primary cables to be 1/0 Al, EPR, jacketed, concentric neutral 15 kV cable.
2. Padmount switch box pad (Materials only).(QTY:3)
3. Padmount switches (Materials only).(QTY:3)
4. Primary Pedestals (Materials only).(QTY:6)
5. Transformer box pad (Materials only) (QTY:1)
6. Ground rod and 4/0 Str Bare Copper Wire approximatly 46' l.f. Contractor will install Ground Rod and 4/0 Str bare Copper conductor per CUEUD Specification # 314 1007-1, 314 1007-2 and 314 1008 (City to provide).

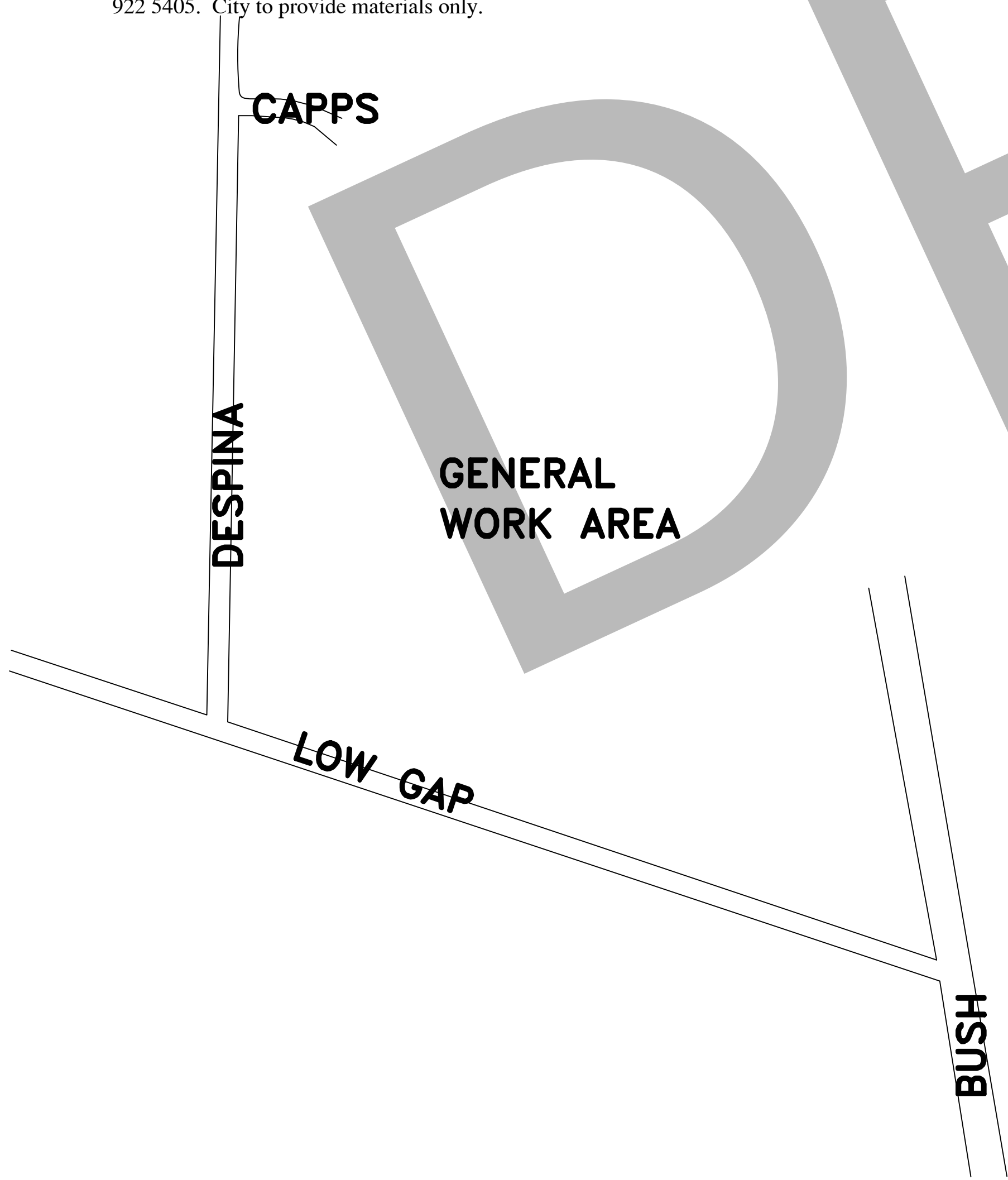
NOTES:

- a. All work shall be inspected by the CUEUD for proper installation prior to backfill of any excavation. You may call the CUEUD at (707) 467-5775 to schedule inspection. Inspections to be performed outside of COUED normal scheduled workday (Monday through Thursday 6 A.M to 4:30 P.M.) shall be requested 48 hours in advance. Developer shall pay all cost including overtime premiums associated with inspections outside of the normal work schedule.
- b. All conduit shall be proved with a Duct Checker of the appropriate size per conduit, in a manner acceptable to the CUEUD. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the CUEUD. All PVC couplings shall be long line couplings.
- c. Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities.
- d. Developer to be responsible for condition of all substructures (for example, trench settlement, damaged substructures, etc.) for one year after the date of acceptance.
- e. The contractor shall do no excavating until all utility agencies have been given the opportunity to mark their facilities in the field. Call USA NORTH 800-227-2600.
- f. Maximum deflection of a 20' section of conduit shall be 5" or less. Contractor shall use manufactured pre made bends.
- g. The Contractor is responsible for obtaining all necessary permits prior to commencement of any work at the site location. A Traffic Control Plan must be submitted and approved by the City of Ukiah Public Works Department for Low Gap, Bush and Despina. An Encroachment Permit must also be obtained from the City of Ukiah Public Works Department, prior to performing work in the public right of way.
- h. The Contractor shall shore all trenches 5' in depth or greater. Shoring shall be in accordance with the Construction Safety Orders of the Division of Occupational Safety and Health.
- i. The Contractor is responsible for repairing or replacing all damaged areas during construction to asphalt, concrete, curb, gutter, sidewalk, landscaping, etc. and restoring to original or better condition.
- j. All concrete shall be saw cut and removed along existing score lines.
- k. Standard interlocking conduit spacers that provide a separation of 2" (min) between conduit shall be spaced 5' apart (max) or where conduit transitions are made, where required.
- l. The CUEUD will assist the Contractor with the installation of all conduit into energized equipment (Vaults, Pads, or Boxes).
- m. Contractor shall notify all business and property owners within the construction zone of proposed work schedule at the start of the project. Contractor shall notify all business owners 48 hours in advance of any construction or disruption of traffic flow impacting the property and of any driveway closures.



TRENCH SPECIFICATIONS

1. CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.
2. COMPACTION: CONFORM TO SECTION 19-5, "COMPACTION" OF CALTRANS STANDARD SPECIFICATIONS, THESE PLANS, AND REQUIREMENTS OF THE CITY ENGINEER.
3. AGGREGATE SUBBASE: CLASS 3. CONFORM TO SECTION 25, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL, REUSE EXISTING SURFACING AND AGGREGATE BASE. CRUSH A.C. PAVEMENT FOR REUSE AS REQUIRED. IF EXISTING MATERIAL IS INSUFFICIENT IN QUALITY OR QUANTITY USE CLASS 2 AGGREGATE SUBBASE.
4. AGGREGATE BASE: CLASS 2, CONFORM TO SECTION 26, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.
5. ASPHALT CONCRETE: TYPE B. CONFORM TO SECTION 39, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
6. FOG SEAL COAT: CONFORM TO SECTION 37, "BITUMINOUS SEALS", OF CALTRANS STANDARD SPECIFICATIONS.
7. CONCRETE: CLASS B. CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
8. TRAFFIC STRIPES: CONFORM TO SECTION 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS", OF CALTRANS STANDARD SPECIFICATIONS.
9. ROCK RIPRAP: CONFORM TO SECTION 72, "SLOPE PROTECTION", OF CALTRANS STANDARD SPECIFICATIONS. USE NO. 2 BACKING. SECTION 86, "SIGNALS AND LIGHTING", OF CALTRANS STANDARD SPECIFICATIONS.



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ELECTRIC DEPARTMENT

REVISION

SCALE

#

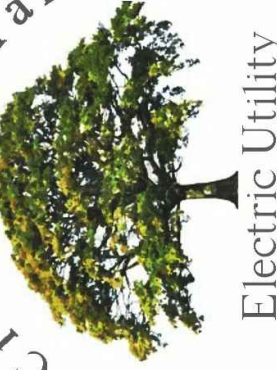
DRAWN BY

APPROVED BY

NONE

SBOZZOLI

NAME

City of Ukiah

Electric Utility

200/600 AMP
LOW GAP TO DESPINA
REINFORCEMENT
REINFORCEMENT LOOP

DATE

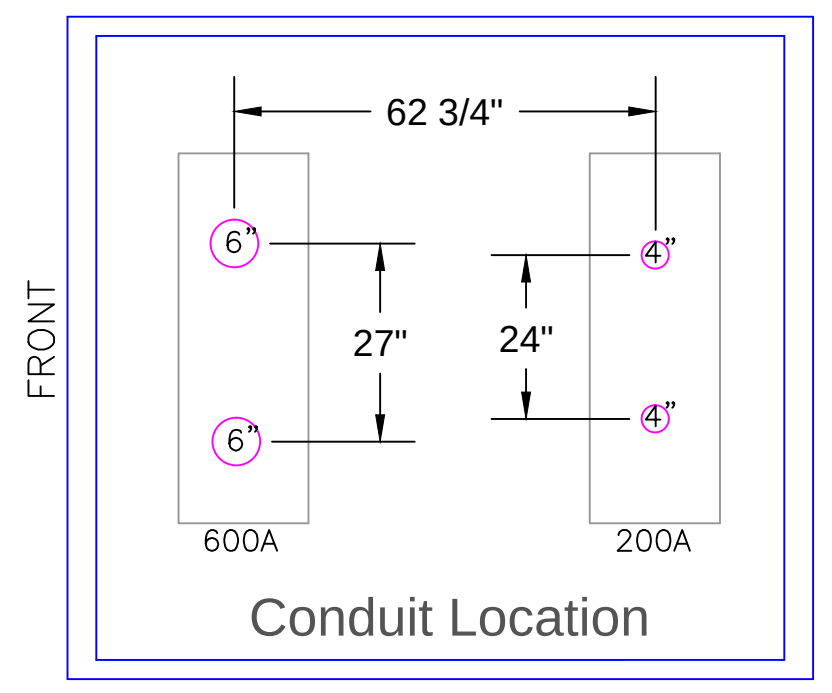
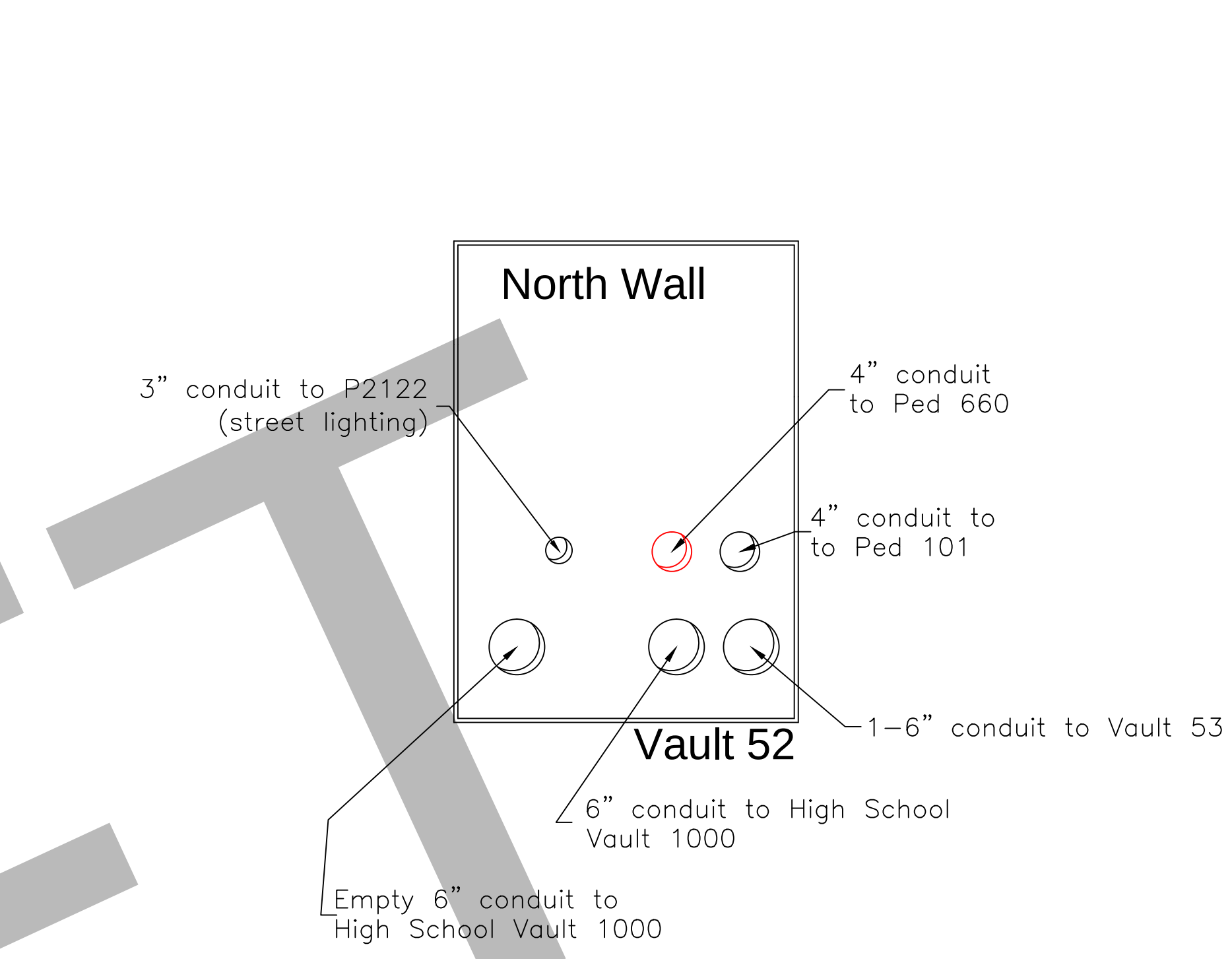
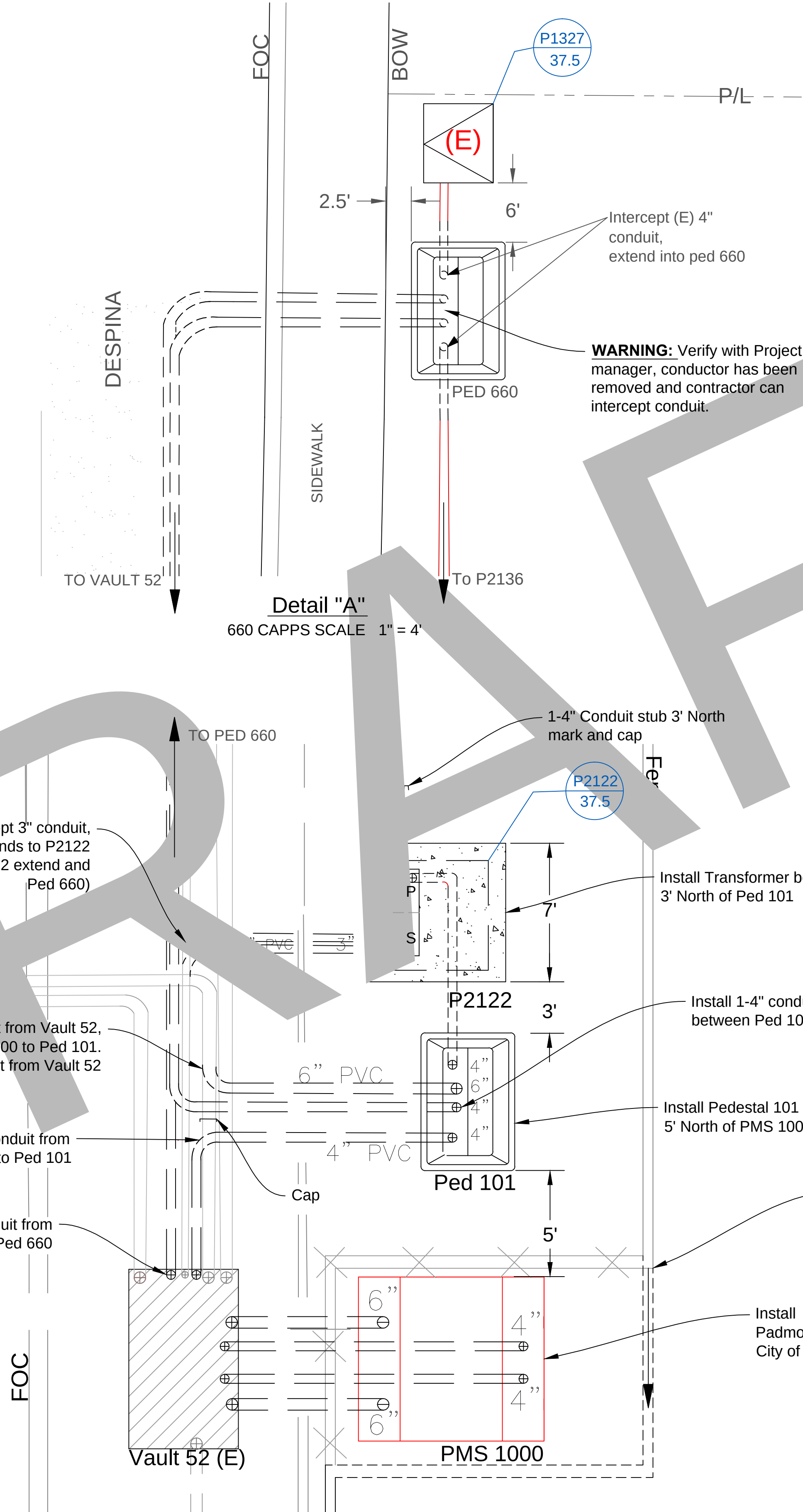
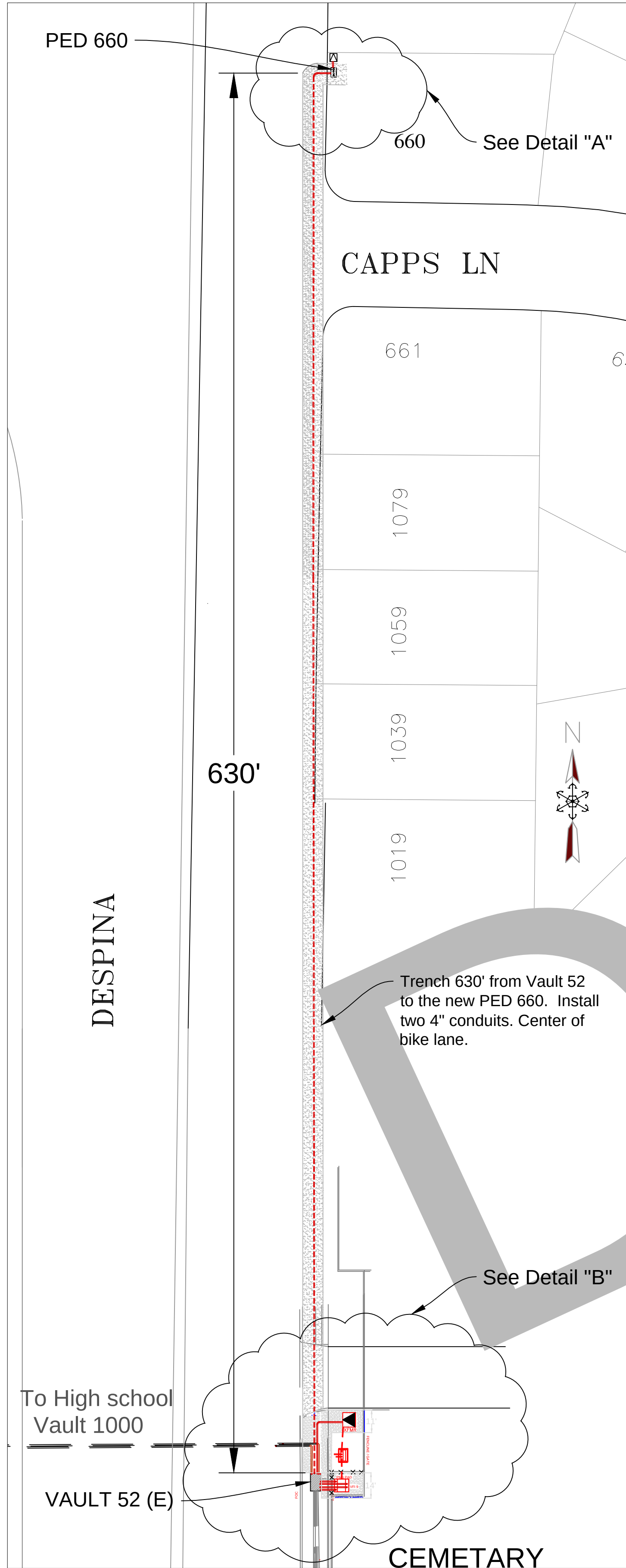
4/09/2015

PROJECT #

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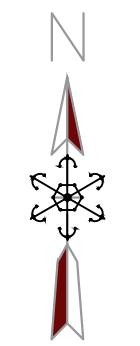
SHEET

1 of 4



Detail "B"
SCALE 1" = 4'

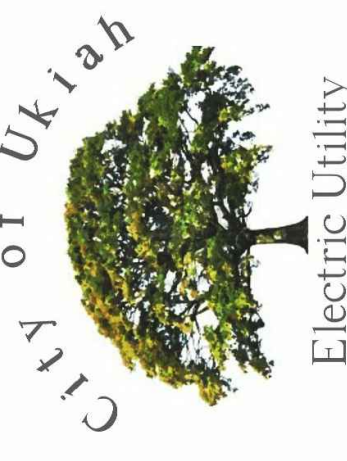
NOT TO SCALE
0 1 2



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ELECTRIC DEPARTMENT	REVISION	#	SCALE	NONE
	DRAWN BY	SBOZZOLI		
	APPROVED BY			NAME



City of Ukiah
Electric Utility

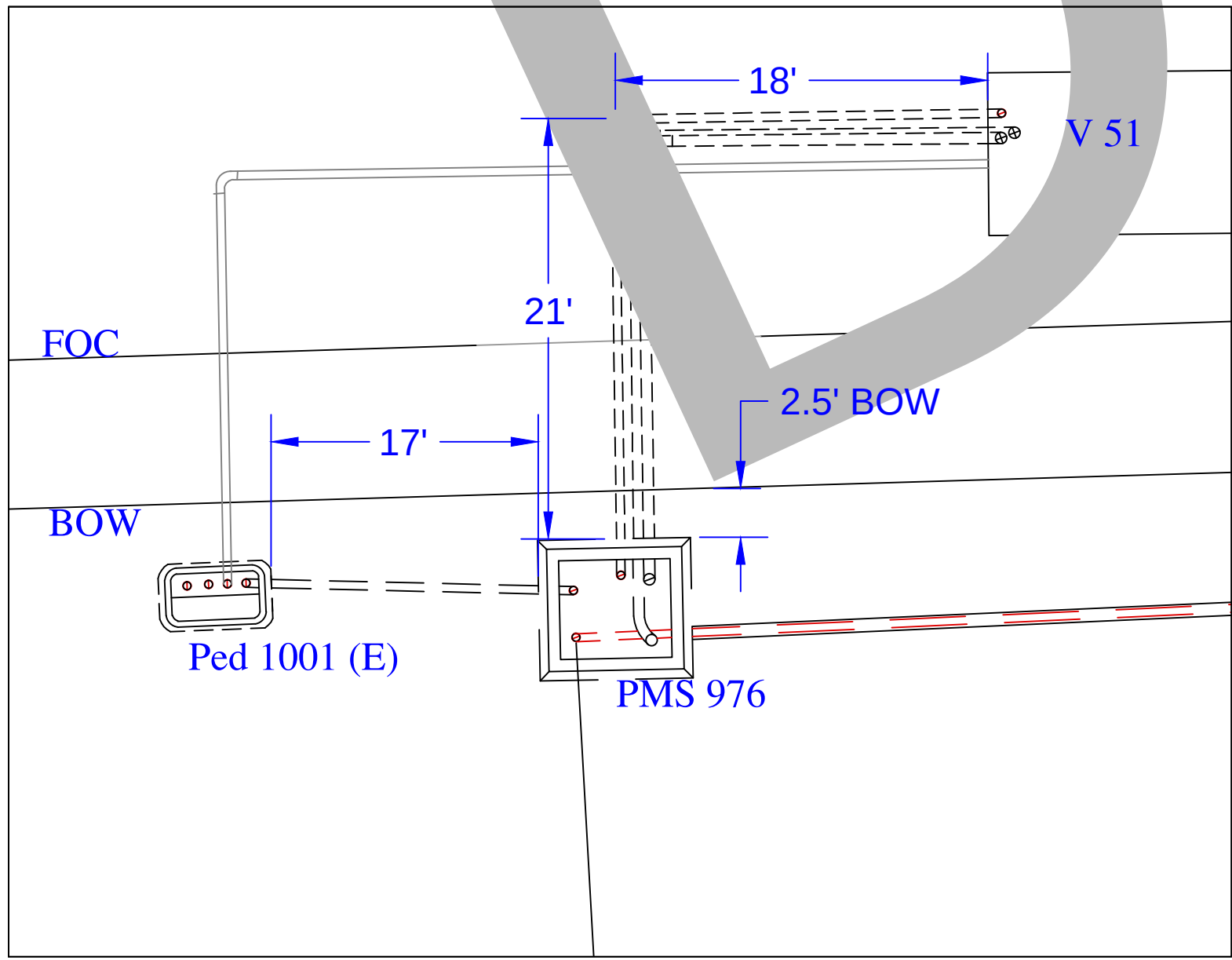
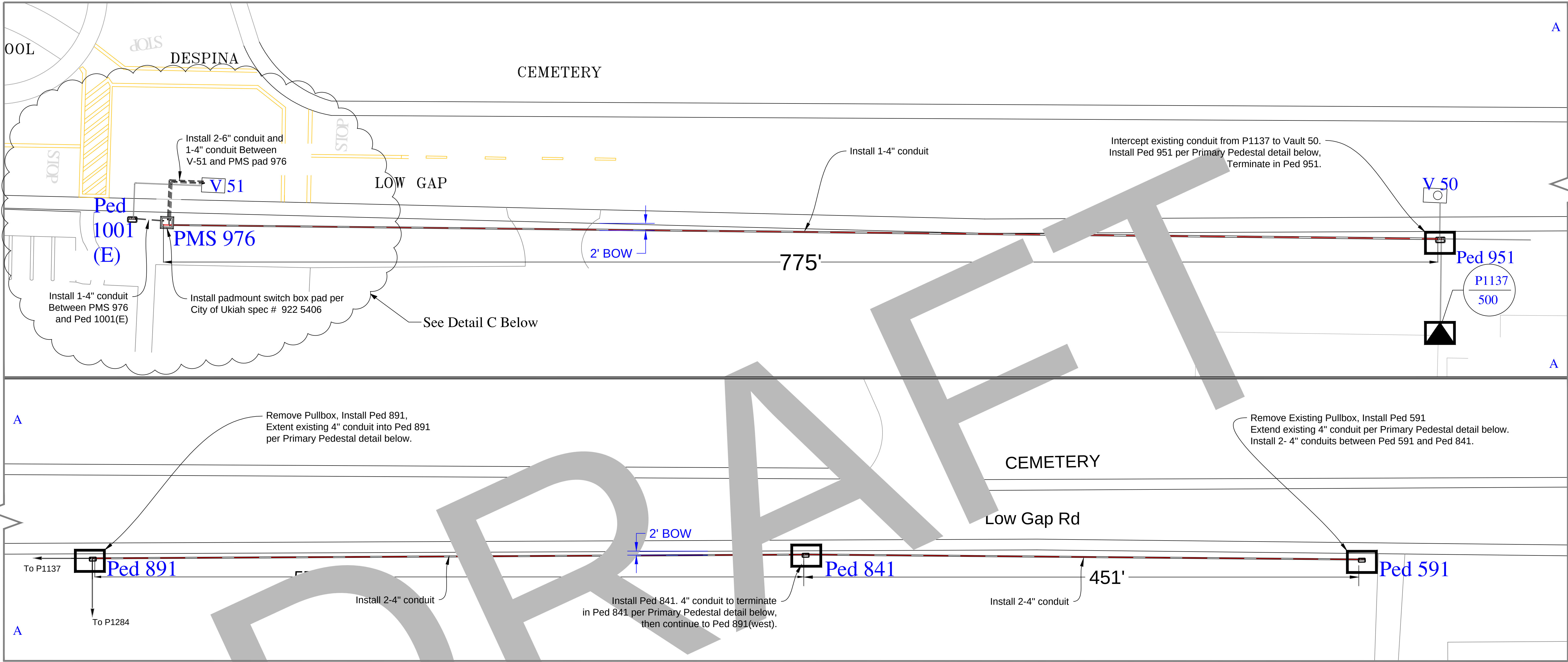
200/600 AMP
LOW GAP TO DESPINA
REINFORCEMENT

DESPINA/CEMETERY

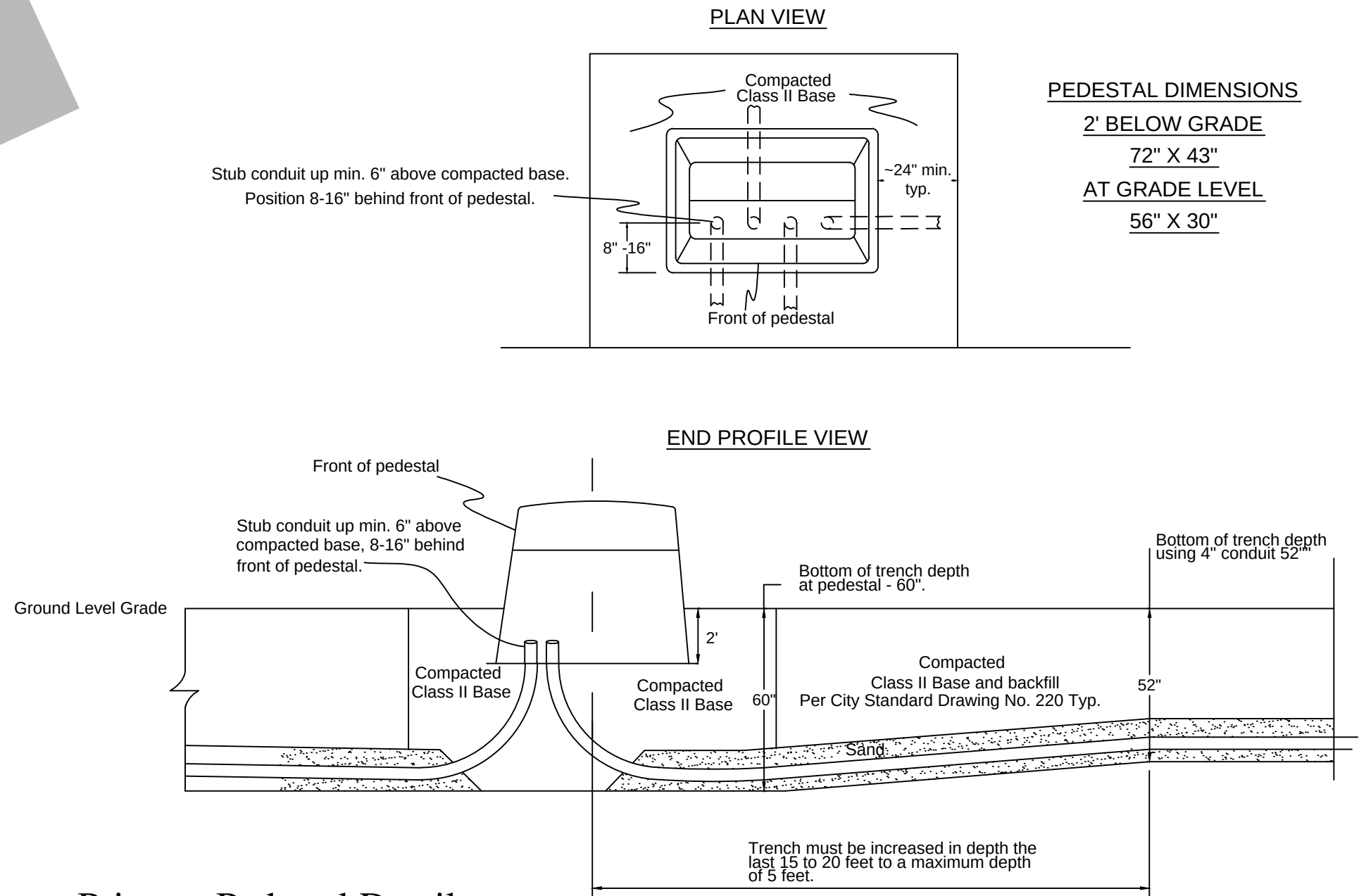
DATE
4/09/2015

PROJECT #
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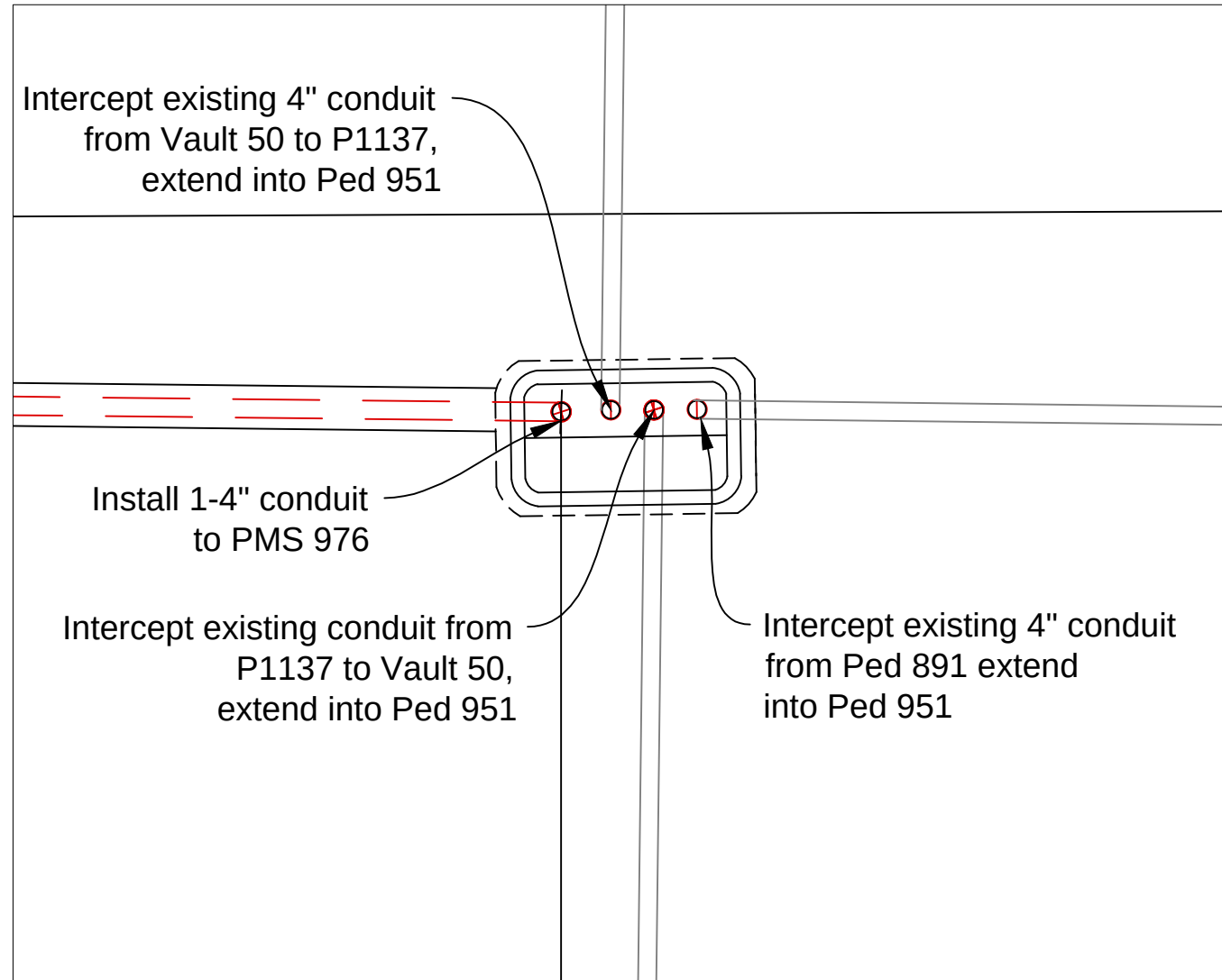
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2 of 4



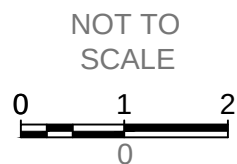
Detail "C" PMS 976 Location Detail
Scale 1" = 8'



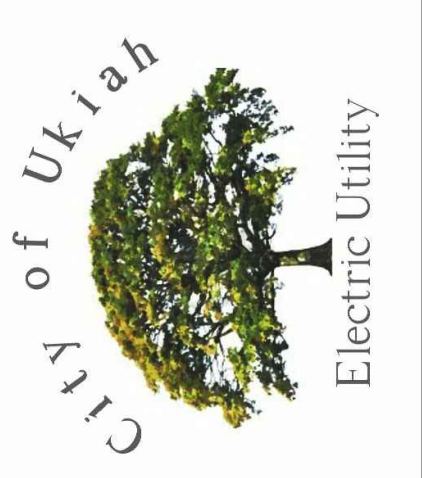
Primary Pedestal Detail



Ped 951 Location Detail
Scale 1" = 4'

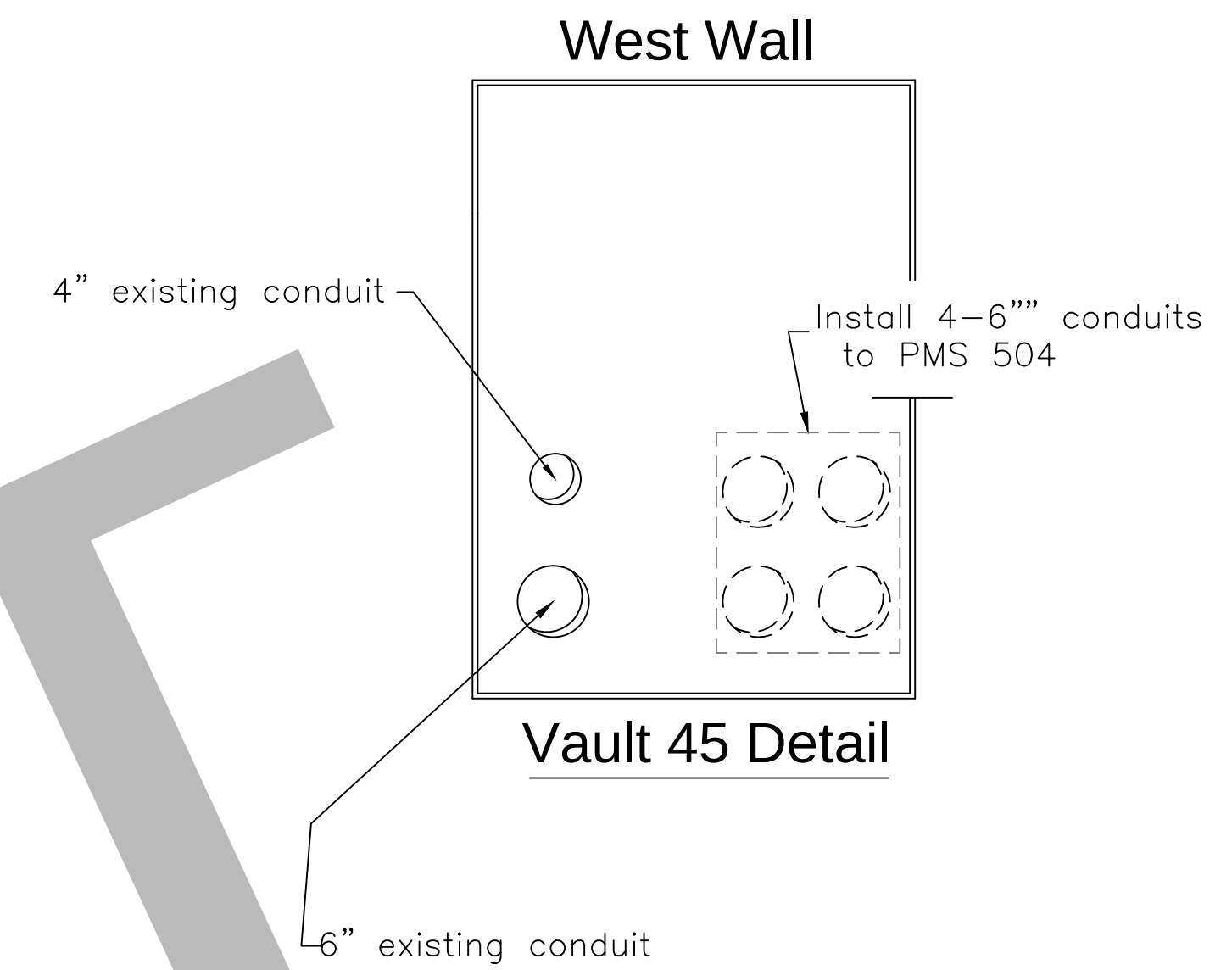
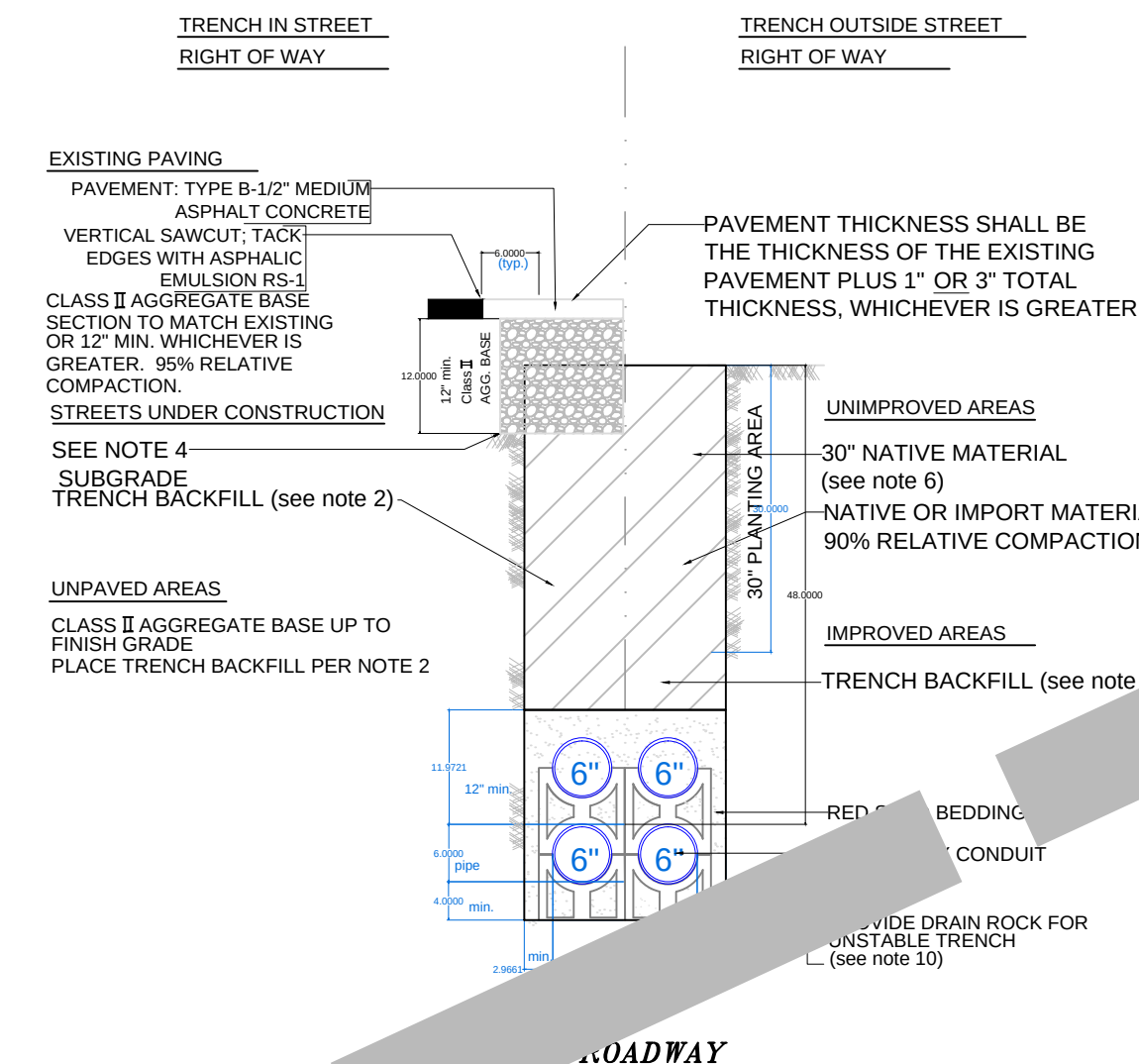
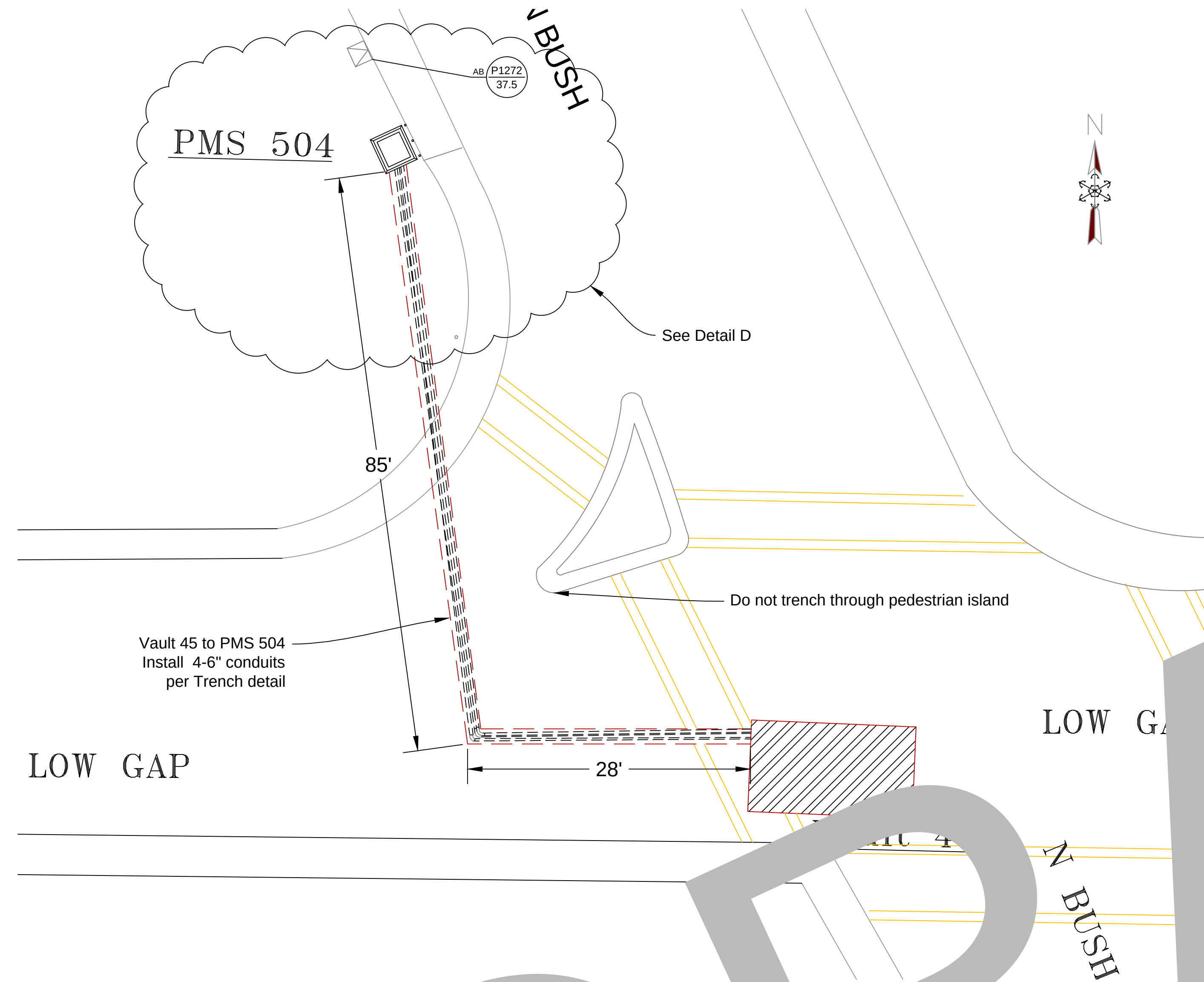


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REVISION	#	DRAWN BY	APPROVED BY	NAME	
		SBOZZOLI			



200/600 AMP LOW GAP TO DESPINA REINFORCEMENT LOW GAP	
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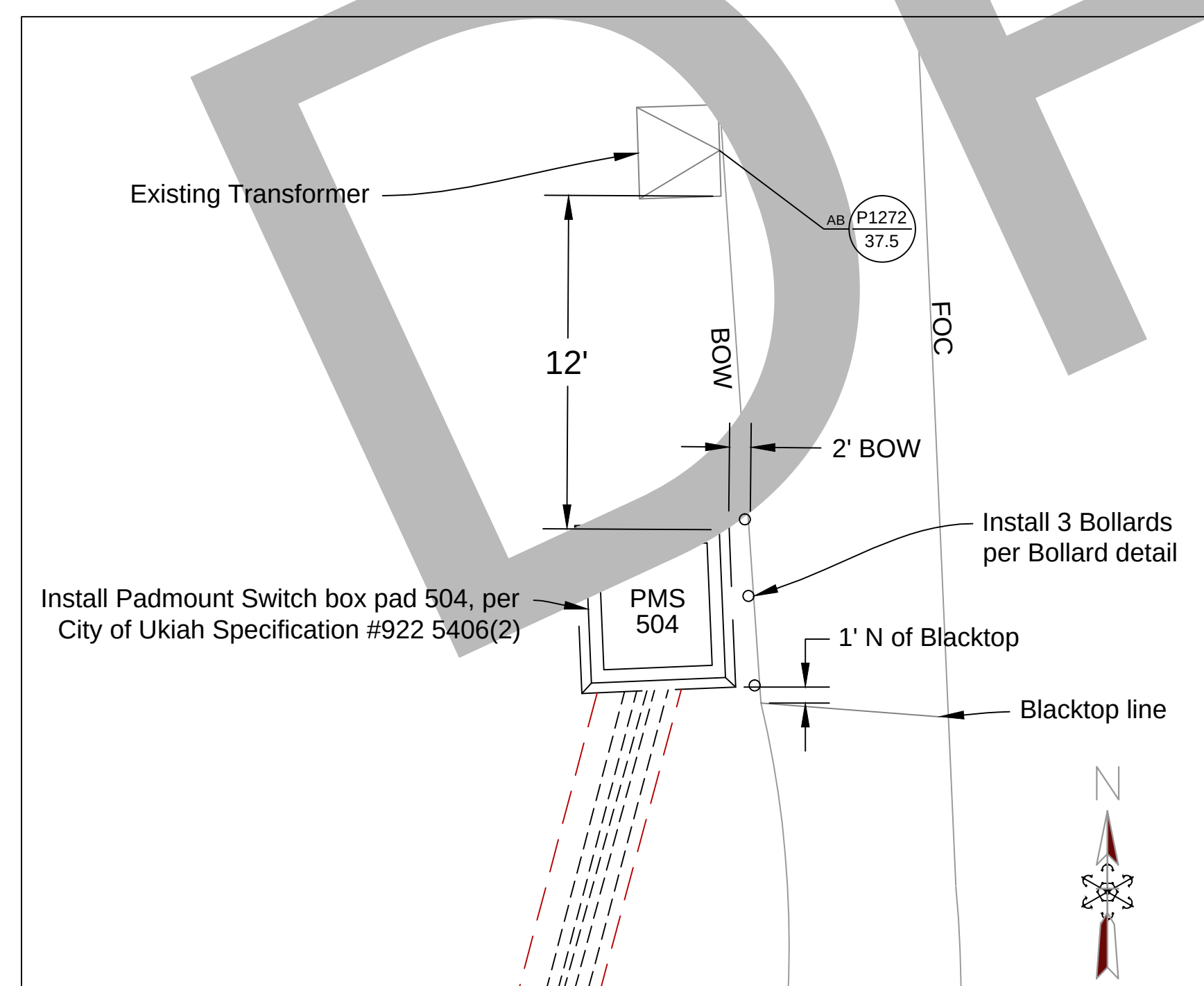
DATE	4/9/2015
PROJECT #	000
SHEET	3 of 4



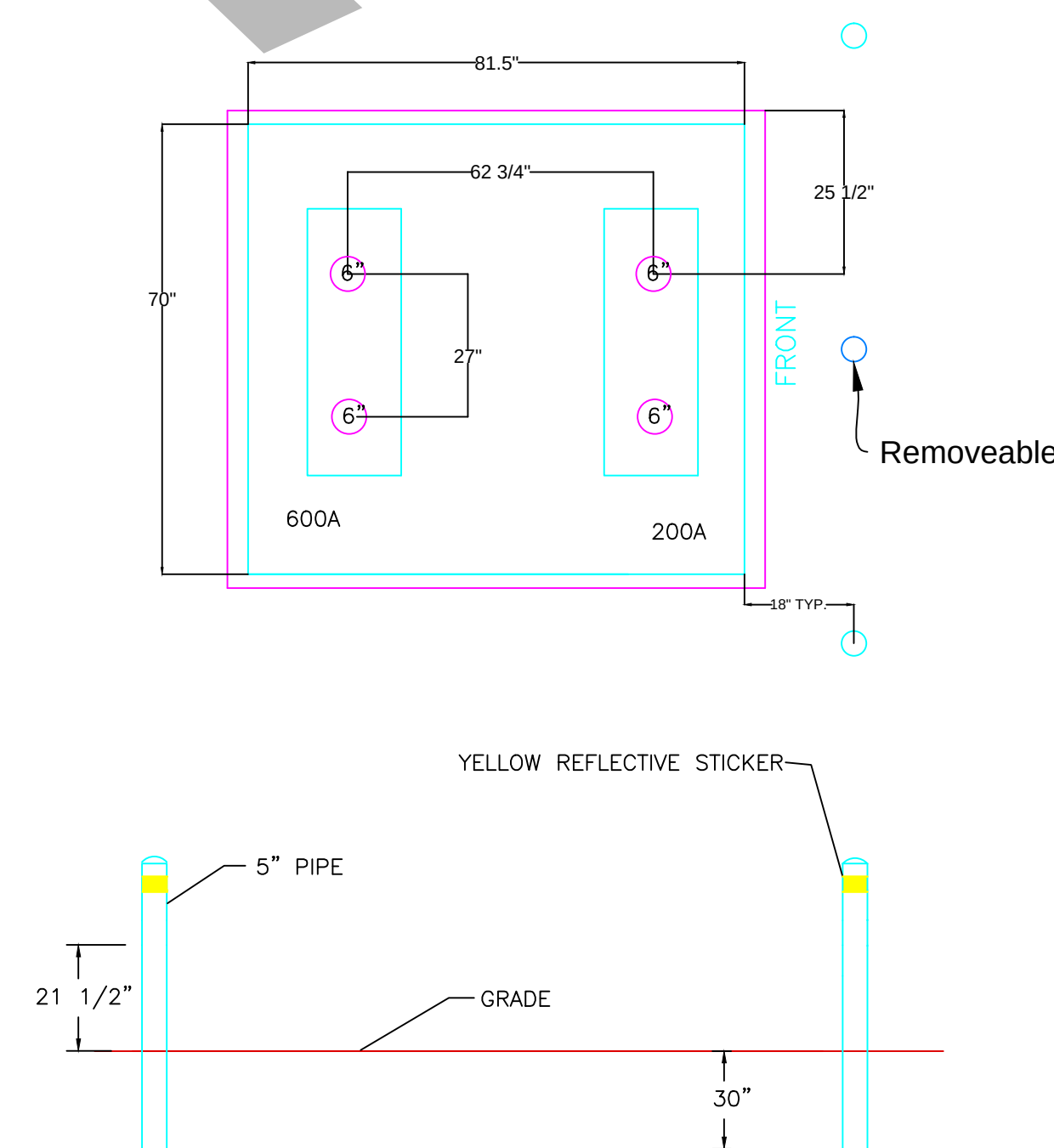
Trench Detail

Vault 45 to PMS 504
Install 4-6" conduits
per Trench detail

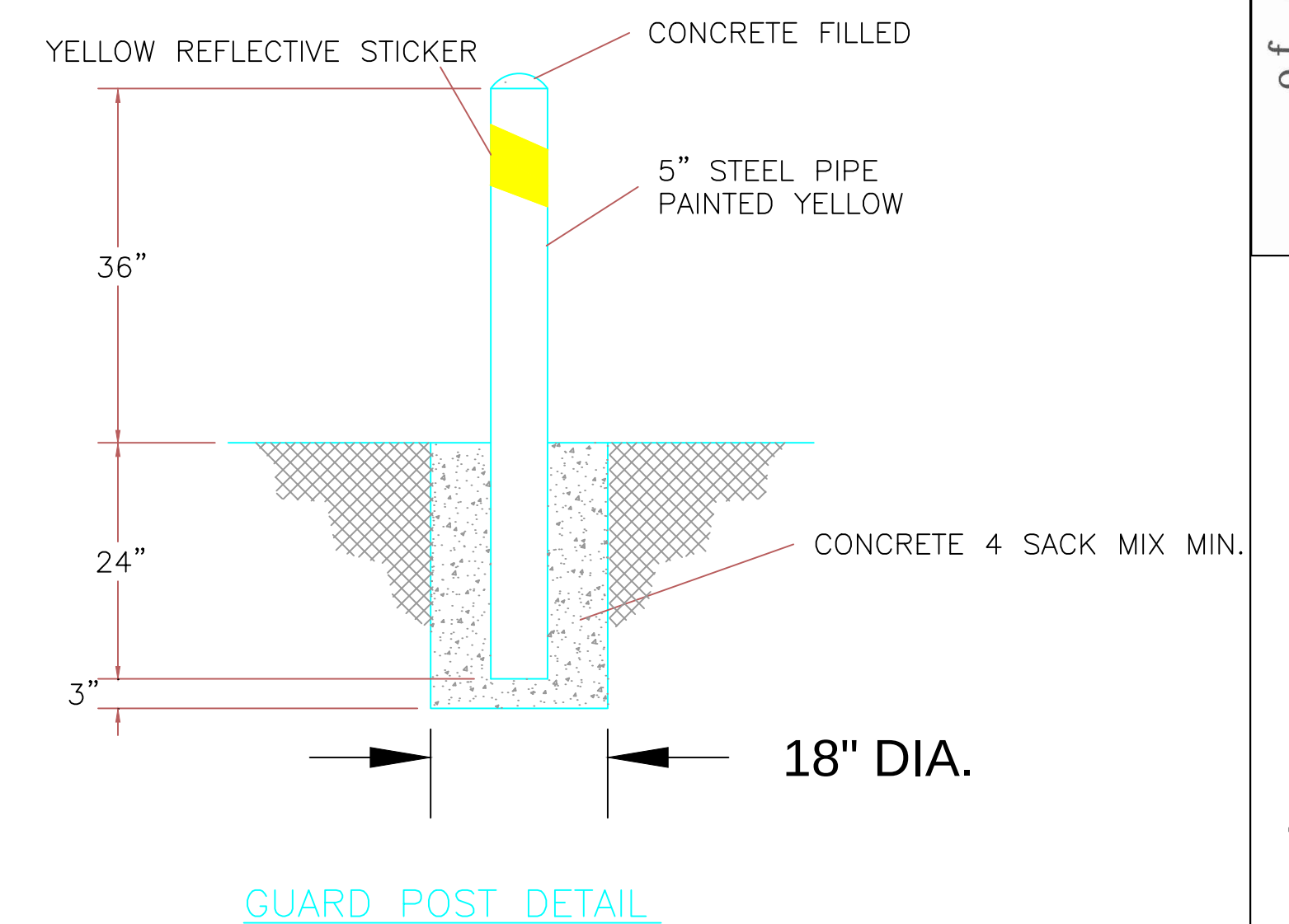
LOW GAP



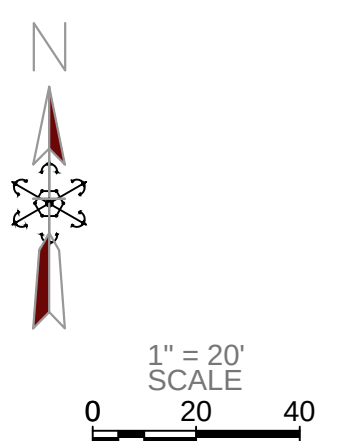
Detail "D" PMS 504



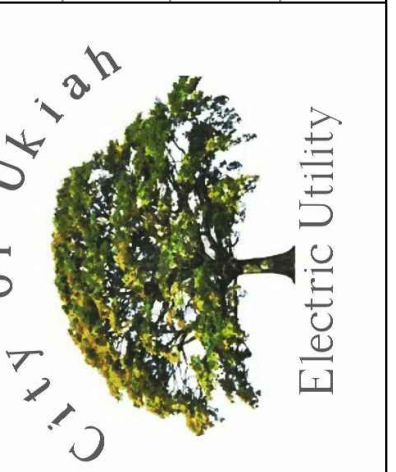
PMS 504 Conduit Location and Bollard Detail



GUARD POST DETAIL



ELECTRIC DEPARTMENT		SCALE		NONE	
REVISION	#	DRAWN BY	APPROVED BY	NAME	
		SBOZZOLI			



200/600 AMP
LOW GAP TO DESPINA
REINFORCEMENT
BUSH-LOW GAP

DATE	4/09/2015
PROJECT #	000
SHEET	4 of 4



ITEM NO.: 7h

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH REDWOOD EMPIRE OFFICIALS ASSOCIATION FOR OFFICIATING SERVICES FOR THE COMMUNITY SERVICES DEPARTMENT.

Summary: Staff is requesting authorization to proceed with a renewal contract for professional sports officiating with Redwood Empire Officials Association (REOA). The new contract provides for up to five one-year extensions upon mutual agreement of both the City and REOA.

Background: The Recreation Division manages officiating service contracts for a variety of sports leagues. Redwood Empire Officials Association (REOA) has provided officiating services for both the adult and co-ed softball programs under the expiring contract since 2009. REOA is the only local provider for this service and a contract with an out-of-the area group would result in increased costs to the programs.

Discussion: Staff is recommending approval of the contract with REOA, thereby securing their services for 2015 sports league season. Staff is also requesting authorization to enter into up to five one year extensions upon mutual agreement of both parties. Note: the previous contract did provide for scorekeeping services in addition to the primary officiating services. REOA and the City have agreed the scorekeeping services should be consolidated with the City's other onsite management/coordinating efforts that include registration, roster checks, and player fee collection conducted by part-time, seasonal Department staff. The modification will improve efficiency and level of services with no net budget change.

This contract expense is budgeted in the Recreation Adult Softball Fund and is offset by program revenues.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$49,000	Adult Softball	10022822-52100	Yes ☐ No ☒

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute a new contract with Redwood Empire Officials Association inclusive of future contract extensions up to five years.

ALTERNATIVES: Remand to staff with direction.

Citizens advised: N/A
Requested by: N/A
Prepared by: Jake Burgess, Sports Coordinator
Coordinated with: Mary Horger, Purchasing Supervisor and Sage Sangiacomo, Assistant City Manager
Presenters: Jake Burgess, Sports Coordinator
Attachments: Draft Contract with REOA

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager

AGREEMENT FOR PROFESSIONAL SPORTS OFFICIATING AND SCOREKEEPING SERVICES

THIS AGREEMENT entered in Ukiah, California on _____, 2015 ("Effective Date"), between the City of Ukiah, a general law city ("CITY") and the Redwood Empire Officials Association Ltd., a _____, ("CONTRACTOR"), collectively, "the parties."

RECITALS

1. CITY Community Services Department desires to contract with a qualified firm to provide trained officials and scorekeepers at softball, basketball, and volleyball games conducted by the CITY Community Services Department with the scope of services described on the attached Exhibit "A."
2. CONTRACTOR represents to CITY that it is an association of trained officials and scorekeepers qualified to officiate and keep score at adult softball, basketball, and volleyball games.

AGREEMENTS

In consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. **TERM**

The Term of this agreement is for a period of one (1) year commencing on the Effective Date. CITY and CONTRACTOR may, upon mutual agreement of the parties, extend this Agreement for up to five (5) additional one-year terms.

2. **SCOPE OF SERVICE**

The CONTRACTOR shall be required to provide the services described in Exhibit "A."

3. **ENTIRE AGREEMENT:**

Exhibit "A" – "Scope of Work Sport Officials and Scorekeepers" is incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control. This Agreement, including Exhibit A, constitutes the entire agreement between the parties.

4. **STANDARD OF PERFORMANCE**

Contractor agrees to provide a high standard of performance in the execution of all obligations and duties as herein provided. The City reserves the right through the office of the City Manager to instruct the CONTRACTOR as to the standard of performance when deemed necessary.

5. **COMPENSATION**

As compensation for all services of CONTRACTOR in performance of this Agreement, CITY shall pay CONTRACTOR as follows:

- | | |
|-------------------------------|------------------|
| 1. Slow Pitch Softball Umpire | \$25.50 per game |
| Fast Pitch Softball Umpire | \$35.50 per game |

2. Fee Adjustments:

- a. If games are canceled by the City of Ukiah with less than three hours notification to the CONTRACTOR for reasons other than inclement weather or an Act of God, then payment will be made in full for all games scheduled that day. If

notification is at least three hours prior to the scheduled start time of the first game, no payment will be made for canceled games.

- b. If a game is canceled by the game officials due to inclement weather, unsafe conditions, or Act of God, full payment will be made for that game. Subsequent games will be rescheduled by the CITY and will not be paid for until services are rendered for those games.
- c. If a game protest is upheld due to official's error, no game fee will be paid for the portion of the game that is replayed.
- d. If an official is more than 15 minutes late for an assigned game, the CITY will pay at a rate of 50% of the game fee.
- e. When there is only one umpire available for softball, the CITY will pay at a rate of \$40 for the game fee.
- f. All officials and scorekeepers must be named on the game score sheet for each game. Payments to the CONTRACTOR will be based on the score sheets.
- g. CITY agrees to work with the CONTRACTOR in partnership to recruit more officials and scorekeepers for the softball and volleyball programs. The CITY will assist with press releases to local media announcing recruitment for such officials and scorekeepers when directed by the CONTRACTOR. The CITY will also provide meeting room space at no cost for the CONTRACTOR to train officials and scorekeepers for use in accordance with this agreement.
- h. CITY agrees to strictly enforce the Play Code of Conduct Rules adopted by the CITY and described in Exhibit B.
- i. For purposes of this paragraph 2, notice shall be given by telephone or fax to the numbers stated in paragraph 8, or an alternate number designated by a party in a written notice to the other party. The notice shall be deemed given on the date and time when the call is placed.

6. **RELATIONSHIP OF PARTIES**

CONTRACTOR and its members, officers, agents and employees, in performing under this Agreement, are independent contractors and have control over the work and the manner in which it is performed. They are free to contract for similar services to be performed for other employers during the term of this Agreement. CONTRACTOR, its members, officers, agents and employees are not employees or agents of the CITY and not entitled to sick leave, vacation, health and welfare benefits, retirement benefits, worker's compensation, or any other leave or benefit for employees of the City.

7. **PAYMENT TO THE CONTRACTOR**

The CONTRACTOR shall submit an invoice to the City of Ukiah, Community Services Department, 411 West Clay, Ukiah, CA, 95482. Invoices should be submitted every two weeks during a league season for which services are scheduled in accordance with this agreement. Invoices submitted by Monday, 10am will be paid at the next scheduled check run. In the event that a submittal Monday falls on a City holiday, invoices shall be submitted by Tuesday, 9am. If a check run is not scheduled for a submittal week, the CONTRACTOR shall be notified and payment will be made at the first available check run.

Notwithstanding the above provisions of this paragraph 7, no payment will be issued to the CONTRACTOR before all invoices have been reviewed and approved for payment by the City of Ukiah Community Services Department.

8. **NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, it shall be deemed to have been given when personally delivered, or when deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CITY:
Sage Sangiacomo
Assistant City Manager
411 West Clay Street
Ukiah, CA 95482
(707) 463-6221
Fax (707) 463-6740

CONTRACTOR:
Kirk Mason
Redwood Empire Officials Association Ltd.
P.O. Box 867
Ukiah, CA 95482
(707) 459-3692
Cell (707) 489-9771

9. **MODIFICATION**

This agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this contract shall be made unless the City of Ukiah gives its prior written approval. The CONTRACTOR shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the City of Ukiah.

10. **ADDITIONAL SERVICES**

During the contractual period covered by this Agreement, CITY may request CONTRACTOR to provide services in addition to the services provided hereunder. CONTRACTOR may, at its option, agree to provide such additional services upon terms and conditions mutually agreed upon in writing by CITY and CONTRACTOR.

11. **CONTRACTING OFFICER REPRESENTATIVE**

The Contracting Officer's Representative (COR) provides routine communication and guidance to the contractor. The COR is also delegated authority to increase or decrease services in the scope of work of this agreement through the use of administrative change orders if such change does not increase the encumbrance or total contract funding of this agreement. The COR is not authorized to increase encumbrance or total contract funding, nor is the COR authorized to increase the scope of work.

The COR for this agreement is:

Jake Burgess
Sports Coordinator
411 West Clay
Ukiah, CA 95482
(707) 463-6714

12. **ADMINISTRATIVE CHANGE ORDER:**

A change order to the contract is a change which does not change the scope of work or intent of the contract as awarded by the original signature authority. Administrative change orders will be limited to minor changes in contract work assignments. Change orders which result in additional cost shall require the approval of the City Purchasing Agent or appropriate award authority as defined under City policy. Change orders which

do not result in additional contract cost can be authorized by the Contracting Officer Representative (COR).

13. **TERMINATION OF CONTRACT FOR DEFAULT**

If at any time, in the opinion of the City Manager, upon recommendation of the Community Services Department; 1) CONTRACTOR fails to conform to the requirements of this contract; 2) CONTRACTOR seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against CONTRACTOR which may interfere with the performance of the contract; or 4) CONTRACTOR has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect to refuse to provide means for a satisfactory compliance with the contract as directed by the City of Ukiah Community Services Department within fifteen (15) days from the time specified in such notice the City Manager in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any cost arising termination of this Agreement by City in accordance with this paragraph will be charged against the CONTRACTOR and his sureties, who will be liable thereof. In the event of such termination, all monies due the CONTRACTOR or retained under terms of the contract shall be forfeited to the City, but such forfeiture will not release the CONTRACTOR or his sureties from liability for failure to fulfill the contract.

14. **TERMINATION FOR CONVENIENCE**

- A. This Agreement may be terminated by either party by giving fifteen (15) days notice to the other in writing of its intent to terminate the Agreement.
- B. Upon such termination, CONTRACTOR shall submit to CITY an itemized statement of services performed to the date of termination.

15. **ASSIGNMENT AND SUBCONTRACTING**

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the prior written consent of the CITY, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the CITY has been obtained. No right under this contract, nor claim for money due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the CITY. In case the CONTRACTOR is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the CONTRACTOR upon notice from the CITY. The CONTRACTOR shall be fully responsible and accountable to the CITY for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the CITY.

The CONTRACTOR shall not, without the consent of the City, either:

- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original proposal;
- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the proposal; or
- 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the total proposal as to which the contractor's original proposal did not designate a subcontractor.

16. **INDEMNIFY AND HOLD HARMLESS AGREEMENT**

CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the CITY, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the CITY, but excluding liability due to the active negligence or willful misconduct of the CITY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages to compensation payable to or for CONTRACTOR or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

CONTRACTOR shall be liable to CITY for any loss of or damage to City property arising from contractor's negligence or willful misconduct.

As to events which occur during CONTRACTOR's performance of this Agreement, City shall hold CONTRACTOR harmless from and defend CONTRACTOR against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the negligent or willfully wrongful act or omission of City or its officers and employees, where the injury, death or damage is caused by the sole and active negligence or willful misconduct of City or City's employees.

17. **INSURANCE**

Without limiting CONTRACTOR's obligations arising under Paragraph 16, above, CONTRACTOR shall not begin work under this Contract until it procures and maintains for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 00 01 11 85.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability Coverages:

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The CONTRACTOR's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from CONTRACTOR's performance of the work, pursuant to this Agreement.

3. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII and who are admitted insurers in the State of California.

F. Verification of Coverage

CONTRACTOR shall furnish the City with certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before CONTRACTOR begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to CONTRACTOR that City has paid the premium.

G. Subcontractors

If CONTRACTOR uses subcontractors or subcontractors, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in this Paragraph 17.

18. SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

19. LEGAL REQUIREMENTS AND PERMITS

The CONTRACTOR agrees to fully comply with all local, City, State and Federal laws regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the CONTRACTOR to obtain any and all necessary licenses, permits and/or clearances.

20. WAIVER OF BREACH.

One or more waivers of a breach of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

21. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of each provision of this Agreement.

22. **LEGALITY**

If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. **DUPLICATE ORIGINALS**

This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

City of Ukiah

Redwood Empire Officials Association Ltd.

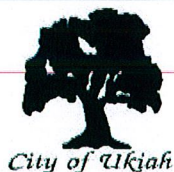
City Manager

Attest:

City Clerk

Approved As To Form:

City Attorney



ITEM NO.: 7i

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE PURCHASE OF SOFTWARE LICENSE RENEWAL FOR BOX, INC. IN THE AMOUNT OF \$23,400.

Summary: Box is a cloud based enterprise platform utilized by the City for the storage, sharing and managing of electronic data/information. This item is to authorize the software license renewal from Box, Inc. in the amount of \$23,400.

Background: In 2012 the City of Ukiah began using Box, Inc. for cloud based storage services. Box has since become an important resource platform utilized for data storage, sharing, and management. Box provides the City with unlimited data storage capacity. Box also provides collaborative workflow benefits as well as providing the ability to access all information from offsite and mobile sources. Box provides the ability for internal and external information storage, development and exchange for employees, vendors, and the public.

In addition, Box, Inc. is currently being fully utilized on the City of Ukiah website for information sharing including real time data updates. Furthermore Box has completely replaced the FTP site for the transfer and storage for large files to consultants, contractors (bid solicitations), and the public.

Statistics:

65 internal users

66 external registered collaborators (note: open linked information doesn't require registration)

2,884 logins year to date as of April 30, 2015 (logins do not time out)

351 active shared links

21,339 files viewed and/or downloaded year to date as of April 30, 2015

569 gigs of data representing 176,007 individual files/folders

Discussion: Box is a cloud based storage system for electronic data that provides a method for storage without having to pay for and maintain the infrastructure, security and backup for such storage. Furthermore, the data exchange/sharing and workflow benefits have proven to be valuable tools for the City.

Given that the cloud industry is evolving quickly, I.T. staff continues to evaluate the other emerging platforms. Box remains the best suited enterprise option for the City at this time and has been responsive to working with the City on identifying the implementation of integrated tools available through Box. The City is currently exploring options with Box for the emerging need for video file storage which is extremely data intense.

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the purchase of the software license renewal from/for Box in the amount of \$23,400.

ALTERNATIVES: Remand to staff with direction

Citizens advised: N/A

Requested by: Purchasing Department

Prepared by: Sage Sangiacomo, Assistant City Manager

Coordinated with: Mary Horger, Purchasing Supervisor and Scott Shaver, I.T. Coordinator

Presenters: Sage Sangiacomo, Assistant City Manager

Attachments: N/A

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: _____

Jane Chambers, City Manager

Staff recommends Council authorize the purchase of the software license renewal from/for Box in the amount of \$23,400.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY for this purchase	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$23,400	IT Software	10022900.54320	Yes ☐ No ☒



ITEM NO.: 13a

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: AWARD PROFESSIONAL SERVICES CONTRACT TO VAN LANT & FANKHANEL, LLP FOR AUDIT SERVICES.

Summary: Staff is requesting Council to award a five year agreement for audit services to Van Lant & Fankhanel, LLP in an amount not to exceed \$175,100.

Background: The City's current auditing contract with Davis Hammon & Co. has come to an end. On March 3, 2015, a Request for Proposal was issued for a new agreement. Davis Hammon & Co. chose not to participate. Proposals were received from four firms: Terry Krieg, CPA; Mann, Urrutia, Nelson; Van Lant & Fankhanel, and White Nelson Diehl Evans.

Discussion: Proposal responses were distributed to an evaluation committee and then scored. Costs were reviewed, interviews were conducted, and references were checked. As a result, staff recommends awarding the agreement to Van Lant & Fankhanel, LLP to perform the City's auditing services.

Van Lant & Fankhanel, LLP is a firm of Certified Public Accountants with offices located in Loma Linda, California. The two principals of the firm, who will be working directly with the City, have over 30 years of combined experience auditing cities and other government agencies throughout California, with a primary focus on government audit services.

The annual scope of services will include: Report of Financial Transactions to the State Controller, Street Report, Report of Financial Transactions, Qualifying Liability Premium Expenditures, and drafting of the basic financial statements for the Comprehensive Annual Financial Report (CAFR).

The not-to-exceed fees for these services are outlined below:

For Fiscal Year Ending June 30,				
2015	2016	2017	2018	2019
\$34,700	\$34,700	\$34,700	\$35,500	\$35,500
Total Contract Amount:				\$175,100

The annual fee for Davis Hammon was \$36,660. With the end of the year rapidly approaching, upon approval, work will be immediately scheduled following execution of the agreements.

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate a 5-year contract with Van Lant & Fankhanel, LLP for auditing services, with the option of two two-year extensions.

ALTERNATIVES: Do not authorize contract, and provide further direction to staff.

Citizens advised: N/A
Requested by: Karen Scalabrini, Finance Director
Prepared by: Mary Horger, Purchasing Supervisor
Coordinated with: Jane Chambers, City Manager
Presenters: Karen Scalabrini, Finance Director
Attachments: N/A

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager

In summary, staff is recommending award of a five year professional services contract to Van Lant & Fankhanel, LLP in an amount not to exceed \$175,100. Staff is also seeking approval to allow for two two-year extensions, if staff finds appropriate, and with available Council approved budgeted funds for this purpose.

FISCAL IMPACT:			
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$34,700	Finance – Contractual Services	10013400.52100	Yes ☐ No ☒



ITEM NO.: 13b

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE STATUS REPORT ON GRACE HUDSON NATURE EDUCATION FACILITIES GRANT PROJECT AND INTRODUCE ORDINANCE, BY TITLE ONLY, AMENDING SECTION 1965 IN DIVISION 1, CHAPTER 12 OF THE UKIAH CITY CODE ENTITLED "PARKS AND RECREATION FACILITIES" TO INCLUDE THE GRACE HUDSON CULTURAL CENTER

Summary: Staff will provide the City Council with a status report on the Grace Hudson Nature Education Facilities Grant Project and recommend the introduction of an ordinance, by title only, amending the Ukiah City Code to include the Grace Hudson Cultural Center.

Background: The City is currently facilitating the design and construction of the Grace Hudson Nature Education Facility (the Grace Hudson Cultural Center – GHCC) funded by the state's Proposition 84 Nature Education grant program. The major components of the grant project include fencing the park area to secure it and make it an extension of the museum facility, installing outdoor exhibits focusing on educating museum-goers about native plants and animals and Pomo Indian management and use of these species, along with modeling and teaching about contemporary sustainability practices. The GHCC Project is being coordinated in tandem with the Cleveland Lane Stormwater Treatment Wetland project, named the Ts'iwish Wetland. This treatment wetland is located on Museum property at the east edge of the NEF project and is funded through a special infrastructure project reserve fund. A site plan is included as Attachment #1.

Discussion:

Project Status Report

The GHCC project is reaching the end of the design stage and is now approaching the construction and installation stage. Staff will provide a verbal report to the City Council during the meeting. The list below includes an outline for the discussion.

Finishing Design Work and Coordination Items (Ongoing)

- Local educators, Master Gardeners, Native consultants, Environmental Specialists
- Continued design toward specific exhibit deliverables
- Coordination with neighboring City projects; Clay Street, Rail Trail, Senior Housing

Continued on Page 2

RECOMMENDED ACTION(S): 1.) Receive status report; and 2.) Introduce by title only the Ordinance amending Section 1965 of the City Code changing the title of Carpenter Park as the Grace Hudson Cultural Center.

ALTERNATIVES: Remand to staff with direction.

Citizens advised: n/a
Requested by: n/a
Prepared by: Sherrie Smith-Ferri, Museum Director, Katie Marsolan, Project Analyst
Coordinated with: Sage Sangiacomo, Assistant City Manager
Presenters: Sherrie Smith-Ferri, Museum Director, Katie Marsolan, Project Analyst
Attachments: 1. Site Plan: 3pages; GHCC 3D view, GHCC NEF Project, GHCC Parking & Wetland
2. Proposed Ordinance

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: _____

Jane Chambers, City Manager

- Advisory Committee with Guild & Endowment
- Additional Development Opportunities

Construction of site work and infrastructure items (Summer/Fall 2015)

- The major project elements are currently out-to-bid
- Construction will occur while the Museum is operating
- Take advantage of the dry season to complete site work and grading
- City Council to award Construction Administration contract
- Pending grant application for Habitat Conservation Fund Grant

Exhibit Installations and plant establishment (Spring/Summer/Fall 2016)

- Request for Proposals/Qualifications from artists and exhibit fabricators
- Partnerships with Mendocino College Horticultural Program & Sustainable Building Dept.
- Sourcing other local materials

Park Ordinance

Staff is recommending that the City Council update the Ukiah City Code section on Park and Recreation Facilities. The proposed ordinance is included as Attachment #2 and will replace the current title "Carpenter Park," with title Grace Hudson Cultural Center. Additionally, the ordinance calls for the hours of operation for the GHCC to be consistent with the hours for the Grace Hudson Museum. The ordinance is to be introduced by title only. The ordinance will return to the City Council for adoption on May 20.

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$750,000*	Museum Grant Contract Serv	31022700.52100	Yes ☐ No ☒
\$168,000*	Cleveland Lane Special Project Reserve Fund	25024210.80230	Yes ☐ No ☒
*Fiscal impact not applicable as it relates to this report			



ANN BAKER
LANDSCAPE ARCHITECTURE
1016 McNear Ave.
Petaluma, CA 94952
tel 510.938.2557

CONSULTANT

PGA design

LANDSCAPE ARCHITECTS
444 17th Street
Oakland, CA 94612
tel 510.465.1284
fax 510.465.1256
pgadesign.com

CITY OF UTAH



STAMP



GRACE HUDSON NATURE EDUCATION
PROJECT

PROGRESS PRINT
DATE PLOTTED
NOT FOR CONSTRUCTION

Grace Hudson Museum
431 S Main Street
Ukiah, California

NO.	DATE	DESCRIPTION
1	10/30/14	DRB SUBMISSION
2	12/19/14	90% CD SUBMISSION
3	2/19/15	100% CD SUBMISSION

3D VIEW OF THE
SITE

2/19/15

AS, KK, KF KK, AS

L6.00

CONCLUSIONS

LANDSCAPE ARCHITECTS
444 17th Street
Oakland CA 94612
tel 510.465.1284
fax 510.465.1256
oeadesign.com

CITY OF LUNenburg



Standard



GRACE HUDSON NATURE EDUCATION

Grace Hudson Museum

431 S Main Street
Urbic, California

SITE PLAN &
GENERAL PROJECT
NOTES 1

1001

100	100
100	100

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTIONS 1965 AND 1966 IN DIVISION 1, CHAPTER 12 OF THE UKIAH CITY CODE, ENTITLED "PARKS AND RECREATION FACILITIES"**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION 1

Section 1965 in Division 1, Chapter 12 of the Ukiah City Code is hereby amended to read as follows.

§1965 FACILITIES

The following described parcels of land are parks and recreation facilities of the city and shall be known by the names indicated:

- A. Todd Grove Municipal Park: Bounded by Walnut, Live Oak Avenue, and Park Boulevard;
- B. Giorno Park: Situated next to Anton Stadium and lying between Giorno Avenue and Park Boulevard;
- C. Grace Hudson Cultural Center: Bounded by Clay Street and Main Street. The Grace Hudson Cultural Center shall be open to the public, when the Grace Hudson Museum is open to the public as determined by the Community Services Director. Notice of those hours shall be posted in conspicuous locations at the Museum and at the perimeter of the park. Other rules and regulations in addition to or different from those prescribed in this Chapter shall also apply, if such rules are adopted by resolution of the City Council;
- D. McGarvey Park: Bounded by Stephenson, Bush, Dora, and Clay Streets;
- E. Oak Manor Park: Bounded by Oak Manor Drive, Gobbi, and Gibson Streets;
- F. Seminary Avenue: Bounded by Oak and State Streets;
- G. Vinewood Park: Situated between Elm and Pine Streets;
- H. Municipal golf course: Situated along Live Oak Avenue and Park Boulevard;
- I. Gardner Pocket Park: Situated within parking lot A;
- J. Alex R. Thomas, Jr., Plaza: Bounded by State, School, and Clay Streets;
- K. Observatory Park: Situated between Observatory Avenue and Luce Avenue;
- L. Orchard Park: Bounded by Orchard Avenue and Cindee Drive;
- M. Riverside Park: Situated at the east end of Gobbi Street and bordered on the east by the Russian River;
- N. City View Trail: Situated on the city owned property above the Ukiah municipal golf course in the lower western hills. The 1.5 mile looped trail begins and ends at a point in Low Gap Regional Park;

- O. Ukiah skatepark on a portion of the city owned property known as Mendocino County assessor's parcel number 001-020-09 adjoining the county regional park on Low Gap Road, which is improved with a skatepark.
- P. Wetlands Park on Lot 3 as depicted and described in the _____ map on file with the Mendocino County Recorder at _____. The Wetlands Park shall not be subject to Ukiah City Code Sections 1966 and shall remain in its natural condition, until a management plan is adopted by the City Council. Other rules and regulations than those prescribed in this Chapter shall also apply, if such rules are adopted by resolution of the City Council.

Section 1966 in Division 1, Chapter 12 of the Ukiah City Code is hereby amended to read as follows:

§1966 HOURS OF USE

Except as otherwise expressly provide in this Code, City parks and outdoor recreational facilities shall be open to the public every day of the year from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M., except for unusual or unforeseen conditions deemed emergencies by the City Manager or the Director of Community Services. It shall be unlawful for any person to enter, loiter or remain in or on any City Park facility between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. or at any other time when a City park is not open to the public as provided in other provisions of this Code, except where the Director of Community Services shall have posted additional extended hours or where a group or individuals are participating in programs under a permit issued by the Community Services Department.

SECTION 2

Nothing in this Article shall limit or preclude the enforcement of other applicable laws.

SECTION 3

This Ordinance shall become effective 30 days after its adoption and shall be published as required by law.

Introduced by title only on May 6, 2015 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Adopted on _____, 2015, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 13d

MEETING DATE: May 6, 2015

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE RIGHTS OF WAY FOR PUBLIC STREETS AND EASEMENTS FOR PUBLIC UTILITIES RELATED TO THE DEVELOPMENT OF THE PROPOSED COURTHOUSE AND BUILD-OUT OF THE "DEPOT SITE"

Summary: As one of the necessary steps in the development of the proposed new Ukiah courthouse and eventual build-out of the Perkins Street Depot Site, the City of Ukiah must accept from NCRA the rights of way for public streets and easements for public utilities. This will provide the State and other developers with the legal access they need to access their future property for construction. Rau and Associates, local engineering firm, has created the plat map that demonstrates where these easements are located. Acceptance of these easements will be contingent on action by NCRA and must be formalized with a resolution.

Background: Over the last several months, City Staff, North Coast Railroad Authority (NCRA), and the Judicial Council of California (JCC) have been working toward the acquisition of the "Depot Site" for the proposed new Ukiah courthouse. To facilitate that development, the Council has authorized engineering work by Rau & Associates related to the planning and construction of the public utilities and streets that will be extended into the property. The costs for that work will be reimbursed by NCRA after the JCC formally acquires the site, which is currently owned by NCRA.

The JCC is scheduled to take a full proposal for acquisition of the "Depot Site" to the State Public Works Board in July.

Discussion: As one of the necessary steps in the development of the proposed new Ukiah courthouse, the City of Ukiah must accept from NCRA the rights of way for public streets and easements for public utilities. Once the easements are accepted by the City, the public has the right to use them; this also provides the courts with access to the property. The City would assume maintenance responsibility for

Continued on Page 2

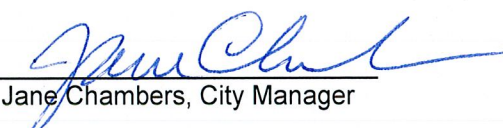
RECOMMENDED ACTION(S): Adopt the attached resolution (Attachment #2) authorizing the City Manager to accept the rights of way for public streets and easements for public utilities related to the development of the proposed courthouse and future build-out of the "Depot Site."

ALTERNATIVES: Discuss and provide alternate direction.

Citizens advised:	Steve Honeycutt, Guillon Inc. Construction; George Rau, Rau & Associates
Requested by:	Judicial Council of California
Prepared by:	Sage Sangiacomo, Assistant City Manager and Shannon Riley, Program and Grant Administrator
Coordinated with:	Jane Chamber, City Manager; David Rapport, City Attorney; North Coast Rail Authority and Judicial Council of California
Presenters:	Sage Sangiacomo, Assistant City Manager and Shannon Riley, Program and Grant Administrator
Attachments:	1. Plat Map of Road Easements 2. Resolution authorizing the City Manager to accept the rights of way for public streets and easements for public utilities related to the development of the proposed courthouse at the "Depot Site."

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager

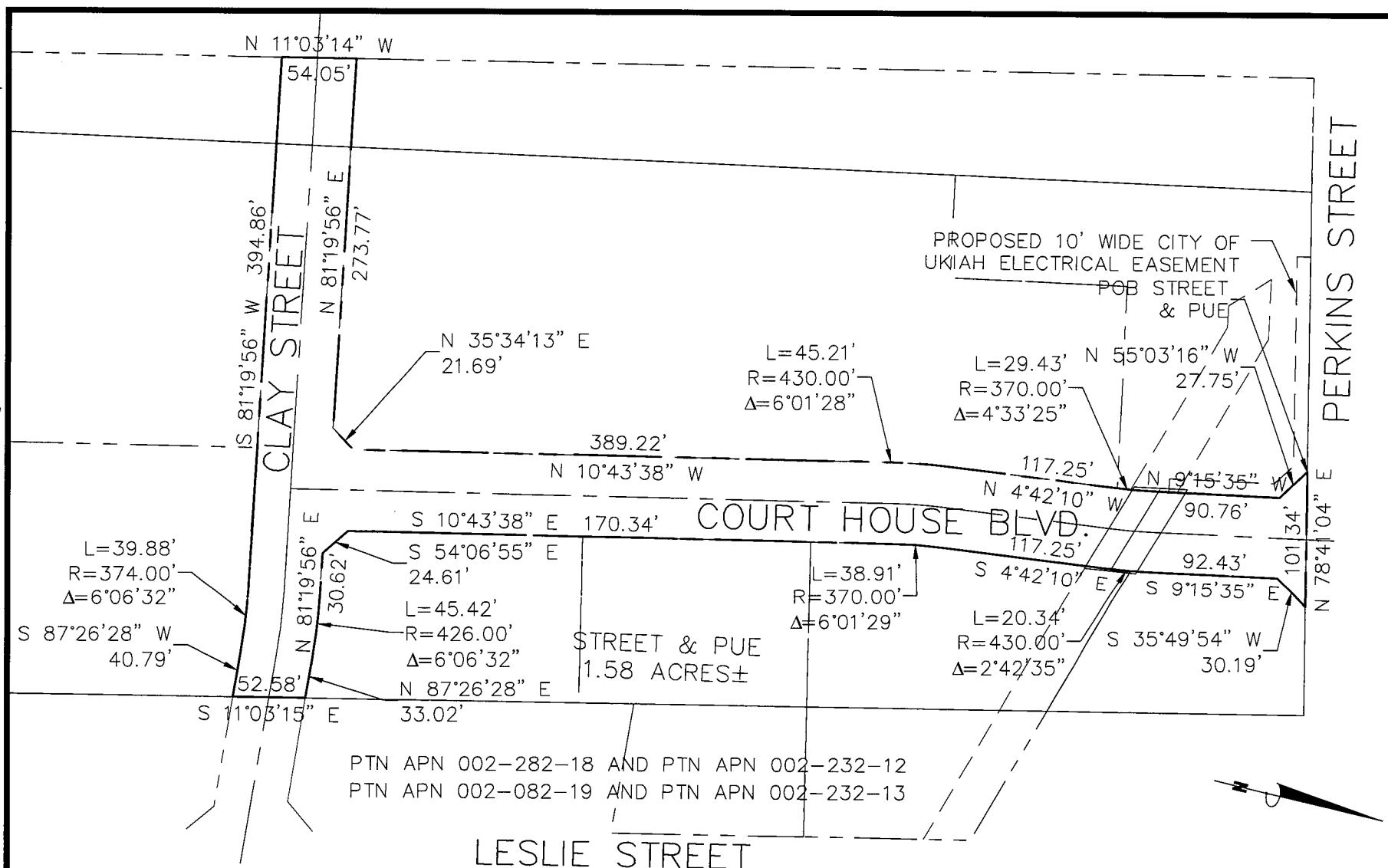
the streets after they are constructed to City standards and formal Council acceptance. Attachment #1 shows the parcel and the road easements as proposed.

Note: The extension of Clay Street through to Peach St. continues to be preserved as a future option only, and as such the corresponding easement related to the NCRA parcels is proposed. At this time, only the section of Clay Street to the intersection of the Hospital Extension (aka Courthouse Drive) is planned for development as part of the Courthouse project. The extension of Clay Street to Peach St. would only be utilized if the future need is warranted and approved by Council. If not needed, Council can vacate this portion of the easement when appropriate.

This acceptance will be contingent on NCRA Board's approval at their May 13th meeting, followed by execution and submittal to the City shortly thereafter. Therefore, contingent on that approval, Staff is recommending that the Council adopt the attached resolution (Attachment #2) authorizing the City Manager to accept the rights of way for public streets and easements for public utilities related to the development of the proposed courthouse at the "Depot Site."

FISCAL IMPACT:			
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
N/A	N/A	N/A	Yes ☐ No ☒

Xrefs: R11003.3_Prelim_Layout_Alt-02.dwg; R11003.3_Plats-REV.dwg
 Path: Z:\R11003.3_Drawings\Survey\R11003.3_ROW_Parcel-Exhibit.dwg Plot Date: Feb 25, 2015 at 2:36pm


RAU
AND ASSOCIATES INC.

CIVIL ENGINEERS • LAND SURVEYORS
 100 NORTH PINE STREET • (707) 462-6536 • UKIAH, CA 95482

DRAWING: EXHIBIT B
 STREET & P.U. EASEMENT

PROJECT: CITY OF UKIAH - RAIL YARD
 REDEVELOPMENT PROJECT

Date: December 2014
 Scale: 1"=100'
 Drawn: MAW
 Checked: GCR
 Reviewed: GCR
 JOB NO. R11003.2

SHEET

1

of 1

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF EASEMENTS
FOR ROADS AND PUBLIC UTILITIES FROM THE NORTH COAST RAILROAD AUTHORITY**

WHEREAS,

1. The North Coast Railroad Authority ("NCRA") is preparing property for development in the City of Ukiah, consisting of 10 acres more or less ("NCRA Property"), approximately 4 acres of which NCRA has agreed to sell to the Judicial Council of California ("Judicial Council") for a courthouse to serve Mendocino County ("the Courthouse Site"); and

2. The NCRA Property is known as 309 E. Perkins Street and 200 Clay Street, Ukiah and is identified as Mendocino County Assessor Parcel Numbers (APN'S): 002-232-12, 13 & 002-282-18, 19, and is more particularly described as follows:

All that certain real property situate, lying and being in the City of Ukiah, County of Mendocino, State of California, more particularly described as follows:

Parcel One:

All that portion as described in the deed to the Cloverdale and Ukiah Railroad Company recorded April 14, 1888 in Book 43 of Deeds, Page 420, Mendocino County Records.

Excepting therefrom that portion thereof described as follows:

Beginning at the intersection of the Southerly line of Perkins Street, 50 feet wide, with the Southerly prolongation of the Easterly line of land described in Parcel 8 of deed recorded November 16, 1892, Deed Book 57, Page 58, Records of said county; thence Easterly along said Southerly line of Perkins Street, 362 feet to the Northeast corner of land described in said deed recorded in Deed Book 43, Page 420; thence Southerly, along the Easterly line of last said land, 1089 feet to the Southeast corner thereof; thence Westerly, along the Southerly line thereof, to a line distant 225 feet parallel with said Easterly line thereof; thence Northerly, along last said parallel line; 800 feet; thence Northwesterly, in a direct line, 280 feet to the point of beginning.

APN: 002-232-13 and 002-282-19

Parcel Two:

Beginning at the intersection of the Southerly line of Perkins Street, 50 feet wide, with the Southerly prolongation of the Easterly line of land described in Parcel 8 of deed recorded November 16, 1892, Deed Book 57, Page 58, Records of said county; thence Easterly along said Southerly line of Perkins Street, 362 feet to the Northeast corner of land described in said deed recorded in Deed Book 43, Page 420; thence Southerly, along the Easterly line of last said land, 1089 feet to the Southeast corner thereof; thence Westerly, along the Southerly line thereof, to a line distant 225 feet parallel with said Easterly line thereof; thence Northerly, along last said parallel line; 800 feet; thence Northwesterly, in a direct line, 280 feet to the point of beginning.

APN: 002-232-12 and 002-282-18; and

3. As a condition of the sale of the Courthouse Site to the Judicial Council, NCRA must convey and the City must accept the easements required to provide public street access and public utilities to the Courthouse Site; and

4. The City Council of the City of Ukiah finds that it is in the public interest and the interest of the residents of the City to accept the conveyance of the necessary easements to provide public streets as extensions of Hospital Drive and Clay Street to serve the Courthouse Site and other development on the NCRA Property and to accept easements to provide public utilities to the Courthouse Site and the NCRA Property (collectively, "the Easements"); and

5. George Rau and Associates, licensed California civil engineers, are preparing the easement grant deeds and legal descriptions for the Easements in consultation with the City Engineer and Public Works Director; and

6. The City's obligation to accept the improved streets into the City maintained street system pursuant to Streets and Highways Code Section 1806 will only arise upon adoption of an additional resolution by the City Council after the streets meeting City standards for public streets have been constructed by NCRA in accordance with plans approved by the City Engineer and inspected and approved by the City Engineer or his designee;

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to accept the conveyance by NCRA of the Easements on behalf of the City of Ukiah as public streets and for the use of public utilities upon all of the following conditions having been satisfied:

a. approval by the City Engineer of the terms of the easement grant deeds and approval of the legal descriptions of the Easements incorporated therein;

b. the issuance of a title insurance policy assuring the City that NCRA has full, unencumbered legal title to the real property burdened by the Easements; and

c. receipt of evidence satisfactory to the City Attorney that the NCRA Board has taken the necessary action to authorize the conveyance of the Easements to the City.

PASSED AND ADOPTED on May 6, 2015, by the following Roll Call Vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk