

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
August 5, 2015
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Presentation: Observatory Park.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of July 15, 2015, a Regular 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 an Ordinance Amending, Section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code to Reduce the Parks, Recreation and Golf Commission (PRGC) from Seven Members to Five Members and to Make Them All At-Large Members.
- b. Authorize the City Manager to Execute an On-Call Services Contract for Park Planning, Design and Operation Consultant Services with Gates + Associates.
- c. Award of Contract to West Yost Associates for Preparation of the 2015 Urban Water Management Plan in the Amount of \$63,202 and Authorize Corresponding Budget Authorization for Fiscal Year 2015-2016.

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)**

- a. Consider Approving an Application to Demolish (Remove Over 50% of Exterior Siding Material) a Structure Over 50 Years Old Located at 204 South Bush Street.

12. **UNFINISHED BUSINESS**

- a. Approval of Amendments to Professional Services Agreements with GHD, Inc. in an Amount not to Exceed \$8,318 for Construction Management and Inspection Services, and in an Amount not to Exceed \$24,967 for Re-Design of Construction Documents, for the Northwestern Pacific Rail Trail Project Phase 1, Specification No. 14-01, and Approval of Corresponding Budget Authorization for FY 15/16.
- b. Consideration of Request to Utilize Eight Public Parking Spaces for a Tesla Motors Electric Vehicle Supercharging Station.
- c. Update on Progress to Include Food Waste in the Green Waste Stream.

13. **NEW BUSINESS**

- a. Consider Adopting a Resolution Approving the Doolin Creek Restoration and Enhancement Plan.
- b. Adoption of Resolution Appointing Megan Elliott Parker to the Paths, Open Space and Creeks Commission.
- c. Approve Plans and Specifications for the North State Street Sewer Main Improvement Project, Specification No. 14-04 and Direct Staff to Advertise for Bids.
- d. Consideration of Draft Development Fee Deferral Program and Direction Regarding Implementation.
- e. Discussion and Possible Support of Senate Bill SB-350, Clean Energy and Pollution Reduction Act of 2015. (EUD).

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

- a. **Conference with Legal Counsel – Anticipated Litigation**
Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1)
- b. **Conference With Legal Counsel – Existing Litigation** (Cal. Gov't Code Section 54956.9(d)(1))
Name of case: *City of Ukiah v. Questex, LTD, et al*, Mendocino County Superior Court, Case No. SCUUK- CVPT-15-66036
- c. **Conference With Legal Counsel – Existing Litigation** (Cal. Gov't Code Section 54956.9(d)(1))
Name of case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUUKCVPT 14-63579

d. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court Case No. SCUK-CVC-13-63024

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 31st day of July, 2015.
Kristine Lawler, City Clerk

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

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on July 15, 2015, having been legally noticed on July 10, 2015. Mayor Crane called the meeting to order at 6:01 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:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

b. Presentation: Wreaths Across America.

Presenters: Kyle Rogers, Kasey Rogers, and Nathan Hayes representing 4H and Wreaths Across America.

a. Proclamation: Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Week in the City of Ukiah.

Presenters: Councilmember Mulheren.

Public Comment: Katherine Fengler and Delynn Rogers.

c. Presentation: Mendocino Community Health Clinic.

Presentation was not received due to presenter not being present.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of June 30, 2015, a Special Meeting.
- b. Minutes of July 1, 2015, a Regular Meeting.

Motion/Second: Doble/Mulheren to approve the minutes of June 30, 2015, a Special Meeting, and July 1, 2015, a Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of June, 2015 – *Finance*.
- b. Authorize the Mayor to Sign Letters of Support for California Senate Bill 508 Regarding Transportation Funds for Transit Operators – *Administration*.
- c. Authorize City Manager to Negotiate and Execute Agreements (*COU No. 1516-006, COU No. 1516-007, and COU No. 1516-008*) Associated with Tenant Relocation at the 1350 Hastings Road Property And Approve Corresponding Budget Authorization for Fiscal Year 15/16 – *Electric Utility*.
- d. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. (*COU No. 1314-243*) for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works*.

Motion/Second: Doble/Brown to approve Consent Calendar Items 7a-d, 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**

Presenter: Phil Baldwin and James Green.

9. **COUNCIL REPORTS**

Presenters: Councilmembers Mulheren, Brown, and Doble.

10. **CITY MANAGER/CITY CLERK REPORTS**

Presenters: Sage Sangiacomo, City Manager and Jarod Thiele, Project Analyst.

Council Consensus would like the ad hoc (Rate Studies for Electric, Water, Sewer) to review the preliminary design report for the recycled water when it is 30 percent complete, and for the ad hoc to determine at that time whether to bring the report to council for review.

11. **PUBLIC HEARINGS**

12. **UNFINISHED BUSINESS**

- a. **Adoption of Resolution Approving the Addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration – *Public Works*.**

Presenters: Jarod Thiele, Public Works Project Analyst and Steve Brown, SMB Environmental.

Motion/Second: Doble/Scalmanini to adopt the resolution (2015-26) approving the addendum to the Recycled Water Project Mitigated Negative Declaration (MND). Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Approve Plans and Specifications for Grace Hudson Museum Grant Projects; Museum Building Improvements Spec No. 15-08, and Parking and Storm Water Improvements Spec No. 15-09 – *Community Services*.**

Presenter: Katie Marsolan, Project Analyst.

Motion/Second: Mulheren/Doble to approve plans and specifications for Spec No. 15-08 Grace Hudson Museum Building Improvements, and approve plans and specifications for Spec No. 15-09 Grace Hudson Parking and Storm Water Improvements. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Approval of Amendments to Professional Services Agreements with GHD, Inc. in an Amount not to Exceed \$8,318 for Construction Management and Inspection Services, and in an Amount not to Exceed \$24,967 for Re-Design of Construction Documents, for the Northwestern Pacific Rail Trail Project Phase 1, Specification No. 14-01, and Approval of Corresponding Budget Authorization for FY 15/16 – Public Works.

Presenter: Rick Seanor, Deputy Director of Public Works.

Motion/Second: Crane/Mulheren to continue this item to the August 5, 2015, meeting to give staff and the City Attorney time to review the costs, additional scope, and legal ramifications. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, and Crane. NOES: Doble and Scalmanini. ABSENT: None. ABSTAIN: None.

d. Authorize the Director of Public Works/City Engineer to Execute Change Order No. 2 in the Amount not to Exceed \$130,000 for Construction of the Northwestern Pacific Rail Trail Project, Phase 1, Specification No. 14-01 and Approval of Corresponding Budget Authorization for FY 15/16. – Public Works.

Presenter: Rick Seanor, Deputy Director of Public Works.

Motion/Second: Doble/Brown to authorize the Director of Public Works/City Engineer to execute Change Order No. 2 (COU No. 1415-108-A2) in the amount not to exceed \$130,000 for the Northwestern Pacific Rail Trail Project Phase1, and approve corresponding budget authorization for FY 15/16. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 7:50 – 8:00 P.M.

13. **NEW BUSINESS**

a. Consideration of Request to Utilize Eight Public Parking Spaces for a Tesla Motors Electric Vehicle Supercharging Station – Community Services.

Presenters: Shannon Riley, Program and Grant Administrator and Mel Grandi, Electric Utility Director.

Public Comment: Cameron Waldman, Tesla Super Charger Team Regional Project Manager; Janet Lauren, Mendocino Council of Governments.

Council Consensus directs staff to explore: alternative sites, use of the space to serve universal charging stations, documentation of user trips, and economic analysis and then bring back to Council.

i. Discuss and Provide Direction Regarding the Request from Redwood Valley County Water District to Forgo a Portion of the City of Ukiah's Contractual Right of Water with the Russian River Flood Control District to Provide Drought Assistance, and if Appropriate Authorize the City Manager to Negotiate and Execute Corresponding Agreements – Public Works.

Presenter: Jarod Thiele, Public Works Project Analyst.

Public Comment: Bill Koehler, Redwood Valley Water District General Manager.

Motion/Second: Brown/Mulheren to authorize the City Manager to negotiate and execute an agreement (*COU No. 1516-009*) to forgo a portion of the City of Ukiah's contractual right of water with the Russian River Flood Control District to provide drought assistance. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Discuss and Consider Allowing the City's Fire Ad-Hoc Committee to Self-Determine Noticing and Outreach as Necessary for the Development of Work Product. – Administration.

Presenters: Sage Sangiacomo, City Manager and John Bartlett, Fire Chief.

Motion/Second: Mulheren/Brown to authorize the City's Fire Ad-hoc Committee to self-determine noticing and outreach as necessary for the development of work product. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, and Brown. NOES: Scalmanini and Crane. ABSENT: None. ABSTAIN: None.

b. Adoption of Resolution Reappointing Eric Crane to the Airport Commission – City Clerk.

Presenter: Kristine Lawler, City Clerk.

Vice Mayor Scalmanini nominated Eric Crane to the Airport Commission.

Motion/Second: Scalmanini/Doble to approve the nomination and adopt the Resolution (*2015-27*) reappointing Eric Crane to the Airport Commission as a City Representative. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

d. Discussion and Direction Regarding the Possible Disposition of Two City-Owned Parcels at 345 North Main Street and 215 Norton Street – Community Services.

Presenter: Shannon Riley, Program and Grant Administrator.

Motion/Second: Brown/Doble to authorize staff to market and seek proposals from market-rate developers for the lease or sale of the City-owned properties at 345 North Main Street and 215 Norton Street. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

e. Discussion and Recommended Introduction By Title Only of an Ordinance Amending, Section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code to Reduce the Parks, Recreation and Golf Commission (PRGC) from Seven Members to Five Members and to Make Them All At-Large Members – Community Services.

Presenters: Maya Simerson, Community Services Supervisor and Martin Bradley, Community Services Assistant.

Motion/Second: Mulheren/Doble to introduce the ordinance by title only. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, and Crane. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the title of the Ordinance.

Motion/Second: Doble/Brown to introduce the ordinance amending section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code to reduce the Parks, Recreation and Golf Commission from seven members to five At-Large members. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, and Crane. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

f. Award Contract for Slurry Seal of Local Streets and Airport Parking, Specification No. 15-07 and Approve Corresponding Budget Authorization for FY 15/16 – Public Works.

Presenter: Rick Seanor, Deputy Director of Public Works.

Motion/Second: Doble/Brown to award contract (COU No. 1516-010 to Sierra Nevada Construction, Inc.) for Slurry Seal of Local Streets and Airport Parking, Specification No. 15-07 to the lowest responsive, responsible bidder based on bids submitted on July 14, 2015 and approve corresponding budget authorization for FY 15/16. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

g. Discussion and Consideration of Electrical Billing Over/Under Charges – Electric Utility.

Presenter: Mel Grandi, Electric Utility Director.

Council Consensus directs staff to render a bill, based on the corrected information, not exceeding three (3) months, unless the cause is determined to be by the customer.

h. Nomination and Possible Adoption of Resolution Appointing Linda Sanders to the Planning Commission to Fill the Remaining Term of Judy Pruden – City Clerk

Presenter: Kristine Lawler, City Clerk and Vice Mayor Scalmanini.

Vice Mayor Scalmanini nominated Linda Sanders to fill the remaining term of Judy Pruden to the Planning Commission.

Motion/Second: Scalmanini/Brown to nominate Linda Sanders to the Planning Commission filling the remaining term of Judy Pruden. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Doble/Brown to adopt the resolution (2015-28) appointing Linda Sanders to the Planning Commission filling the remaining term of Judy Pruden. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

14. CLOSED SESSION

a. Conference with Legal Counsel – Pending Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (1 case)

b. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1)

- c. **Conference With Legal Counsel – Existing Litigation** (Cal. Gov't Code Section 54956.9(d)(1))
Name of case: Ukiah Citizens for Safety First v. City of Ukiah, Mendocino County Superior Court, Case No. SCUKEVPT 14-63579
- d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Ukiah Valley Sanitation District v. City of Ukiah, Mendocino County Superior Court Case No. SCUKEVC-13-63024

No action was taken on Closed Session items.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 11:27 p.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF AN ORDINANCE AMENDING, SECTION 1001 IN DIVISION 1, CHAPTER 4, ARTICLE 1 OF THE UKIAH CITY CODE TO REDUCE THE PARKS, RECREATION AND GOLF COMMISSION (PRGC) FROM SEVEN MEMBERS TO FIVE MEMBERS AND TO MAKE THEM ALL AT-LARGE MEMBERS.

Summary: Adoption of an ordinance amending the city code that will recognize the need for more diverse representation and restructuring of the Park, Recreation and Golf Commission (PRGC) and will change the group to a five member commission.

Background: On July 15, 2015, the City Council introduced an ordinance by title only amending section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code. It has become increasingly difficult to recruit members for the PRGC from the community. As the need for representation from golfers on the PRGC has diminished, there is an increased need for diverse representation of other park and recreation users including the municipal swimming pool, Alex Rorabough Center, the Skate Park, Observatory Park and Interpretive Center and other sport and educational activities.

Discussion: The City adopted Article 1 in Chapter 4, Division 1 of the Ukiah City Code ("UCC") in 1982. The ordinance created a Park, Recreation and Golf Commission, a group to report to the City Council. As stated in the City Code the membership in the PRGC "...shall consist of seven members as follows: One member of the Ukiah Men's Golf Club, one member of the Ukiah Women's Golf Club, one member of either the Men's or Women's Golf Club and four at large members with the majority of the members residing within the city limits."

Prior to contracting the municipal golf course management to a private vendor, the golf course had been managed by city staff under the direction of the Community Services Supervisor. City administrative staff presented changes to the Municipal Golf Course rules and policies to the City Council based on recommendation from the PRGC.

Input from the golf community is now solicited by Tayman Park Golf Group from an advisory team with three representatives from the Men's Golf Club, one from the Golf Professionals and one from the City of Ukiah. The advisory team reviews a plan for annual course improvements prepared by the Tayman Park

Continued on Page 2

RECOMMENDED ACTION(S): Adopt the ordinance amending section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code to reduce the Parks, Recreation and Golf Commission from seven members to five at-large members.

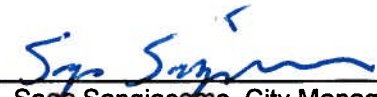
ALTERNATIVES: Remand back to staff with specific direction.

Citizens advised:	Summary of Ordinance published in Ukiah Daily Journal on July 22, 2015
Requested by:	Park Recreation and Golf Commission
Prepared by:	Maya Simerson, Community Services Supervisor
Coordinated with:	Stephanie Young, Recreation Supervisor & Kristine Lawler, City Clerk
Presenters:	Maya Simerson, Community Services Supervisor
Attachments:	Ordinance - Section 1001, amended

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

Golf Group. Other agreements on policy and management are defined in the lease agreement as negotiated by City staff.

The PRCG, therefore, is recommending that the commission membership be changed from seven members to five – At Large – members, with the majority residing within the city limits. Proposed revisions to the ordinance are shown in Attachment 1. These changes will provide the following outcomes:

- Reflecting the reduced need by the golf community to be represented on the PRGC as stakeholders.
- Decreasing the number of commissioners needed on the commission to conduct business and make decisions.
- Reducing the recruitment effort for a seven member body.
- Lowering the number of commissioners present required for a quorum.

FISCAL IMPACT:			
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
			Yes ☐ No ☒

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 1001 IN DIVISION 1, CHAPTER 4, ARTICLE 1 OF THE UKIAH CITY CODE ENTITLED, "PARKS, RECREATION, AND GOLF COMMISSION"

The City Council of the City of Ukiah hereby ordains as follows:

SECTION 1

Section 1001 in Division 1, Chapter 4, Article 1 of the Ukiah City Code is hereby amended to read as follows:

§1001 MEMBERSHIP; APPOINTMENT

The Commission shall consist of five (5) At Large members who may reside within the city limits or outside the city limits but within Mendocino County, provided that a majority of the five (5) commission members reside within the city limits.

All members of the Commission shall be appointed by the City Council.

SECTION 2

This Ordinance shall become effective thirty (30) days after its adoption and shall be published as required by law.

Introduced by title only on July 15, 2015, by the following roll call vote:

AYES: Councilmembers Mulheren, Doble, Brown, Scalmanini, and Mayor Crane

NOES: None

ABSENT: None

ABSTAIN: None

Passed and adopted on August 5, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7b

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN ON-CALL SERVICES CONTRACT FOR PARK PLANNING, DESIGN & OPERATION CONSULTANT SERVICES WITH GATES + ASSOCIATES

Summary: The Community Services Department has identified the need for Park Planning assistance on an as-needed basis in order to leverage the benefits of a long term relationship with such a consultant for our park's maintenance and enhancement activities.

Background:

The City of Ukiah requested proposals for park planning, design, and operation consultant services on an as-needed basis. Qualified firms with recent experience in park facility planning and operations were asked to provide a proposal for professional services related to the design and maintenance of various park, open space, and landscape facilities for the City.

The City presently owns or controls approximately 335 acres of parkland, open space and landscape. Included in Ukiah's park inventory are athletic fields, tennis courts, community centers, play areas, golf course, general landscaped areas, and open space. The City's park and leisure facilities vary substantially in terms of size, amenities, and use, and are highlighted by the 38-acre Riverside Park, the 16 acre Todd Grove Park, and the 10 acre Ukiah Sports Complex.

Added expertise with a specialty firm will maximize the City's capability to implement quality park improvements, establish/revise maintenance procedures, eliminate redundancy and duplication in the design firm selection and design processes, expedite the improvement of Ukiah's park facilities, and reduce overall project costs.

The City desires to establish a five (5) year contract with an option to renew for an additional term of up to an additional five (5) years subject to mutually agreeable pricing modifications and service performance.

Discussion:

As is true in many municipalities, a number of Ukiah's parks have entered their "middle age", and are in need of rehabilitation, improvement, and at times reconfiguration. In addition, the City continues to add

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the City Manager to execute a five-year on-call contract with the option to renew for an additional term of up to five years, subject to mutually agreeable pricing modifications and service performance, with Gates + Associates for Park Planning, Design, and Operation Consultant Services.

ALTERNATIVES: Remand to staff with further direction.

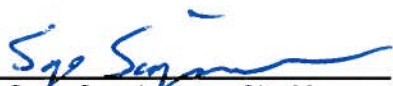
Citizens advised:

Requested by: Sage Sangiacomo, City Manager
Prepared by: Maya Simerson, Community Services Supervisor & Mary Horger, Purchasing Supervisor
Coordinated with: Sage Sangiacomo, City Manager
Presenters: Maya Simerson, Community Services Supervisor
Attachments: Request for Proposals; Gates + Associates Fee Schedule

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

parkland, open space and landscape areas to its inventory to better meet the leisure needs of the community.

The City is constantly working to improve and expand its park and leisure facilities. In addition to the development of new parklands, there is a strong desire to rehabilitate and enhance existing park facilities. Typical park improvements will frequently include the installation/replacement of automatic irrigation systems, landscaping, walkways, security lighting, play equipment, restrooms, site furnishings, and sports and picnic facilities.

It is expected that this work will be implemented on a project-by-park basis as funds are appropriated by the City Council and/or awarded through grants and donations. Community involvement in the park design process is important to the City, as is a desire to capture Ukiah's unique heritage and character in its park improvement efforts and preservation of open space.

A Request for Proposal was issued at the beginning of May to a list of twenty firms, as well as posted on the City's website. Nine firms responded: Ann Baker Landscape Architecture, Firma Design Group, Gates + Associates, Stantec, RHAA Landscape Architecture, PGA Design, GSM Landscape Architects, Harris Design, and Conservation Technix.

The proposals were independently reviewed and scored by an evaluation committee made up of three City staff members, one member from the Parks, Recreation and Golf Commission, and one community member. From this scoring, the top three firms were invited for an interview, which were Ann Baker Landscape Architecture, Firma Design Group and Gates + Associates. At the end of this process, the evaluation committee made their final selection of Gates + Associates.

Gates + Associates, located in San Ramon, is a landscape architecture, land planning, and urban design firm, with four decades of experience designing parks, trails and streetscapes, at a range of scales, with varying degrees and types of amenities, and with a wide range of budget constraints. Additionally, they have assisted cities, counties, and service districts in evaluating and renovating existing parks, trails and streetscapes. Their staff also includes LEED Accredited Professionals, Bay-Friendly Qualified Landscape Professionals and Raters, Accredited Green Roof Professionals, arborists, certified irrigation designer and water auditor, Crime Prevention Through Environmental Design-trained professionals, playground safety inspectors, as well as graphic communications and outreach specialists.

Staff recommends authorizing the City Manager to execute a five-year on-call services contract with Gates + Associates. The scope and schedule for each project will be negotiated on a project by project basis and compensated at an hourly rate as set forth in the agreed upon contract, with approved budgeted funds.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
Multiple	TBD	Various	Yes ☐ No ☐	N/A

CITY OF UKIAH



REQUEST FOR PROPOSAL

PARK PLANNING, DESIGN & OPERATION CONSULTANT SERVICES

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Phone (707) 463-6233
FAX (707) 463-6234

**Proposals are due by 5:00 PM
Thursday, May 21, 2015**

CITY OF UKIAH

Request for Proposal for Park Planning, Design and Operation Consultant Services

I. INTRODUCTION

General Information/Background

The City of Ukiah is requesting proposals for park planning, design, and operation consultant services on an as-needed basis. Proposals from qualified firms with recent experience in park facility planning and operations are to provide professional services related to the design and maintenance of various park, open space, and landscape facilities for the City.

Easily accessible from Highway 101, Ukiah is located 110 miles north of San Francisco. Ukiah has a population of approximately 16,000 and serves over 35,000 residents of the greater Ukiah area as the county seat of Mendocino County.

The City presently owns or controls approximately 335 acres of parkland, open space and landscape.

Included in Ukiah's park inventory are athletic fields, tennis courts, community centers, play areas, golf course, general landscaped areas, and open space. The City's park and leisure facilities vary substantially in terms of size, amenities, and use, and are highlighted by the 38-acre Riverside Park, the 16 acre Todd Grove Park, and the 10 acre Ukiah Sports Complex.

An ongoing relationship with a design firm will maximize the City's capability to implement quality park improvements, establish/revise maintenance procedures, eliminate redundancy and duplication in the design firm selection and design processes, expedite the improvement of Ukiah's park facilities, and reduce overall project costs. The scope and schedule for each project will be negotiated on a project by project basis and compensated at an hourly rate.

Term of Engagement

The City desires to establish a five (5) year contract with the selected vendor with an option to renew for an additional term of up to an additional five (5) years subject to mutually agreeable pricing modifications and service performance. Pricing shall be fixed for the term of the initial contract. All prices to be in U.S. dollars.

II. SCOPE OF WORK TO BE PERFORMED

All services shall be provided in accordance with the City's standard Professional Services Agreement, a sample of which is included as Attachment A.

Description of Anticipated Services:

As is true in many municipalities, a number of Ukiah's parks have entered their "middle age", and are in need of rehabilitation, improvement, and, at times, reconfiguration. In addition, the City continues to add parkland, open space and landscape areas to its inventory to better meet the leisure needs of the community.

The City is constantly working to improve and expand its park and leisure facilities. In addition to the development of new parklands, there is a strong desire to rehabilitate and enhance existing park facilities. Typical park improvements will frequently include the installation/replacement of automatic irrigation systems, landscaping, walkways, security lighting, play equipment, restrooms, site furnishings, and sports and picnic facilities.

It is expected that this work will be implemented on a project-by-park basis as funds are appropriated by the City Council and/or awarded through grants and donations. Community involvement in the park design process is important to the City, as is a desire to capture Ukiah's unique heritage and character in its park improvement efforts and preservation of open space.

In general, the successful firm will be expected to prepare:

1. Schematic and conceptual plans and cost estimates for various park and landscape improvement, development and expansion projects;
2. Plans, specifications and construction assistance for said improvements; and
3. Feasibility studies, park assessments, and other related work as required.
4. Maintenance and operations assessments and procedures.

The firm selected will be expected to work with designated City representatives, and may be asked to make presentations before community members, City advisory bodies, and the Ukiah City Council.

III. QUALIFICATIONS AND SKILLS REQUIRED

A brief description of the qualifications of the firm, and key personnel to be assigned to this project.

A description of previous experience, with special emphasis on that experience relevant to municipal park, open space and landscape planning, design, and operations.

A brief statement indicating the firm's philosophy regarding park, recreation and landscape facility development, open space management, design experience, client and community relationships, and program implementation. The firm should be specific as to how it intends to thoughtfully address the expectations of the City's requests.

IV. INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment B.

V. CITY BUSINESS LICENSE

A City of Ukiah Business License is required for work performed in the City of Ukiah. For information for how to apply for a license and the fees associated it, please go to the City's website at www.cityofukiah.com.

VI. PROPOSAL REQUIREMENTS

Inquiries

Inquiries concerning this request for proposal must be made in writing to:

Mary Horger
Purchasing Supervisor
City of Ukiah
411 West Clay Street, Ukiah, California 95482
P: (707) 463-6233, F: (707) 463-6234
Email: mhorger@cityofukiah.com

Submission of Proposals

Six (6) hard copies of the Proposal are required. Proposals that are emailed or faxed will not be accepted. Proposals must be received by 5:00 PM, Thursday, May 21, 2015 to be considered. Proposals received after this date and time will not be considered. Proposals shall be labeled: "Park Planning Consultant", and addressed to:

Mary Horger, Purchasing Supervisor
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Proposal Format

Proposals must include the following:

1. Title Page

Title page shall show the proposal subject, the vendor's name, primary contact and contact information, and the vendor's Federal Identification Number.

2. Cover Letter

The cover letter should briefly state the vendor's understanding of the work to be performed, the commitment to perform the work and statements as to why the vendor believes it is qualified to perform the engagement. The cover letter should also make a statement that the vendor's offer is a firm, irrevocable offer for 90 days. The cover letter should indicate that the vendor is an Equal Opportunity Employer.

3. Vendor Qualifications and Experience

The proposal should state the size of the vendor, the size of the vendor's technical staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. If the vendor proposes a joint venture or consortium, the qualifications of each vendor comprising the joint venture or consortium should be separately

identified and the vendor that is to serve as the principal should be noted, if applicable. The range of activities performed by the local office should be described.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the partners, manager and senior staff who will provide services to the City. Include a resume for each individual. Resumes should include all relevant experience, education, certifications, licenses and continuing education of the individuals over the past 5 years.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the vendor, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Ukiah. However, in either case, the City of Ukiah retains the right to approve or reject replacements.

Other support personnel may be changed at the discretion of the vendor provided that replacements have substantially the same or better qualifications or experience.

5. Prior Experience with Local Governments

Sufficient information should be provided regarding current local governmental and commercial clients, and dates that the client has been served. References for a minimum of five clients should be included.

6. Approach, Scope and Timing of the Engagement

Provide sufficient detail of your vendor's approach to the City of Ukiah's engagement. Describe your vendor's understanding of the objectives and scope of the work. Include information on the vendor's approach, timing, and utilization of resources.

7. Capabilities in General Consulting and Special Services

Provide information on all other consulting and special services provided by the vendor.

8. Hourly Rates and Reimbursable Costs

SEPARATELY SEALED RATE SCHEDULE: Hourly Rates of the Firm's Employees shall be provided IN A SEPARATELY SEALED ENVELOPE for services which may be requested within the scope of the engagement by Classification and Hourly Rate. The vendor shall list specific reimbursable costs.

9. Conflicts of Interest

Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, a statement to that effect shall be included in the proposal.

10. Exceptions

Identify any exceptions proposed with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements, the City's draft

professional services agreement as shown in the attachments, or background check requirement, the vendor shall list the exceptions in the proposal.

11. Proprietary Information

Vendors submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the City once submitted.

12. Signatures

The proposal shall be signed by an official authorized to bind the vendor and shall expressly state that the proposal is valid for 90 days.

VII. EVALUATION PROCEDURES

Criteria

Qualifications will be evaluated based on the following criteria:

1. The vendor's experience and qualifications in providing park and open space planning, design, and operation support services for local governments and/or commercial clients.
2. The vendor's knowledge and expertise related to the requested scope of services.
3. Quality of references from 5 clients that can attest to qualifications and quality of work of the vendor on projects with similar types of services.
4. Vendor's ability and approach to providing the requested services
5. Demonstration of the understanding of the objectives and scope of the work.
6. Commitment to timeliness in the conduct of the work.
7. Adherence to the instructions in this Request for Proposals on preparing and submitting the proposal.

Upon the request of and at the discretion of the City of Ukiah, proposers may be required to supply additional information, or to make assigned personnel available for interviews, or to make additional or supplemental submissions, if deemed necessary by the City.

VIII. RIGHT OF REFUSAL

The City reserves the right in the exercise of their discretion to reject any and all proposals. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs of the work described herein.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this ____ day of _____, 2008 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses

of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination 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 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant 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 including operations, products and completed operations. 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.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

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 Consultant 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 and Automobile 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 Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant'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 in excess of the Consultant'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 Consultant'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. Worker's Compensation and 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 Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. 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 admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant 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. All Certificates and Endorsements are to be received and approved by the City before Consultant 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 Consultant 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, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

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

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.



INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) 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 Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. 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. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

- A. 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 Consultant 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 Consultant's insurance, or as a separate owner's policy.

B. **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. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect 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 in excess of the Consultant's insurance and shall not contribute with it.

D. 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.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

I. RATE SCHEDULE

EFFECTIVE THROUGH JUNE 2020

I. Hourly Fees

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$155.00
Principal	\$145.00
Senior Associate	\$100.00
Associate	\$80.00
Irrigation Designer	\$120.00
Visual Communications Designer	\$115.00
Administrative/Drafter	\$80.00

Progress Billing for services rendered invoiced on monthly basis

II. Expenses (Reimbursables)

- A. The consultant fees are not to exceed the hourly rates above, without prior City authorization.
- B. Other direct expenses at cost which may include:
 1. Printing and reproduction costs will be pre-approved for each project. Cost will be based on in-house cost plus 5%.
 2. Mileage will be billed at 50% of the current IRS Standard Mileage Rate, and as yearly updated.
 3. Travel expenses will be billed at 50% of the current U.S. General Services Administration Per Diem rates for zip code 95482 (www.gsa.gov/portal/category/100120) and as yearly updated. Consultant hourly rate will not be billed while traveling.



ITEM NO.: 7c

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF CONTRACT TO WEST YOST ASSOCIATES FOR PREPARATION OF THE 2015 URBAN WATER MANAGEMENT PLAN IN THE AMOUNT OF \$63,202 AND AUTHORIZE CORRESPONDING BUDGET AUTHORIZATION FOR FISCAL YEAR 2015-2016

Summary: Council will consider awarding a contract to West Yost Associates for the preparation of the 2015 Urban Water Management Plan (UWMP)

Background: On June 11, 2015, staff released the Request for Proposal (RFP) for the preparation of the 2015 Urban Water Management Plan (Attachment #1). This plan is required to be updated every 5 years by the Department of Water Resources (DWR) as the City operates a water utility with over 3,000 connections. The Urban Water Management Plan identifies all aspects of the water system including sources, supplies, water rights, demand management measure and a water shortage contingency plan, to name a few. Staff has found this document very useful in the time since its last update in 2010. In addition to being attached, the 2010 Document can be found on the City's website at the following link: <https://cityofukiah.app.box.com/s/xmir2fb7d9o33bfnba6x>

Discussion: Upon review of the RFPs, West Yost Associates ranked the highest of the three proposals received. A list of the proposers and the associated cost is listed below. West Yost Associates has prepared UWMPs for many small water districts as well as large cities in California. According to their proposal, all of the 2010 UWMPs prepared and submitted were deemed complete and required no revisions by DWR. They proved that they have the team in place to develop the document, hold public meetings and submit the plan to DWR by the July 1, 2016 deadline. The proposal received from West Yost Associates is included as Attachment #2.

Company	Cost
West Yost Associates	\$63,202
GHD, Inc.	\$68,358
Schaaf & Wheeler	\$102,700

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Authorization Required	Previous Contract or Purchase Order No.
\$150,000	Water Operating Fund Balance	82024410.52100	Yes ☒ No ☐	None

RECOMMENDED ACTION(S): Award of contract to West Yost Associates for preparation of the 2015 Urban Water Management Plan in the amount of \$63,202 and authorize corresponding budget authorization for Fiscal Year 2015-2016

ALTERNATIVES: Do no award contract and provide direction to staff

Citizens advised:

Requested by: Tim Eriksen, Director of Public Works/City Engineer

Prepared by: Jarod Thiele, Public Works Project Analyst

Coordinated with: Sage Sangiacomo, City Manager

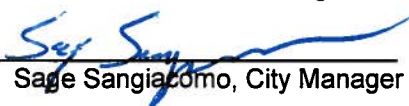
Presenters: None

Attachments: 1. Request for Proposal 2. West Yost Associates proposal

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager



DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

**FOR THE PREPARATION OF THE
2015 URBAN WATER MANAGEMENT PLAN
FOR THE CITY OF UKIAH**

PROPOSAL DUE 4 PM ON JULY 9, 2015

**REQUEST FOR PROPOSAL
FOR THE PREPARATION OF THE
2015 URBAN WATER MANAGEMENT PLAN
FOR THE CITY OF UKIAH**

JUNE 11, 2015

I. PROJECT DESCRIPTION

The City of Ukiah seeks to contract for professional consulting services for the preparation of its 2015 Urban Water Management Plan. This RFP describes the scope of work, proposal content, selection criteria, and request conditions.

II. SCOPE OF WORK

This section presents a brief description of the scope of work.

- A. Urban Water Management Plan Preparation.** Prepare a 2015 Urban Water Management Plan that fulfills the requirements of the California Urban Water Management Planning (UWMP) Act, **including all reasonable changes to the UWMP Act**. This shall include a description of the water system, historical and projected water use, and water supplies. Also included is an evaluation of the water conservation best management practices and a water shortage contingency plan.
- B. Work Products.** Provide a first draft of the 2015 Urban Water Management Plan and three (3) review copies and a second draft of the 2015 Urban Water Management Plan (unbound original) and twenty (20) bound copies. After incorporation of review comments, provide one final 2015 Urban Water Management Plan (unbound original), twenty (20) bound copies, and a digital version on a compact disk (CD) in both Word and Adobe Acrobat file formats.
- C. Public Presentations.** Prepare for and attend one public workshop/meeting for presentation of draft Water Shortage Contingency Plan and draft 2015 Urban Water Management Plan. Prepare for and attend a minimum of two public presentations at a City Council meeting in conjunction with adoption of the Water Shortage Contingency Plan and 2015 Urban Water Management Plan.
- D. Plan Submission.** Submit the Urban Water Management Plan to the California Department of Water Resources (DWR) and respond to any review comments.

III. PROPOSAL CONTENT AND REQUIREMENTS

Proposals submitted shall conform to the following format. The maximum number of pages, including all graphics, shall be limited to 25 pages, not including resumes, standard company brochures or other attachments. The proposal shall address all the following items and be presented in the following order:

A. Cover Letter

The cover letter should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in Exhibit "A", Scope of Services. An explanation of why the specific plan detailed in the proposal is the best plan for the City should be included.

The cover letter must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter accompanying the proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

B. Project Approach

Detailed scope of work suitable for attachment to a contract.

C. Project team

List the key staff to be assigned to the project. A concise statement of qualifications and experience of each related specifically to this project and the hours that each shall be committed to this project shall be furnished. Resumes and work experience for each team member shall be included, along with a list of references with contact names and telephone numbers of similar projects completed by each team member. Only those personnel to be involved specifically in this project shall be listed.

Also, include the names, addresses and telephone numbers of any subconsultants. Describe the qualifications and experience of any proposed subconsultants and identify the tasks or sub-tasks to be assigned to them along with the expected hours (or contract percentage) they shall participate in the project.

D. Schedule and Estimated Budget

The Consultant shall provide a bar chart schedule for the proposed work showing the interrelationship of the various discrete tasks. These tasks are to be those identified in Exhibit "A", Scope of Services.

The final agreement with the Consultant shall include a schedule for completion of the major milestones based upon selected consultant's schedule. The City's review periods shall not be counted against the time of completion for the various tasks or milestones.

The Consultant shall propose an estimated fee based on an hourly rate schedule with a "not to exceed" maximum cost for all work identified in Exhibit "A", Scope of Services. Labor hour projections for all personnel categories shall be provided for each discrete task. A copy of the Consultant's current itemized hourly rate fee schedule for all personnel categories shall be submitted.

The Consultant shall provide a breakdown of the estimated fee by task and separate out any costs associated with the proposed services. Include budgets for any mileage, travel time, reproduction, photographs, etc., which are not associated with strict hourly rates. Fees shall include all markup, overhead, and profit for each task of the project. Estimated subconsultant fees and expenses shall also be individually identified.

The Consultant shall submit the estimated fee in a separate, sealed envelope with the name of the firm and project name clearly noted on the front of the envelope. The request for submission of estimated fees to complete all tasks of the project is for use by the City in

determining whether the Consultant has a proper understanding of the project scope and has adequately staffed the project to insure its timely and proper completion.

The final agreement shall include a payment schedule including the following provisions:

1. Payment shall be on a time and materials basis in accordance with the consultant's attached fee schedule and payments shall be made monthly as the work progresses. The total payment for completion of all the tasks included in the agreement shall not exceed the agreed upon "not to exceed" amount.
2. The total amount paid during the course of the work shall not exceed certain set percentages of the total "not to exceed" amount. Part of the completion of associated major milestones or tasks (set percentage of the total payment) shall be determined from the consultant's submitted fee schedule or negotiated before the final agreement.

E. Related Experience

Consultant shall provide a statement of relevant experience of the project team members and firm in developing urban water management plans meeting DWR requirements. Describe the DWR acceptance status of the firm's previous Urban Water Management Plans. Project descriptions shall include sufficient information to verify comparability with this project and shall also include the name of a contact person, address and telephone number of references who may be contacted to verify the Consultant's previous performance. Include client references for any proposed subconsultants.

F. Exceptions

The Consultant shall identify any exceptions proposed with respect to Exhibit "B", Scope of Services, the City's insurance requirements and/or the City's contract provisions.

IV. SELECTION CRITERIA

A. Proposal Review

Written proposals submitted by the deadline shall be reviewed to determine if the proposal requirements contained in Section III have been met. Failure to meet the requirements for the Request for Proposals shall be cause for rejection of the proposal.

The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

The Consultant shall be selected based upon favorable evaluation of written proposals and supplemented, if required, by presentations during formal interviews scheduled by the City. The City reserves the right to select a consultant after review of the written proposals or after completion of interviews.

The City shall evaluate proposals using a number of factors, as described below:

1. Fulfillment of the requirements as stated in this RFP.

2. Technical Approach

Thoroughness of Consultant's scope of work and depth of understanding of DWR requirements for Urban Water Management Plans shall be carefully assessed.

3. Project Personnel Experience

The direct experience of the project manager and key support personnel shall be considered closely in the evaluation of the Consultant.

4. Past Performance on Similar Projects

The Consultant's performance on similar projects relating particularly to the quality of work, promptness of performance, cost control, cooperativeness with the owner's staff and regulatory agencies and DWR acceptance of the Consultant's previous Urban Water Management Plans is important.

5. Current Workload of Consultant

Of particular interest to the City is the consulting firm's capability to staff this project adequately to meet scheduling requirements. Adequacy of the consultant's technical resources, including staff and office facilities and sufficiency of technical and clerical support staff to properly complete the project is important.

6. Suitability of Project Schedule

Information furnished on the proposed work plan, organizational chart and labor-hour projections shall be closely considered to establish whether the consultant is capable of completing the work with available staff in a timely manner.

7. Cost

The City shall consider cost as part of the evaluation criteria. Low cost is not essential to win; however, large cost differentials between respondents shall be carefully examined. Cost shall be used as a final indicator for determining the finalist when all other criteria have been normalized.

8. Conciseness

Consultants are encouraged to limit their information to that directly pertinent to the completion of the project. Promotional or other unsolicited materials shall not be submitted. Elaborate proposals with company brochures, non-related project pictures, etc., are discouraged. The proposal is limited to 25 pages, excluding resumes and other similar material which may be placed in the Appendix.

VI. RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals shall be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selective proposals as a basis.

VII. INSURANCE REQUIREMENTS

The insurance requirements are set forth in the City's Standard Consultant Services Agreement and General Provisions as attached on Exhibit "B".

VIII. PROPOSAL SUBMISSION REQUIREMENTS

Proposals are due on or before **4 PM PDT on Thursday, July 9, 2015**, at the following address:

Mr. Jarod Thiele, Project Analyst
Department of Public Works
City of Ukiah
300 Seminary Ave
Ukiah, California 95482-5400

Proposers shall submit five (5) copies of the proposal. All proposals shall be in accordance with the instructions for preparing proposals as set forth herein.

All shipping containers for the proposals shall be clearly marked on the outside as follows:

[INSERT NAME OF PROPOSER] Proposal to the City of Ukiah for the
Preparation of a 2015 Urban Water Management Plan

The delivery of the proposals to the City of Ukiah on the above date and prior to the specified time is solely the responsibility of the proposer. The City shall not be responsible for delays caused by the U.S. Postal Service or any private delivery service. Proposals delivered after the specified time shall not be accepted and shall be returned unopened to the submitting proposer with the notation, "This proposal was received after the delivery time designated for the receipt and opening of the proposals". No faxed responses shall be accepted.

IX. OTHER PROCUREMENT TERMS AND CONDITIONS

A. Period of Validity/Binding Offers

All priced proposals shall be deemed to remain valid for a minimum period of sixty (60) days after their submittal date. No priced proposal may be modified or withdrawn by any qualified respondent within such sixty (60) day period without the prior written consent of the City.

B. Interpretations and Addenda

No interpretation, explanation or clarification of this RFP, including without limitation, the Appendices hereto, by any official, employee, consultant, attorney or other representative of the City shall be considered authoritative or binding on the City unless contained in a written addenda to this RFP. The City shall not be bound by any information, explanation, clarification or any interpretation, oral or written, by whoever made that is not incorporated into a written addendum to this RFP. All addenda shall be distributed to each interested firm or qualified respondent (as applicable). All such addenda shall become part of this RFP and all interested parties or qualified Respondents (as applicable) shall be bound by such addenda.

C. Prohibited Contacts

All Respondents, including persons affiliated with, or in any way related to them, are prohibited from contacting the City, the City's employees, consultants or attorneys, on any matter relating to this RFP other than as contemplated herein. Failure of any Respondent to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal. Any and all contacts with such persons associated with the City shall be made only through and in coordination with:

Mr. Jarod Thiele, Program Analyst
Department of Public Works
City of Ukiah
300 Seminary Ave
Ukiah, California 95482-5400
(707) 463-6755
(707) 463-6204 (fax)
email address: jthiele@cityofukiah.com

D. Expense of Proposal Preparation

The City accepts no liability under any circumstances for any costs or expenses incurred by respondents in acquiring, clarifying, or responding to any condition, request or standard contained in this RFP, any addenda, or any revised RFP, including without limitation, meetings. Each respondent that participates in this procurement process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, and each respondent shall indemnify and hold harmless the City from and against any claims (including any costs and attorney's fees) for such reimbursement, directly or indirectly, made by or on behalf of such respondent.

E. Rights of the City

This RFP constitutes an invitation to submit a proposal to the City. This RFP does not obligate the City to procure or contract for the scope of services set forth in this RFP. Without limitation, the City, including its agents and designated representatives, reserves and holds at its sole discretion, the following rights and options:

1. To waive any minor informalities in a proposal;
2. To prepare and issue modifications and/or addenda to the RFP prior to the receipt of a proposal that may expand, restrict, or cancel any portion or all work described in this RFP;
3. To receive questions from respondents and to provide such answers as it deems appropriate;
4. To reject any and all proposals and other submittals;
5. To change the date for receipt of proposals or any deadlines and dates specified in this RFP and other submittals;
6. To conduct investigations with respect to the information provided by each respondent and to request additional information to support such respondents responses and submittals;
7. To seek clarification of proposals and other submittals from such respondents;

8. To select the respondent that in the sole judgement of the RFP evaluation committee has the most advantageous proposal, from a responsible and responsive standpoint taking into consideration price and the evaluation criteria set forth in this RFP; and
9. To cancel this RFP with or without the substitution of another RFP.

F. Schedule

The tentative schedule of activities related to this RFP is as follows:

<u>Activity</u>	<u>Date</u>
RFP Mail-out	June 11, 2015
Deadline for Submission of Questions	June 25, 2015
Proposal Submittal Deadline	July 9, 2015
Evaluation Of Proposals	July 16, 2015
Consultant Selection Recommendation	July 21, 2015
Consultant Award	August 5, 2015
Project Starting Date	August 17, 2015
Project Completion Date.....	February 19, 2016

G. Property Rights

Proposals received within the prescribed deadline become the property of the City of Ukiah and all rights to the contents therein become those of the City.

H. Public Domain

All products used or developed in the execution of any contract resulting from this RFP shall remain the public domain at the completion of the contract.

I. Cancel Solicitation and Rejection of Any and All Proposals

The City reserves the right to cancel this solicitation and to reject, in whole or in part, any and all proposals and is not bound to accept any proposals if any proposals are deemed by the City, in its sole judgement, to not be in the best interest of the City. The City reserves the right to take any action with regard to this RFP and the facilities and services which are the subject of this RFP that it considers, in its sole judgement, to be in its best interest.

J. Outstanding Claims and Disputes

The City reserves the right to reject proposals from any respondent if such respondent, or any firm comprising such respondent, or any of its affiliates, or any of their respective officers, parents or subsidiaries, is the subject of, or is party to, any outstanding claim or financial dispute relating to contract performance with the City.

EXHIBIT "A"

SCOPE OF WORK

This scope of work consists of preparing a 2015 Urban Water Management Plan for the City of Ukiah (City). The objective for the urban water management plan is to fulfill the requirements of the California Urban Water Management Planning Act. This plan should be consistent with the 2015 Urban Water Management Plan Guidebook from the Department of Water Resources.

The scope of work tasks shall provide a plan that is in conformance with the Urban Water Management Plan Checklists and Worksheets provided by the California Department of Water Resources.

Task 1. Detailed Water Management Plan Outline

Before starting the detailed preparation of the urban water management plan, a detailed outline shall be prepared for review with City staff. The goal is to reach a consensus regarding the detailed outline, structure, and content of the plan.

Task 2. Data Collection and Review

Pertinent information needed to prepare the urban water management plan shall be collected and reviewed. A written data request shall be submitted to the City. The data and the prior plan shall be reviewed to allow the team to become acquainted with the service area, existing sources of supply, transmission and distribution facilities, existing system operations, historical demands, potential sources of supply, and any other information as required to prepare the urban water management plan.

Task 3. Description of Water System (Supplier Service Area)

The characteristics of the water system including geographic location, demographic information, customer description, climate, system facilities, and sources of supply shall be described. The Consultant shall utilize as much as possible the information in the last plan prepared for the City. The following subtasks describe the work for this task.

Task 3.1–Prepare Service Area Map

A color map for inclusion in the plan as a report figure depicting the service area and principal features of the water system shall be prepared.

Task 3.2–Describe Existing Water Systems

A description of the climate, geography, and characteristics of the water system shall be presented. The physical characteristics of the water system, including significant supply and distribution facilities, shall be described.

Task 3.3–Describe Existing and Future Land Use and Population

Existing and future population, dwelling units, and employment shall be quantified using available census data and other information sources. The number of existing customers broken down by customer category shall be presented.

Task 4. Agency Coordination

The Consultant shall coordinate preparation of the plan with appropriate agencies, including other water suppliers, water management agencies, and relevant public agencies.

Task 5. Water Use

Past and current water use shall be quantified and projected in 5-year increments to 25 years, identifying the uses among water use sectors. The following subtasks describe the work for this task.

Task 5.1–Describe Existing Water Use Characteristics

Existing and historical water use shall be defined in terms of annual demand and by user class. Unit water demands (gallons/capita/day) for each major user class (residential, commercial, industrial, public), and indoor and outdoor water use shall be presented.

Task 5.2–Develop Future Water Requirements

Future water requirements shall be expressed for each 5-year increment to 25 years and for build out conditions.

Task 6. Water Supplies

The existing and planned sources of water available to the City in 5-year increments to 25 years or as far as data are available shall be identified and quantified. These sources include local water supplies (groundwater, surface water, recycled water, other), imported water supplies (local and regional water wholesalers and interconnections with neighboring systems), and potential water supplies from any other source. The potential for water supplies from desalination shall be defined. The groundwater supplies shall be also defined.

Task 6.1–Transfer or Exchange Opportunities

Opportunities for exchanges or transfers of water on a short-term or long-term basis for each water system shall be described.

Task 6.2–Inconsistent Water Source

For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality or climatic factors, plans to replace that source with alternative sources or water demand management measures to the extent practicable shall be described. The factors that make a water source inconsistent shall be explained. Actions to remove factors that prevent a consistent water supply and/or possible water supplies that could replace inconsistent supplies shall be described.

Task 6.3–Three-Year Minimum Water Supply

An estimate of the minimum water supply available during a 3-year dry period shall be provided.

Task 6.4–Water Supply Reliability

The reliability and vulnerability of the water supply to seasonal or climatic shortage shall be described.

Task 6.5–Water Supply Reliability Comparison

Water supply reliability data shall be presented for an average water year, a single dry water year, and multiple dry water years, based on historical water supply data.

Task 7. Recycled Water Potential

The plan shall include a description of the wastewater collection and treatment systems in the service area and the potential for use of recycled water. This task shall be coordinated with the Recycled Water Master Plan. This plan is currently being drafted.

Task 7.1–Wastewater Generation, Collection, and Treatment

The plan shall provide quantification of the current and projected future amounts of wastewater collected and treated in the service area.

Task 7.2–Wastewater Disposal and Recycled Water Uses

Recycled water and its potential for use as a water source in the service area shall be addressed. The plan shall describe methods of wastewater disposal in the service area. The plan shall also include a description of the recycled water currently being used in the service area, including the type, place, and quantity of use. Potential uses of recycled water shall be identified and quantified. The technical and economic feasibility of serving those uses shall be determined based on information available from the local wastewater agency. The use of recycled water within the service area shall be projected for 5, 10, 15 and 25 years.

The work under this task shall be based on information and evaluations available from the local wastewater agencies.

Task 8. Water Supply and Demand Comparison

The total water supply shall be compared to total projected water use. This water supply and demand comparison shall compare the total water supply sources available with the total projected water use over the next 25 years, in 5-year increments, for a normal water year, a single dry water year, and multiple dry water years.

Task 9. Evaluation of Water Conservation Best Management Practices

This task consists of presenting an economic evaluation of water conservation best management practices (BMPs). An economic evaluation shall be conducted only for those BMPs not proposed for implementation. The following subtasks describe the work for this task.

Task 9.1–Summarize Water Management Accomplishments

The Consultant shall summarize the water management activities conducted in the system.

Task 9.2–Define Water Management Programs

Current and recent water management programs implemented by the City shall be documented based on information provided by the City.

Task 9.3–Develop Cost Estimates

Cost estimates for each of the water management programs to be evaluated shall be prepared. Costs shall be expressed as capital, operations and maintenance, present worth, and cost per acre-foot of supplied water.

Task 9.4–Estimate Water Savings

Water savings from each of the BMPs to be evaluated shall be estimated. Data sources shall include the estimates of reliable water savings for BMPs including the *Memorandum of Understanding Regarding Urban Water Conservation in California* (MOU) and data prepared by others.

Task 9.5–Prepare Economic Analysis

An economic analysis of conservation measures not proposed for implementation shall be prepared for the water system. The costs of the water management program shall be

summarized. Dollar savings from reduced water demand shall be quantified. A benefit/cost analysis shall be prepared. A summary of the benefit/cost ratio of each water management program alternative shall be provided. Water management programs shall be recommended for implementation.

Task 9.6–Summary of Water Management Programs Considered But Not Recommended

The Consultant shall describe programs that were considered but not recommended. The reasons why these programs were not recommended shall be discussed.

Task 10. The Adopted Water Shortage Contingency Plan Shall Be Reviewed

An urban water shortage contingency plan shall be reviewed. The Consultant shall identify and evaluate actions to be undertaken to prepare for and implement during a catastrophic interruption of water supplies, including a regional power outage, an earthquake, or other disaster.

The water shortage contingency analysis shall include actions in response to water supply shortages including up to a 50-percent reduction in water supply. Stages of action to be undertaken by the City shall be described, including a description of water supply conditions for each stage.

The adopted water shortage contingency plan shall be reviewed and minor revisions shall be made as necessary.

Task 11. Plan Preparation

Task 11.1–Draft Plan

A draft plan shall be prepared for the water system incorporating the results of the above tasks. The Consultant shall submit first and second draft plans. Five copies of the first draft plan and twenty copies of the second draft plan shall be submitted to the City.

Task 11.2–Final Plan Document

Based on the results of the public hearing, the final plan shall be prepared. Twenty copies of the final plan shall be submitted, as well as one electronic copy.

Task 12. Meetings

The Consultant shall attend up to a minimum of two meetings with City staff to review work progress and present results.

Task 13. Public Participation

As required by the Urban Water Management Planning Act and subsequent amendments, a public hearing regarding the water management plan must be conducted. The Consultant shall prepare for and attend one public workshop/meeting for presentation of draft Water Shortage Contingency Plan and draft 2015 Urban Water Management Plan. The Consultant shall prepare for and attend a minimum of two public presentations at a City Council meeting in conjunction with adoption of the Water Shortage Contingency Plan and 2015 Urban Water Management Plan. The City shall be responsible for posting public notification for all hearings.



INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) 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 Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. 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. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

- A. 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 Consultant 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 Consultant's insurance, or as a separate owner's policy.

B. **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. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect 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 in excess of the Consultant's insurance and shall not contribute with it.

D. 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.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this _____ day of _____, 2008 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B,

which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination 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 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant 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 including operations, products and completed operations. 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.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

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 Consultant 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 and Automobile 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 Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant'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 in excess of the Consultant'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 Consultant'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. Worker's Compensation and 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 Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. 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 admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant 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 Consultant 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 Consultant 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 Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

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

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH _____
 DEPT. OF _____
 300 SEMINARY AVENUE _____
 UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

 Date

PRINT NAME: _____

 IRS IDN Number

CITY OF UKIAH

BY: _____

 Date

CITY MANAGER

ATTEST

 CITY CLERK

 Date



June 25, 2015

ADDENDUM NO. 1

Subject: DESIGN SERVICES FOR PREPARATION OF THE 2015 URBAN WATER MANAGEMENT PLAN FOR THE CITY OF UKIAH

To all Prospective Consultants:

Attached herewith is ADDENDUM NO.1 for the subject project.

THE PROJECT COMPLETION DATE AS SHOWN ON PAGE 8 WILL BE EXTENDED TO MAY 1, 2016.

The proposal due date for this project will still be: **JULY 9, 2015 AT 4:00pm.**

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all consultants have received same.

It should be noted it is the responsibility of the consultant to notify all prospective sub consultants of any and all changes.

Sincerely,

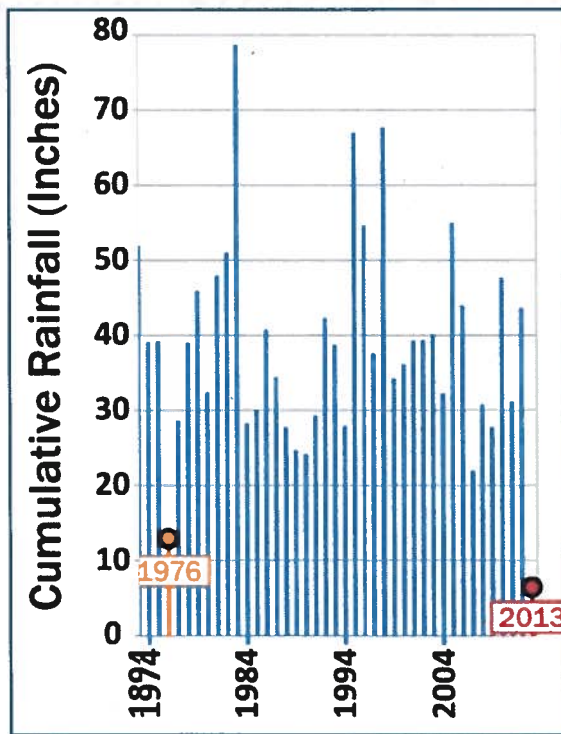
Jarod L. Thiele
Public Works Project Analyst

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: _____



PROPOSAL

CITY OF UKIAH

2015 Urban Water Management Plan



SECTION A

Transmittal Letter and Acknowledgement of Addenda

WEST YOST ASSOCIATES

July 9, 2015

Mr. Jarod Thiele, Project Analyst
Department of Public Works
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400



SUBJECT: Request for Proposals —2015 Urban Water Management Plan

Dear Mr. Thiele:

Over the last several years, Urban Water Management Plans (UWMPs) have assumed a very important role in water supply planning and management for communities in California. UWMPs have become the foundational documents which cities and water agencies use to develop water supply assessments, demonstrate compliance towards required water use targets, and other key water supply reliability documents to support water service to adopted General Plans and established Spheres of Influence.

But with the current unprecedented water supply conditions in California, development of the 2015 UWMPs comes at a pivotal time. Current drought conditions have resulted in unprecedented State mandates for water conservation and have led to the passage of the Sustainable Groundwater Management Act of 2014. These actions will impact all water suppliers and all water users in the State and must be addressed in the City of Ukiah's (City's) 2015 UWMP. With the improving economy statewide, the need for reliable water supplies to serve existing customers, as well as new development, is more critical than ever. Also, 2015 is the first compliance year for the interim water use targets required by the Water Conservation Act of 2009 (SBx7-7). However, these issues also provide the City the opportunity to clearly identify the reliability of their existing supply sources and compare supplies to projected demands, so that the quantity of available supply that can be considered for potential transfer can be determined.

The Right Team – Success on the 2015 UWMP requires an experienced and effective project team that will work collaboratively with the City to prepare a meaningful 2015 UWMP which meets the California Water Code requirements and California Department of Water Resources guidelines and meets the City's current and future water supply planning needs. West Yost Associates (West Yost) has that team, consisting of uniquely-qualified individuals that have an extensive record of successfully preparing UWMPs—all of the 2010 UWMPs prepared by West Yost were deemed complete by DWR without any required revisions or questions.

Elizabeth Drayer will be the Project Manager and will be your direct point of contact with the West Yost team, responsible for directing the work of the West Yost project team and collaborating with City staff. Elizabeth has over 25 years of experience and has worked with several cities and water agencies on their UWMPs and SBx7-7 compliance, several in the North Bay.

Working with Elizabeth on this project will be: **Jim Connell** who will lead the development of the 2015 UWMP; **Amy**

PROJECT MANAGER

Elizabeth Drayer, P.E.

6800 Koll Center Parkway, Suite 150

Pleasanton, CA 94566

edrayer@westyost.com

(925) 461-6793 direct

(925) 426-2580 office

Kwong who will lead the SBx7-7 compliance task; **Andy Rodgers** who will lead the public outreach task (with assistance from **Daria Isupov**) and assist with identification and coordination with key stakeholders; and **Gerry Nakano** who as Principal-in-Charge will oversee the project to ensure that West Yost's resources are made available to meet your project's technical and schedule objectives and will also be responsible for Quality Assurance and Quality Control, and will review all work products to ensure that all of our deliverables meet your needs and exceed your expectations.

The Right Approach – West Yost has prepared a project approach which includes a clear plan and focused methodology for completing the 2015 UWMP which addresses current water supply issues and involves City staff in key project activities. The following lists key highlights of our approach:

- Leverages our **knowledge and understanding** of the City's water supply and water system issues to efficiently prepare the City's 2015 UWMP;
- Provides a **coordinated approach** to preparing the City's 2015 UWMP in conjunction with the DWR's anticipated release of the final Guidebook for Preparation of the 2015 UWMPs;
- Includes a **tailored methodology** for the City's compliance with SBx7-7; and
- Maximizes and **makes best use of City Staff's limited time.**

As Principal-in-Charge for this project and Vice President of West Yost, I am authorized to commit the firm to contractual agreements. West Yost has reviewed the City's Standard Professional Services Agreement and our suggested revisions/discussion items with City staff are shown in Section F. However, we are very confident that we will be able to enter into an agreement with the City for this project. As requested in your RFP, our fee proposal is provided in a separate sealed envelope. Also provided in Section A.1 is our signed acknowledgment of our receipt of Addendum No. 1.

This year marks West Yost Associates' 25th year of providing high-quality, responsive services to our clients and we are excited at the prospect of working with you on this important project for the City. We are available to meet with you to further discuss our approach for completing your 2015 UWMP.

Please contact me at (925) 426-2580, if you have any questions regarding our proposal.

Sincerely,

WEST YOST ASSOCIATES


Gerry S. Nakano, P.E.
Vice President


Elizabeth T. Drayer, P.E.
Project Manager

GSN:ETD:mcg

Acknowledgement



June 25, 2015

ADDENDUM NO. 1

Subject: DESIGN SERVICES FOR PREPARATION OF THE 2015 URBAN WATER MANAGEMENT PLAN FOR THE CITY OF UKIAH

To all Prospective Consultants:

Attached herewith is ADDENDUM NO.1 for the subject project.

THE PROJECT COMPLETION DATE AS SHOWN ON PAGE 8 WILL BE EXTENDED TO MAY 1, 2016.

The proposal due date for this project will still be: **JULY 9, 2015 AT 4:00pm.**

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all consultants have received same.

It should be noted it is the responsibility of the consultant to notify all prospective sub consultants of any and all changes.

Sincerely,

Jarod L. Thiele
Public Works Project Analyst

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: Date: July 9, 2015

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 • Fax: (707)463-6204 • www.cityofukiah.com



SECTION B

Project Approach

WEST YOST ASSOCIATES

Project Approach

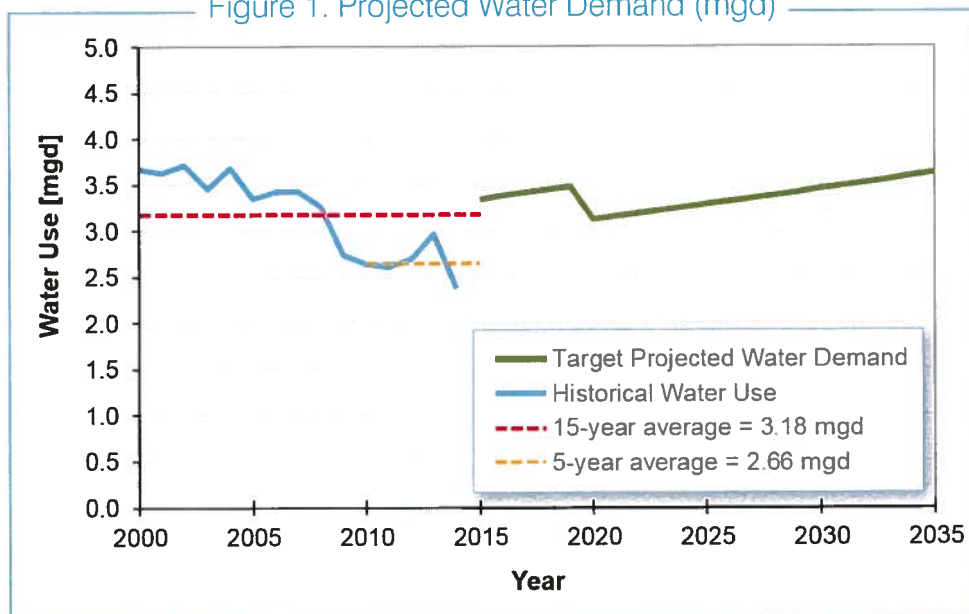
The City of Ukiah (City) is responsible for ensuring that adequate, reliable water supplies are available to meet the current and future water demands of its residents and businesses. Because the City serves more than 3,000 customers (service connections), the City is subject to the requirements of the Urban Water Management Planning Act and the City's water supply planning efforts must be documented in an Urban Water Management Plan (UWMP) which meets California Water Code requirements and California Department of Water Resources (DWR) guidelines. An UWMP is intended to assist agencies with planning for and meeting future water demands from their systems. In recent years, the UWMP has evolved from a basic regulatory requirement to an important planning tool for water agencies in California. While still a regulatory requirement, UWMPs now provide an important foundation for water supply planning and a basis for Water Supply Assessments to ensure that there are adequate and reliable water supplies to meet the needs of existing and future water customers. The next UWMP update is due to the California Department of Water Resources (DWR) by July 1, 2016.

The City of Ukiah currently serves a population of approximately 16,000 people through approximately 5,700 accounts. Historical water usage for the last 15-years (2000 – 2014) has averaged about 3,550 acre-feet per year (~3.18 million gallons per day (mgd)). However, recent water conservation efforts by the City's water customers in response to the on-going drought and the recent economic downturn have reduced the City's demands. The City's average water production over the last 5-year period from 2010 through 2014 showed a use of only about 2,970 acre-feet per year, or 2.66 mgd, which translates into about a 16% reduction in production over the 15-year average (see **Figure 1**).

The issues of on-going drought and the economic downturn have made water supply planning and water resources management even more challenging, and the 2015 UWMP Update is a critical component

of the City's overall planning activities for ensuring the City's future vitality and sustainability. Because of the City's abundant water supplies and rather flat growth projections, the City's 2015 UWMP can also provide the basis for identification of potentially available surplus supplies that could be transferred.

Figure 1. Projected Water Demand (mgd)



The 2015 Urban Water Management Plan (UWMP) will help to support the City's long-term water supply planning and water resources management, and ensure that adequate water supplies are available to meet existing and future water demands.

The key objectives for the City's 2015 UWMP are as follows:

- Review and update the City's water demand projections through the Year 2040;
- Review and evaluate the availability and reliability of the City's water supplies to meet projected water demands through the Year 2040 under Normal Year, Single Dry Year and Multiple Dry Year conditions;
- Evaluate the potential impacts of the Sustainable Groundwater Management Act of 2014 on the City's future groundwater use and availability;
- Review and evaluate previously adopted 2015 interim and 2020 final per capita water use targets in compliance with the Water Conservation Act of 2009 (SBx7-7);
- Describe the City's current and planned Demand Management Measures and update these as necessary to meet the City's adopted SBx7-7 per capita water use targets and comply with recent State-mandated water conservation measures;
- Review the City's Water Shortage Contingency Plan to determine if it meets California Water Code requirements and DWR guidelines, and complies with the Governor's recent Executive Order regarding mandated water conservation measures;
- Comply with California Water Code requirements and be consistent with DWR's Guidebook for the Preparation of 2015 UWMPs (anticipated to be finalized by DWR in Fall 2015);
- Coordinate plan preparation with neighboring water districts and conduct public hearings to solicit public comment;
- Have a Final 2015 UWMP adopted by the Ukiah City Council and submitted to DWR by the July 1, 2016 deadline; and
- Have DWR provide the City with a letter acknowledging that the City's 2015 UWMP addresses the requirements of the California Water Code.

West Yost provides a project approach which includes a clear plan and focused methodology for completing the scope of work to address the City's key project issues.

Our approach:

Leverages our knowledge and understanding of the City's water supply and demands to efficiently prepare the City's 2015 UWMP;

Provides a coordinated approach to preparing the City's 2015 UWMP in conjunction with the DWR's anticipated release of the final Guidebook for Preparation of the 2015 UWMPs;

Includes a tailored approach for compliance with SBx7-7 (the Water Conservation Act of 2009); and

Maximizes and makes best use of City Staff's limited time and resources.



Leverage our Knowledge and Understanding of the City's Water Supply and Demands, and Our UWMP and SBx7-7 Experience

West Yost is familiar with the City's water supplies, composed of both groundwater under the influence of surface water (Permit 12952, pre-1914 rights and water obtained from the Mendocino County Russia River Flood Control and Water Conservation Improvement District), and groundwater, based on our review of the City's 2010 UWMP and Appendix C, Technical Memorandum of Water Supply Rights and Reliability. Our work with other agencies within the Russian River watershed provides us with specific knowledge of the availability and reliability of water supplies in the region. In addition, the Project Team brings the City tremendous experience in evaluating 2015 interim and 2020 final recommendations for SBx7-7 per capita water use compliance targets. We will use this knowledge and experience to complete the 2015 UWMP within the schedule and budget established for this project, and obtain a letter of completeness from DWR for the City's 2015 UWMP.

One of the key issues to discuss and work out with the City will be an updated estimate of the City's future population projection. **Figure 2** presents the City's updated 2011 to 2014 population and the future estimated population based on a 1 percent annual growth rate, consistent with the 2010 UWMP assumption. As can be seen in Figure 2, the projected 2035 population projection is now slightly lower than estimated in the 2010 UWMP. This lower population estimate – when multiplied by the target gpcd water use factor – will lead to a slightly lower total projected water use, which will allow more water to potentially be transferred to others.

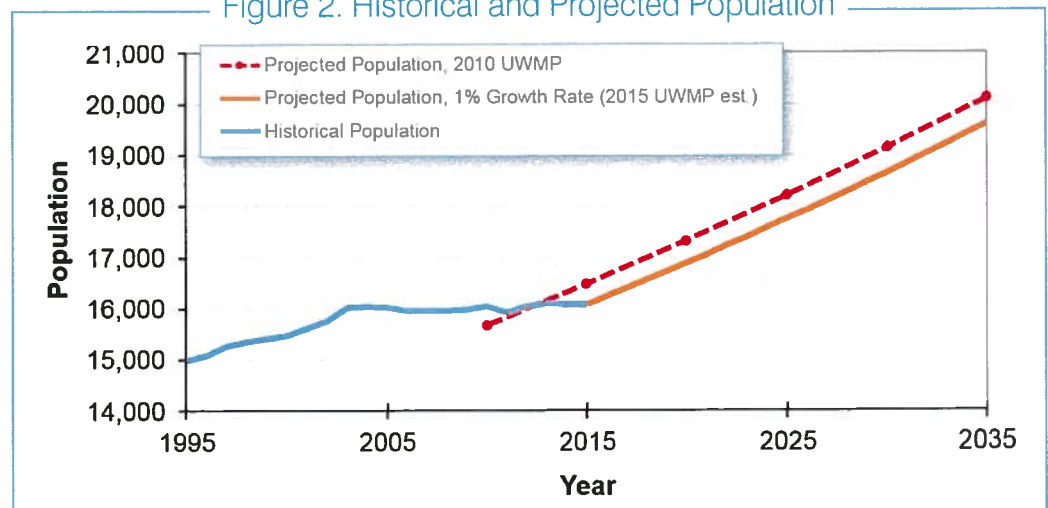
West Yost's Coordinated Approach for Preparing the City's 2015 UWMP

The primary goal of the City's 2015 UWMP is to prepare a meaningful and useful planning document which meets the applicable requirements of the California Water Code and follows the guidelines for 2015 UWMPs as currently being prepared by DWR. West Yost has been closely following DWR's progress in the development of the Guidebook for the Preparation of 2015 UWMPs including participating in DWR webinars and reviewing draft guidebook sections as they have been released by DWR. West Yost knows and understands DWR's pending 2015 UWMP requirements and has excellent relationships with DWR staff to obtain clarifications as needed.

Based on our past experience in preparing UWMPs and SBx7-7 compliance, review of draft DWR guidebook sections, and with the anticipated finalization of the DWR guidebook in the summer/fall of 2015, West Yost anticipates that work on the City's 2015 UWMP can start quickly and efficiently.

All of the 2010 UWMPs prepared by West Yost were deemed "Complete" by the Department of Water Resources (DWR), with no required revisions or questions from DWR staff.

Figure 2. Historical and Projected Population

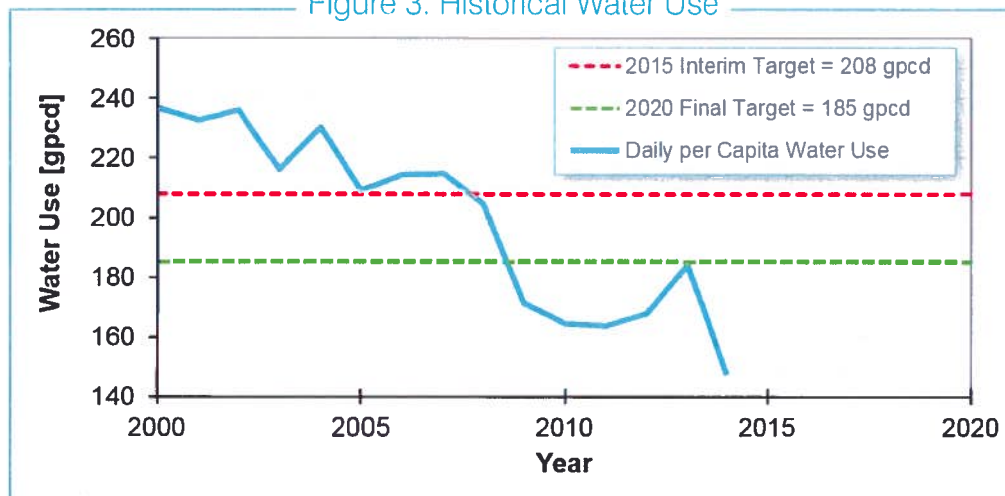


Our Tailored Approach for SBx7-7 Compliance

A key piece of successfully completing this project is evaluating the City's compliance with the requirements of SBx7-7 (the Water Conservation Act of 2009). The water demand projections in the 2015 UWMP must conform to the City's adopted SBx7-7 per capita water use targets for 2015 and 2020. Like most of our other clients, it is suspected that due to the on-going drought and economic decline that the City will be at or below the interim 2015 compliance target.

As shown on **Figure 3**, the City's actual gpcd's for 2010 through 2014 are **below both** the 2015 interim target and the 2020 final compliance target. However, as demands return to "normal" levels, will the City be able to achieve and maintain the 2020 gpcd target? We are anticipating that the City can provide us with compiled 2015 water use data by the end of January 2016 so that we can confirm compliance with the SBx7-7 per capita water use target for 2015.

Figure 3. Historical Water Use



Maximize and Make Best Use of City Staff's Limited Time

The successful preparation of an Urban Water Management Plan requires a collaborative relationship between the consulting team and City staff throughout the planning process. City staff has an excellent knowledge base regarding the existing water utility infrastructure, operations, and management, as well as a solid body of past planning data.

Through our past work with City staff on the Russian River Watershed Association, we have established strong working relationships. However, we also know that City staff are extremely busy and have limited time to dedicate to this project. Our approach includes comprehensive data requests (to "fill in the missing gaps, as we already have a significant portion of the 2011 through 2014 data and will only need to collect 2015 water supply and water use data to confirm SBx7-7 compliance) and focused meetings at key project milestones to solicit City staff input and concurrence

with evaluation assumptions and findings. West Yost is confident that this partnering approach will produce a well-crafted 2015 UWMP that will be of great value to the City.

All project work will be managed by Elizabeth Drayer, including project execution,

invoicing, coordinating work of the team and communicating the progress of the work to the City. Our internal project management protocol includes monthly check-ins by a firm Principal to identify and resolve issues as they arise, before they impact the project, and a formal quality assurance/quality control review process for all product deliverables.



2015 UWMP Content and Format

The California Water Code defines the required information to be included in the UWMP. The following activities are outlined to correspond with the Water Code and the DWR Guidebook for the Preparation of 2015 UWMPs (DWR Guidebook (currently being prepared by DWR), to facilitate the 2015 UWMP update. The 2015 Update is to be divided into ten (10) pre-determined sections, with the majority of the work effort concentrated in Sections 3 through 7, regarding supply and demands, Section 8, Water Shortage Contingency Planning, and Section 9, Demand Management Measures.

It should be noted that the UWMP sections, titles, and content described below are based on the preliminary information currently posted on the DWR 2015 UWMP webpage regarding the requirements for the 2015 UWMPs. The DWR Guidebook is anticipated to be finalized in the summer/fall of 2015 and may include additional requirements not listed here. Upon release of the final DWR Guidebook, specific requirements for the 2015 UWMP will be confirmed.

Section 1. Introduction and Overview

This section will describe the preparation of the 2015 UWMP, and describe its contents and organization.

Section 2. Plan Preparation

This section will describe the coordination between agencies to develop the UWMP and the UWMP adoption, submittal and implementation. All urban water suppliers are required to “notify the city and county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.” West Yost will coordinate with the City to identify agencies and appropriate interested stakeholders (including but not limited to the Millview County Water District, Willow County Water District, Mendocino County Russian River Flood Control and Water Conservation Improvement District, Local Agency Formation Commission) to be notified of the preparation of the UWMP update.

Section 3. System Description

This section will describe the City’s service area and will include updated information on current and projected population, climate, and other demographic factors affecting City water management planning. The City’s 2010 Water System Master Plan Update will provide much of the background information for this section, with updates as needed from other recent planning documents and City staff.

Section 4. System Demands

This section will summarize historical and projected City demands by customer type over the next 25 years (to 2040). Projected water demands will include both potable and non-potable demands, estimated distribution system losses, and low income household demands. Demand projections will incorporate reductions in urban water use to comply with SBx7-7 targets. Water loss tracking and reporting will also be included in this section.

Section 5. Baseline and Targets

This section will summarize the City’s actual per capita water use (gpcd) compared to the adopted interim 2015 target of 208 gpcd and report on the City’s compliance. This section will also re-evaluate the City’s previously adopted 2020 gpcd target of 185 gpcd.

Section 6. System Supplies

This section will summarize the City’s water supplies as evaluated in Task 3, including a description of water sources, and water rights for existing and potential water supplies including: surface water supplies, groundwater supplies, transfer opportunities, desalinated water opportunities, recycled water opportunities and any planned future water projects. The City’s 2010 UWMP and Appendix C, coupled with discussions with City staff will provide the information for this section, as updated in Task 3.

Section 7. Water Supply Reliability

This section will describe the availability and reliability of the City’s water supplies as evaluated in Task 3. Reliability estimates will be made for supply during normal years, single dry years, and multiple dry years, drawing upon available



information from the City's previous 2010 UWMP. West Yost will compare water supply and water demand projections through the year 2040, to ensure that a minimum 20 year planning horizon is covered (to comply with any possible water supply assessments that will be completed by 2020). This evaluation will also provide the City with a realistic estimate of the reliable supplies that could possibly be made available for transfer on either or both a long-term and short-term basis.

Section 8. Water Shortage Contingency Planning

This section will review, evaluate and describe the City's Water Shortage Contingency Plan (Plan), as discussed in Task 5. The Plan includes the following required elements:

- Identification/documentation of water shortage stages of action, including triggers and water use reduction goals for each stage;
- An estimate of the minimum water supply available during each of the next three water years based on the driest three year historic sequence for the City's water supply;
- Actions to be undertaken by the City to prepare for, and implement during a catastrophic interruption of water supplies including a regional power outage, an earthquake or other disaster;
- Description of specific mandatory prohibitions and water use restrictions associated with each stage of action;
- Consumption reduction methods in the most restrictive stages;
- Penalties or charges for excessive use, where applicable;
- Revenue and expenditure analysis evaluating potential revenue decreases during water conservation periods and evaluating the need for and magnitude of water rate increases to offset revenue decreases; and
- Mechanisms to measure actual reductions in water use pursuant to the urban water shortage contingency analysis.

The City's current Water Shortage Emergency Plan will serve as the initial building block for review of the Plan, along with consideration of recent State-mandated water conservation measures.

Section 9. Demand Management Measures

This section describes the City's Demand Management Measures (DMMs) as evaluated and summarized in Task 4. The 2015 UWMPs are anticipated to have a revised focus on specific DMMs implemented by each agency. Specifically, the 2015 UWMP will need to include a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years, as well as the water demand management measures that the City plans to implement to achieve its SBx7-7 water use targets.

West Yost will rely on information obtained from the City's ongoing water conservation program coordinator for documentation of the City's DMMs. West Yost will work with City staff to collect the required data, and interview City staff as needed regarding the City's proposed development of future conservation programs.

Section 10. Plan Adoption, Submittal, and Implementation

This section describes the City's adoption of the 2015 UWMP and submittal to DWR, including a description of the public hearing process. Plan implementation will include a summary of proposed activities and actions described in other sections of the UWMP.

Climate Change and Water Energy

Based on DWR's Draft Guidebook, inclusion of climate change and water energy issues in the 2015 UWMP is optional. Therefore, West Yost has not included the preparation of these sections in our current proposed scope and budget. If the City wishes to include these sections, West Yost can add this to our scope and budget during contract negotiations or do so at a later date with an appropriate scope and budget augmentation to be authorized by the City.

West Yost prides itself on the clarity and completeness of all of our work products. All of our UWMPs are organized to follow DWR guidelines, cite water code requirements and cross-reference DWR-required tables to ensure compliance with California Water Code requirements and DWR guidelines and streamline DWR's review and acceptance of the UWMP.

Anticipated Tasks

Anticipated tasks for the preparation of the City’s 2015 UWMP are outlined on the following pages. Upon selection of West Yost by the City, these tasks can be refined as requested during scope and budget negotiations to meet any specific needs.

WEST YOST TASK NUMBER	CITY TASK NUMBER	SPECIFIC WORK ITEMS	DELIVERABLES	EXPECTED SUPPORT FROM CITY STAFF
1. Data Collection and Review Objective: Collect and review available data for the preparation of the City’s 2015 UWMP	2. Data Collection and Review	■ Prepare and submit initial list of requested data to City prior to kick-off meeting (including but not limited to previous related studies, water service area statistics including number of connections by customer sector and population served, historical and projected water use by customer sector, historical and projected water production by source, documented cutbacks in water supply, low income housing projections, current and planned demand management measures and other water conservation program data, projected future recycled water use). Data requested in electronic format if available. ■ Attend in-person kickoff meeting to discuss data request and approach for project. ■ Track data collection effort indicating data received and outstanding. ■ Submit a second data request in early 2016 for 2015 calendar year water use and production data, for use in confirming compliance with adopted SBx7-7 targets for 2015 (see Task 4).	■ Initial Data request list for UWMP preparation ■ Data request for 2015 water use data (in January 2016)	■ Attend project kickoff meeting ■ Provide requested data in a timely manner
2. Demand Analysis Objective: Evaluate historical, current and projected water demands through the Year 2040	3.3. Describe Existing and Future Land Use and Population Projections 5. Water Use	■ Evaluate historical and current water demands by customer sector. ■ Develop Future water requirements. ■ Reconfirm SBx7-7 baseline values with 2010 Census data. ■ Calculate SBx7-7 per capita water use (2010 through 2015). ■ Project future water demands by customer sector through the year 2040 (including those for low income single family and multi-family residential units) (it should be noted that water demand projections included in the UWMP are to be consistent with adopted SBx7-7 per capita water use targets, Task 4). ■ Prepare and submit Draft Summary of Water Demand Analysis. ■ Conduct conference call to discuss City comments. ■ Incorporate City Comments and finalize summary of Water Demand Analysis for inclusion in Admin Draft UWMP (see Task 6).	■ Draft Summary of Water Demand Analysis (for City review and comment) ■ Final Summary of Water Demand Analysis (to be submitted as part of Admin Draft UWMP – see Task 6)	■ Review and provide consolidated comments on Draft Summary of Water Demand Analysis within two (2) weeks
3. Water Supply Analysis Objective: Evaluate historical, current and projected water supplies through the Year 2040 under Normal, Single Dry and Multiple Dry Year hydrologic conditions	6. Water Supplies 7. Recycled Water Potential	■ Evaluate historical and current water supply sources and quantities. ■ Evaluate future water supply availability and reliability by source through the year 2040 for normal, single dry and multiple dry year hydrologic conditions. ■ Review opportunities for transfers or exchanges. ■ Review City’s planned/proposed use of recycled water, and timing. ■ Review wastewater generation, collection, treatment, and disposal. ■ Prepare and submit Draft Summary of Water Supply. ■ Conduct conference call to discuss City comments. ■ Incorporate City Comments and finalize Summary of Water Supply for inclusion in Admin Draft UWMP (see Task 6).	■ Draft Summary of Water Supply (for City review and comment) ■ Final Summary of Water Supply (to be submitted as part of Admin Draft UWMP – see Task 6)	■ Review and provide consolidated comments on Draft Summary of Water Supply within two (2) weeks
4. Demand Management Measures/GPCD Targets Objective: Evaluate current and planned DMMs and determine SBx7-7 targets for 2015 and 2020, and confirm compliance with 2015 target	9. Evaluation of Water Conservation BMP’s	■ Conduct in-person meeting with City Water Conservation Coordinator and other City staff to discuss current and planned DMMs and conservation programs. ■ Develop cost estimates and estimated water savings based on data provide to West Yost by City staff. ■ Prepare and submit Draft Summary of DMMs. ■ Conduct conference call to discuss City comments. ■ Incorporate City Comments and finalize Summary of DMMs for inclusion in Admin Draft UWMP (see Task 6). ■ Evaluate City’s compliance with the interim 2015 SBx7-7 water use target of 208 gpcd, and also review City’s future tracking with the final 2020 compliance target of 185 gpcd. ■ Prepare and submit Draft SBx7-7 TM. ■ Incorporate City comments and finalize SBx7-7 TM.	■ Draft Summary of DMMs (for City review and comment) ■ Final Summary of DMMs (to be submitted as part of Admin Draft UWMP – see Task 6) ■ Draft SBx7-7 TM (for City review and comment) ■ Final SBx7-7 TM (for use for adoption of SBx7-7 targets and included as an appendix to the UWMP)	■ Attend meeting to discuss current and planned DMMs and conservation programs ■ Review and provide consolidated comments on Draft Summary of DMMs within two (2) weeks ■ Review and provide consolidated comments on Draft SBx7-7 TM within two (2) weeks
5. Water Shortage Contingency Plan Objective: Prepare a Water Shortage Contingency Plan that meets California Water Code requirements, including the Governor’s recent Executive Order for water conservation	10. Review Adopted Water Shortage Contingency Plan	■ Conduct in-person meeting with City staff to discuss current and planned water use restrictions. ■ Review the City’s current Water Shortage Emergency Plan and consider recent State-mandated water conservation measures. ■ Prepare and submit revised draft Water Shortage Contingency Plan which addresses supply shortages of up to 50% as well as catastrophic interruption of water supplies. ■ Incorporate City comments and finalize Water Shortage Contingency Plan.	■ Revised Draft Water Shortage Contingency Plan ■ Final Water Shortage Contingency Plan (to be submitted as part of Admin Draft UWMP – see Task 6)	■ Attend meeting to discuss water use restrictions and water and sewer rate study ■ Review and provide consolidated comments on Draft Water Shortage Contingency Plan within two (2) weeks

WEST YOST TASK NUMBER	CITY TASK NUMBER	SPECIFIC WORK ITEMS	DELIVERABLES	EXPECTED SUPPORT FROM CITY STAFF
6. Plan Preparation and Submittal Objective: Prepare a 2015 UWMP which meets California Water Code requirements and DWR guidelines and which is adopted by the Ukiah City Council for submittal to DWR by July 1, 2016	1. Detailed Outline of 2015 UWMP 3. Description of Water System 8. Water Supply and Demand Comparison 11. Plan Preparation	- Prepare detailed outline of 2015 UWMP for City review and comment. - Prepare service area map and describe existing systems. - Prepare Administrative Draft (Draft Plan) 2015 UWMP for City staff review and comment. - Conduct in-person meeting to discuss City comments. - Prepare Final Draft 2015 UWMP for public review and comment. - Prepare Final 2015 UWMP for consideration and possible adoption by Ukiah City Council and submittal to DWR prior to July 1, 2016. - Assist City staff with response to questions/comments from DWR (for budgeting purposes up to 4 hours has been assumed).	- Administrative Draft (First Draft) UWMP (5 copies) for City review and comment - Final Draft (Second Draft UWMP (20 copies) for public review and public hearing - Final UWMP (20 copies) for City Council adoption and submittal to DWR and State Library	- Review and provide consolidated comments on Admin Draft UWMP within two (2) weeks - Attend meeting to discuss comments on Admin Draft (First Draft) UWMP - Distribute Final Draft (Second Draft) UWMP copies to City offices, County, key stakeholders and others - Distribute Final UWMP copies to City offices and County and submit to DWR and State Library
7. Public Outreach Objective: Notify and coordinate with neighboring agencies and key stakeholders and solicit input from the public on the 2015 UWMP	4. Agency Coordination 12. Meetings 13. Public Participation	- Prepare list of suggested agencies and key stakeholders to notify of the City's preparation of a 2015 UWMP and solicit input from. - Prepare for and attend one public workshop/meeting for presentation of the draft Water Shortage Contingency Plan and Draft 2015 UWMP. - Prepare for and attend up to two (2) in-person presentations with City Council related to adoption of the Water Shortage Contingency Plan and 2015 UWMP. - Prepare PowerPoint presentation for UWMP public hearing. - Attend and assist City staff with responding to questions from City Council/Public at UWMP public hearing. - Attend and support City staff at City Council meeting considering adoption of the 2015 UWMP.	- Suggested agency and stakeholder list - PowerPoint presentation for UWMP public hearing	- Provide notice to County and other key stakeholders of the City's preparation of a 2015 UWMP and associated public hearings - Coordinate with City Clerk to schedule UWMP public hearings and UWMP adoption - Prepare staff reports for UWMP public hearings and UWMP adoption - Prepare and place newspaper ads and notices for UWMP public hearings
8. Project Management Objective: Coordinate closely with City staff and manage project team efforts to provide high-quality work products and timely service		- Conduct regularly scheduled monthly conference calls to discuss project progress (prepare and submit agendas and brief meeting notes)(12 conference calls assumed). - Prepare and submit monthly status reports and invoices. - Perform internal quality control and quality assurance reviews for all project deliverables.	- Meeting agendas and notes - Monthly progress reports and invoices	- Participate in progress status meetings/conference calls - Process invoices in a timely manner



“Last week DSRSD received the attached letter from DWR for the UWMP. Thank you so much for your efforts in helping us prepare this plan. We are pleasantly surprised by the fact that there are no request for changes from DWR and by the quick turn-around from DWR. Working together with you on this plan has been a wonderful experience in teamwork. Your expertise and persistence have been valuable in completing this project. We greatly appreciate your efforts and hope to work with you on future projects.”

—Ms. Rhodora Biagtan, PE, Project Manager, Dublin San Ramon Services District



SECTION C

Project Team

WEST YOST ASSOCIATES

Project Team

The West Yost Team Brings the Right Experience and Vision to Prepare Your 2015 Urban Water Management Plan

West Yost is a leader in water resources and water system planning, evaluating groundwater and surface water supplies/water transfers, modeling, system analysis, asset management, and infrastructure design. We provide specialized technical resources in facilities planning, hydraulic modeling, master planning, and facilities siting.

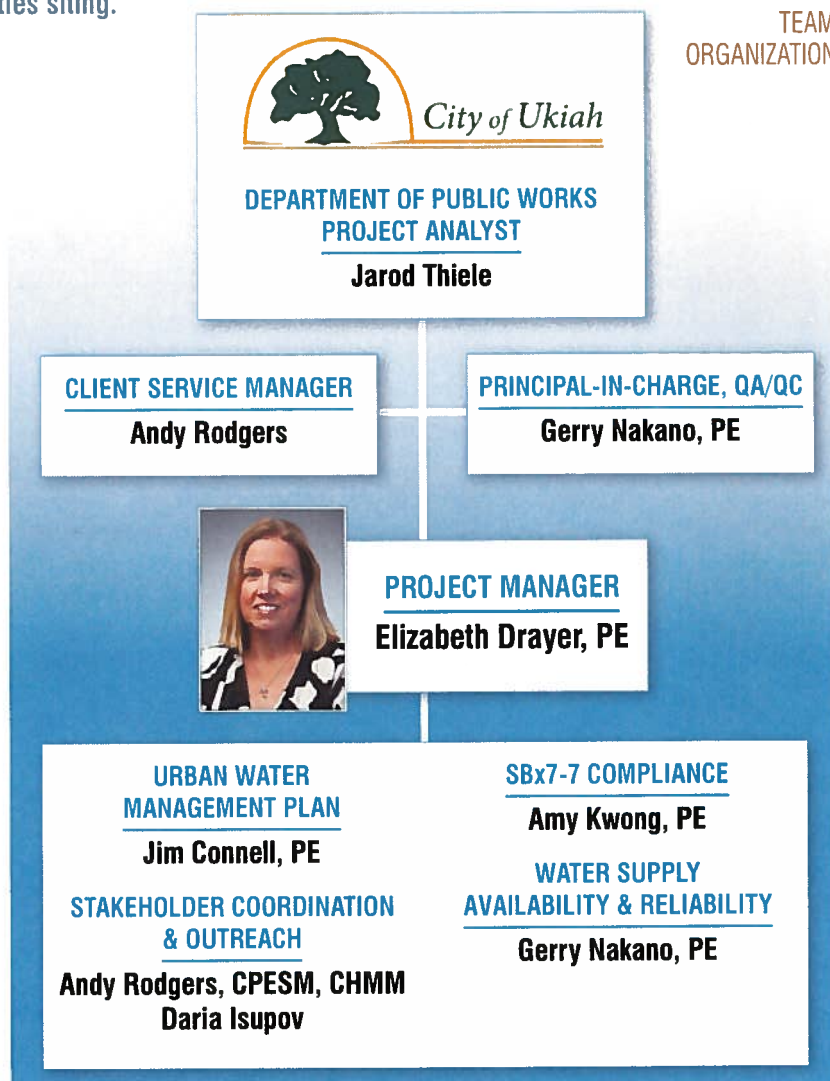
West Yost was formed in 1990 to provide a higher level of client service around a focused area of technical expertise, and currently has a staff of approximately 120 people. West Yost's focus is exclusively on water: potable water, groundwater, wastewater, recycled water, and stormwater. Our sole objective is to provide our clients a depth of expertise, highly qualified technical staff, and greater efficiency, creativity, and value in addressing water related challenges.

DWR Staff Know West Yost

Through West Yost's recent work on other cities' UWMP and SBx7-7 compliance projects, we have established relationships with the following DWR staff:

- Mr. David Todd
- Mr. Luis Avila
- Mr. Peter Brostrom
- Ms. Gwen Huff
- Ms. Betsy Vail

TEAM
ORGANIZATION



Our team organization is shown above, followed by brief team member introductions highlighting their relevant experience. Resumes for each team member are included in [Appendix 1](#). West Yost will *not* require the use of any subcontractors.

“One of the best things about working with West Yost was their pro-active, creative approach for dealing with our agency’s projects. It was reassuring that they routinely questioned processes in anticipation of future bumps in the road, and then recommended solutions that were always in the best interests of their client. We could count on West Yost staff to make themselves available when assistance was needed. We especially appreciated Elizabeth Drayer, whose personal interest in our projects helped insure our agency’s success.”

—Ms. Nora Laikam, Water Conservation Supervisor, City of Fresno



Project Manager and Key Staff

Elizabeth Drayer, PE – Project Manager



Elizabeth Drayer will serve as Project Manager, manage our team, and be the City's main point of contact for the 2015 Urban Water Management Plan.

Elizabeth has 26 years of experience in water resources engineering, with emphasis in water supply planning and design. She is experienced in conducting water resources planning studies and design projects, and numerous water master plans for clients including Dublin San Ramon Services District and the cities of Tracy, Lathrop, Modesto, Fresno and Santa Rosa. Additionally, she has managed or participated in over a dozen Urban Water Management Plans, including:

- 2005 & 2010 Urban Water Management Plan, City of Fresno
- 2010 Urban Water Management Plan, City of Lathrop
- 2005, 2010 & 2015 Urban Water Management Plans, City of Santa Rosa
- 2010 & 2015 Urban Water Management Plan, Coastside County Water District, Half Moon Bay
- 2010 Urban Water Management Plan, City of Modesto and Modesto Irrigation District
- 2005, 2010 & 2015 Urban Water Management Plans, Dublin San Ramon Services District

REFERENCES

- **Ms. Rhodora Biagtan**, Project Manager, Dublin San Ramon Services District, (925) 875-2255
- **Ms. Nora Laikam**, Water Conservation Supervisor, City of Fresno, (559) 621-5305

Gerry Nakano, PE – Principal-in-Charge and QA/QC



A West Yost Vice President, Gerry will serve as Principal-in-Charge and perform QA/QC for your project to ensure that all work products meet our quality standards and exceed your expectations. He will also lead the effort related to evaluating the water supply

availability/reliability, which will help identify the quality of supply available for potential transfer.

Gerry Nakano has over 39 years of water resources engineering experience. He specializes in leading

multidisciplinary teams in developing custom solutions and strategies for water resource and drinking water supplies, systems, and facilities. His specific technical experience includes evaluation and resolution of water system operational issues; water facility evaluations, groundwater sustainable yield and water quality analyses; aquifer storage and recovery (ASR); conjunctive use and supplemental water supply studies; water rights and transfers; and design and preparation of plans and specifications for water infrastructure.

REFERENCES

- **Ms. Jennifer Burke**, Deputy Director – Water and Engineering Resources, City of Santa Rosa, (707) 543-3359
- **Mr. Jack Bond**, Senior Civil Engineer, Utilities Department, City of Modesto, (209) 577-5424

Jim Connell, PE – Project Engineer, Urban Water Management Plan



Jim Connell has 24 years of experience in water master planning and design. Jim's experience includes working with this team on the 2010 Urban Water Management Plan Update for the Town of Windsor. This work included assisting with potable water demand projections

in cooperation with other Sonoma County Water Agency water contractors, analyzing available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SBx7-7), preparing the draft and final Urban Water Management Plan reports, and providing presentations to Town Council. Jim had a key role on the 2050 Napa Valley Water Resources Study, developing municipal water demand and supply projections to assist the Napa Valley municipalities in the development of an Integrated Water Resources Plan to serve water demands projected through 2050.

REFERENCES

- **Ms. Marlene Demery**, Contract Project Manager for Town of Windsor 2010 UWMP, Demery and Associates, (707) 479-8880
- **Ms. Joy Eldredge**, Water General Manager, City of Napa, (707) 257-9319



Amy Kwong, PE – SBx7-7 Compliance



Amy Kwong brings nine years of engineering experience in water resources engineering, specializing in hydraulic modeling, urban water management planning, water master planning, and design of water system infrastructure.

Amy has extensive experience developing and allocating

demands, and completing buildout system hydraulic model analysis. Her relevant experience includes the City of Ceres' SBx7-7 Compliance, City of Santa Rosa's 2010 UWMP Update, the City of Hayward's Water Master Plan, and the Zone 7 Water Agency's Water Transmission System Master Plan. She is skilled in GIS and has worked on a variety of hydraulic models using H₂Onet, H₂Omap, InfoWater, WaterCAD, WaterGEMS, and EPANET software.

REFERENCES

- **Mr. Jack Bond**, Senior Engineer, City of Modesto, (209) 577-5424
- **Ms. Amparo Flores**, Integrated Planning – Associate Engineer, Zone 7 Water Agency, (925) 454-5019

Andy Rodgers, CPESM, CHMM – Stakeholder Coordination & Outreach



Andy Rodgers has 27 years of experience in environmental resource management and planning, local and regional program implementation, and stakeholder and community outreach and education. He brings specialized experience in facilitating communications

with regulating and regulated agencies; public relations; and the development of tools that manage and present technical and community-based data. In his role as the Executive Director for the Russian River Watershed Association (RRWA) he has lead a regional program for eleven public agencies (including the City of Ukiah) located in the Russian River watershed. As part of this work he has facilitated outreach, communications, and training at a regional level and by developed outreach campaigns, disposal and diversion programs, and educational materials for pollution prevention programs including programs for water and wastewater systems.

REFERENCES

- **Ms. Ann Dubay**, Public Information Officer, Sonoma County Water Agency, (707) 543-3937
- **Mr. Rick Seanor**, Deputy Director, City of Ukiah, (707) 463-6296

Daria Isupov – Stakeholder Coordination & Outreach



Daria is a staff scientist with over five years of experience. She has worked with a range of entities, including non-profit organizations and government agencies in the Bay Area with an emphasis on surface and groundwater resources, water management, and regional collaboration. Daria

plays a key role in supporting the Russian River Watershed Association (RRWA), an association of eleven public agencies, including the City of Ukiah and Sonoma and Mendocino Counties. She regularly interfaces with technical agency staff, elected officials, stakeholders, and regulatory agencies for watershed enhancement programs.

REFERENCES

- **Ms. Ann Dubay**, Public Information Officer, Sonoma County Water Agency, (707) 543-3937
- **Mr. Rick Seanor**, Deputy Director, City of Ukiah, (707) 463-6296

Team Availability

TEAM MEMBER	AVAILABILITY
Elizabeth Drayer	30%
Gerry Nakano	15%
Jim Connell	50%
Amy Kwong	20%
Andy Rodgers	20%
Daria Isupov	25%



SECTION D

Schedule, Hourly Rates, and Estimated Level of Effort

In accordance with the City's RFP, our Estimated Budget is
submitted in a separate, sealed envelope.

WEST YOST ASSOCIATES

Schedule, Hourly Rates, and Estimated Level of Effort (Hours)

Proposed Schedule

Consultant Award – August 5, 2015
Project Start Date – August 17, 2015

Task 1. Data Collection and Review

Deliverable: *Data Request List for 2015 UWMP*

Compile and Review Data Received (2011-2014 Calendar Year)

Deliverable: *Data Request List for 2015 UWMP (2015 water use data)*

Compile and Review Data Received (2015 Calendar Year)

Task 2. Demand Analysis

Evaluate Existing and Projected Water Demands

Calculate SBx7-7 Baseline Per Capita Water Use for 2010-2014 and Reconfirm SBx7-7 Baseline with 2010 Census Data

Deliverable: *Draft Water Demand Analysis*

City Review Period

Prepare Final Water Supply Summary for inclusion in 2015 UWMP (see Task 6)

Task 3. Water Supply Analysis

Review and Document Existing Water Supplies

Evaluate Water Supply Availability and Reliability

Deliverable: *Draft Water Supply Summary*

City Review Period (1 week)

Prepare Final Water Supply Summary for inclusion in 2015 UWMP (see Task 6)

Task 4. Demand Management Measures/GPCD Targets

Review and Document Demand Management Measures (DMMs)

Deliverable: *Draft Summary of DMMs*

City Review Period (1 week)

Prepare Final Summary of DMMs for inclusion in 2015 UWMP (see Task 6)

Conduct SBx7-7 Analysis (2015, 2020 compliance targets)

Prepare SBx7-7 Draft Memorandum

Deliverable: *Draft SBx7-7 Memo*

City Review Period (1 week)

Prepare SBx7-7 Final Memorandum

Deliverable: *Final SBx7-7 Memo*

Confirm Compliance with 2015 Target for inclusion in 2015 UWMP (see Task 6)

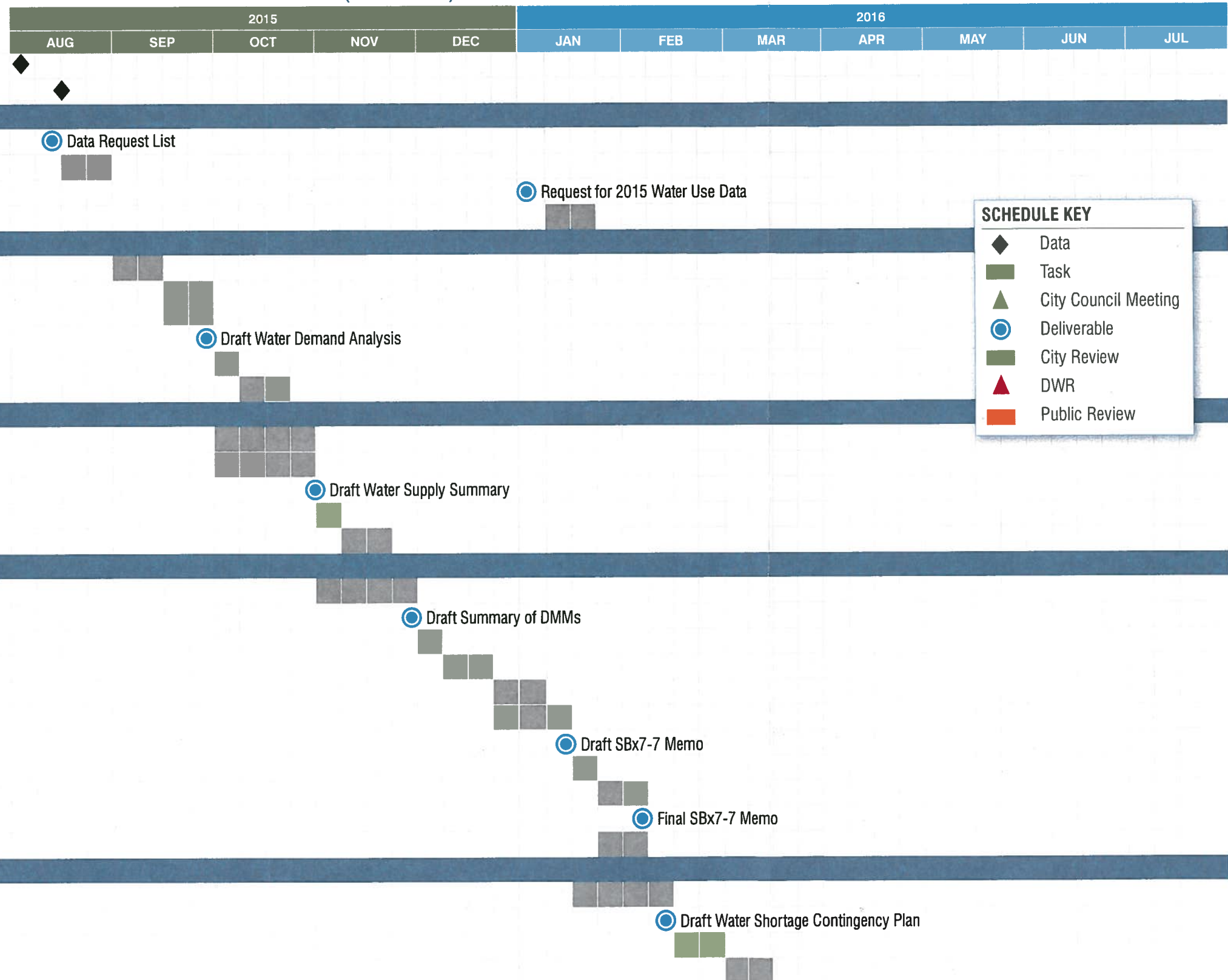
Task 5. Water Shortage Contingency Plan

Prepare Draft Water Shortage Contingency Plan

Deliverable: *Draft Water Shortage Contingency Plan*

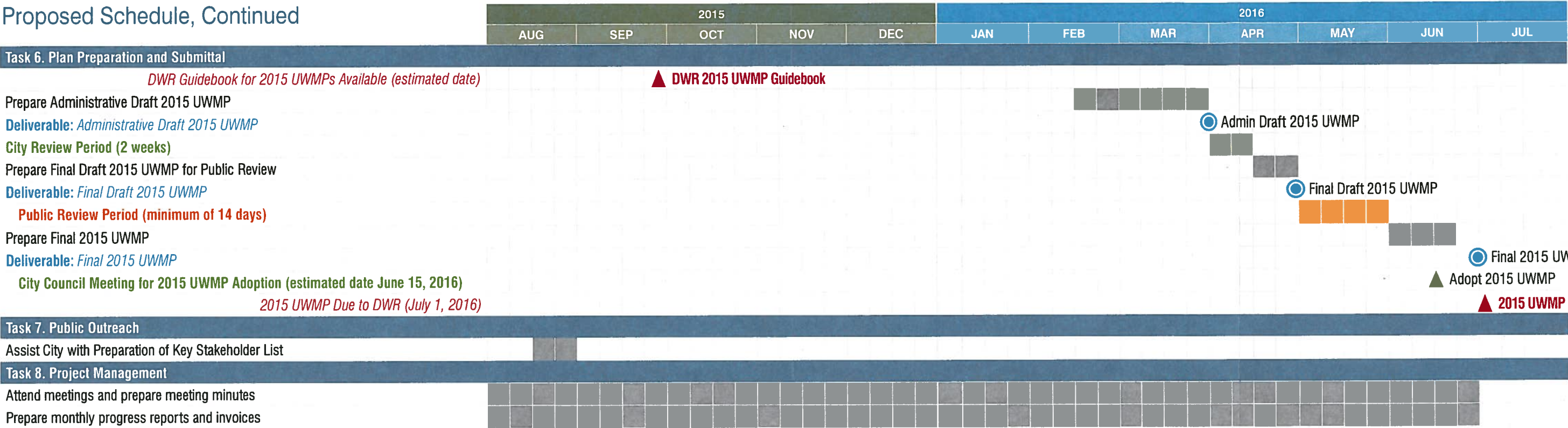
City Review Period (2 weeks)

Prepare Final Water Shortage Contingency Plan for inclusion in 2015 UWMP (see Task 6)



Continued on next page

Proposed Schedule, Continued



SCHEDULE KEY

◆

Data

■

Task

▲

City Council Meeting

⦿

Deliverable

■

City Review

▲

DWR

■

Public Review

2015 Billing Rate Schedule

(Effective January 1, 2015 through December 31, 2015)*

Engineering



POSITION	LABOR CHARGES (DOLLARS PER HR)
Principal/Vice President	253
Engineering/Scientist/Geologist Manager II	242
Engineering/Scientist/Geologist Manager I	232
Principal Engineer/Scientist/Geologist II	224
Principal Engineer/Scientist/Geologist I	211
Senior Engineer/Scientist/Geologist II	198
Senior Engineer/Scientist/Geologist I	189
Associate Engineer/Scientist/Geologist II	179
Associate Engineer/Scientist/Geologist I	167
Engineer/Scientist/Geologist II	157
Engineer/Scientist/Geologist I	136
Senior GIS Analyst	184
GIS Analyst	174
CAD Supervisor	146
Senior CAD Designer	127
CAD Designer	113
Engineering Aide	76
Technical Specialist IV	143
Technical Specialist III	127
Technical Specialist II	110
Technical Specialist I	92
Administrative IV	116
Administrative III	105
Administrative II	87
Administrative I	69

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

Continued on next page



2015 Billing Rate Schedule, Continued

Construction Management

POSITION	LABOR CHARGES (DOLLARS PER HOUR)
Senior Construction Manager	244
Construction Manager IV	212
Construction Manager III	170
Construction Manager II	159
Construction Manager I	148
Resident Inspector (Prevailing Wage – Group 1)	165
Resident Inspector (Prevailing Wage – Group 2)	159
Resident Inspector (Prevailing Wage – Group 3)	142
Resident Inspector (Prevailing Wage – Group 4)	127
Apprentice Inspector	117
CM Administrative II	85
CM Administrative I	64

Surveying

POSITION	LABOR CHARGES (DOLLARS PER HR)
GPS, 3-Person	387
GPS, 2-Person	336
GPS, 1-Person	261
Survey Crew, 2-Person	284
Survey Crew, 1-Person	214

Equipment Charges

EQUIPMENT	BILLING RATE (DOLLARS PER DAY)	BILLING RATE (DOLLARS PER WEEK)
DO Meter	17	83
pH Meter	5	26
Automatic Sampler	130	712
Transducer/Data Logger	41	206
Hydrant Pressure Gage	12	50
Hydrant Pressure Recorder (HPR)	—	206
Hydrant Wrench	5	33
Pilot Diffuser	29	134
Well Sounder	29	134
Ultrasonic Flow Meter	—	269
Vehicle	88	445
Velocity Meter	12	65
Water Quality Multimeter	176	964



Estimated Budget (Level of Effort, Hours)

	PRESIDENT/ VP	ENGINEERING MANAGER	PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	ADMIN	SUBTOTAL, HOURS
Tasks							
1. Data Collection and Review	0	4	7	0	8	0	19
2. Demand Analysis	0	3	11	6	25	2	47
3. Water Supply Analysis	9	1	28	0	0	2	40
4. Demand Management Measures/GPCD Targets	0	9	8	2	13	3	35
5. Water Shortage Contingency Plan	0	4	14	0	21	4	43
6. Plan Preparation and Submittal	0	9	20	2	34	17	82
7. Public Outreach	0	11	13	0	4	0	28
8. Project Management	0	18	0	0	0	0	18
Total Hours	9	59	101	10	105	28	312



SECTION E

Related Experience

WEST YOST ASSOCIATES

Related Experience

Over 25 Years of Water System Planning Experience

West Yost brings the City of Ukiah a veteran team of water planners with experience, ranging from large regional integrated water resources planning through distribution system modeling and master planning, evaluation of supply reliability and water transfers, and specialized expertise in Urban Water Management Plans (UWMPs), as summarized in the table below.

Summary of West Yost's Recent UWMP Planning Experience

Client, Project	UWMP	WATER MASTER PLANNING	SUPPLY ANALYSIS	DEMAND ANALYSIS	CONSERVATION/ CLIMATE	GROUND WATER	SURFACE WATER	CONJUNCTIVE USE
Town of Windsor, 2010 UWMP and Recycled Water Feasibility Study	■		■	■	■	■	■	■
City of Ceres, Water Master Plan & 2010 UWMP	■	■	■	■	■	■	■	■
City of Fresno, 2005 & 2010 UWMP, Water System Master Plan, Integrated Water Resources Plan	■	■	■	■	■	■	■	■
City of Lathrop, Comprehensive Water Master Plan Update & 2010 UWMP	■	■	■	■	■	■	■	■
City of Modesto, 2010 UWMP, South Modesto Interim Water Supply Study, Water System Planning, Engineer's Report	■	■	■	■	■	■	■	■
City of Tracy, Water Supply Availability & Water Transfers	■	■	■	■	■	■	■	■
City of Sacramento, 2005 UWMP & Water Supply Master Plan	■	■	■	■	■	■	■	■
City of Santa Rosa, 2010 & 2015 UWMP & Water Master Planning	■	■	■	■	■	■	■	■
City of Woodland, 2010 UWMP & Water Focus Study	■	■	■	■	■	■	■	■
Coastside County Water District, 2010 & 2015 UWMP	■	■	■	■	■	■	■	■
Dublin San Ramon Services District, 2005, 2010 & 2015 UWMPs, and Water & Recycled Water Master Plan Update	■	■	■	■	■	■	■	■

West Yost is highly qualified to prepare the City's 2015 Urban Water Management Plan (UWMP), and secure a Department of Water Resources (DWR) Letter of Completeness. Our team brings the following benefits to the City:

- West Yost has proven experience in water resources engineering with over 20 completed Urban Water Management Plans over the past 10 years for a number of clients throughout California.
- We completed the projects highlighted in this section on-time and within budget;
- We know and understand the DWR's current and pending UWMP requirements, have excellent relationships with DWR staff, and can quickly get appointments made and questions answered;
- We are closely tracking the potential changes expected in the 2015 UWMP requirements; and
- We are well-versed in the SBx7-7 baseline per capita water use calculations and compliance options.

All of the 2010 UWMPs prepared by West Yost were deemed "Complete" by the Department of Water Resources (DWR), with no required revisions or questions from DWR staff.



Relevant Project Experience

2005 & 2010 Urban Water Management Plans, City of Fresno

REFERENCE: Mr. Brock Buche, PE, former Supervising Civil Engineer, 286 West Cromwell Avenue, Fresno, CA 93711, (559) 449-2700; **DOLLAR AMOUNT:** \$35,000 (2005), \$49,900 (2010); **DURATION:** 2006-08, 2011-12

West Yost prepared the City of Fresno's (City) 2005 and 2010 UWMPs. The UWMPs included estimating current and projected populations, water supply, and water demands; assessing supply reliability in normal, single dry, and multiple dry years; documenting the City's efforts in implementing Demand Management Measures; preparing an updated Water Shortage Contingency Plan; and documenting the City's future plans for use of recycled water, particularly in the Southeast Growth Area. The City's UWMPs complied with all requirements of the Urban Water Management Planning Act and were accepted as complete by the DWR.

2010 Urban Water Management Plan, City of Modesto/Modesto Irrigation District

REFERENCE: Mr. Jack Bond, PE, Senior Engineer, 1010 Tenth Street, Suite 4600, Modesto, CA 95353, (209) 577-5424, jbond@modestogov.com; **DOLLAR AMOUNT:** \$159,000; **DURATION:** 2010-11

West Yost prepared the City of Modesto's (City's) and Modesto Irrigation District's (MID's) Joint 2010 UWMP Update. MID serves as the water wholesaler to the City, the water retailer. The City serves a population of approximately 285,000 people and provides over 85,000 acre-feet of potable water each year, and is therefore subject to the requirements of the Urban Water Management Planning Act. MID serves agricultural customers from groundwater and surface water from the Tuolumne River. West Yost's approach to preparing the 2010 UWMP Update included addressing the critical issues regarding future service area population, complying with the requirements of SBx7-7, and identifying water supply needs.

Careful consideration was applied to assessing the service area population relative to both the contiguous and outlying service areas, projected population at buildout of the General Plan (GP), and potential expansion of the northerly Sphere of Influence boundary. These issues were incorporated into the engineering analysis to identify impacts on the quantity and timing of potable and non-potable water supplies that will ultimately be required to

meet these new customer demands, and impact infrastructure sizing and placement.

This project also included analysis and planning for water conservation and other demand management measures, as well as the potential for additional supply options, such as groundwater pumpage, a seasonal and/or long-term local groundwater ASR banking program, groundwater and/or recycled water offset of existing potable demands, and/or new treated surface water supplies.

As part of the UWMP, West Yost also provided the City with a completed AB 1420 package for submittal to state agencies to qualify for funding and prepared presentations to the City Council and MID Board of Directors.

2005, 2010 & 2015 Urban Water Management Plans, City of Santa Rosa

REFERENCES: Ms. Jennifer Burke, Deputy Director of Engineering Services/Water Resources, 69 Stony Circle, Santa Rosa, CA 95401, (707) 543-3359, jburke@ci.santa-rosa.ca.us; **DOLLAR AMOUNT:** \$90,000 (2005), \$118,000 (2010); **DURATION:** 2005, 2010-11, 2015-16

West Yost was retained by the City of Santa Rosa (City) to help prepare both the City's 2005 and 2010 UWMP updates, and has also been selected to prepare the 2015 update. Work tasks included:

- Identifying City's existing water supply sources, including an evaluation of reliability and vulnerability to drought conditions;
- Evaluating current and projected water demands;
- Assessing water supply reliability in normal years, single dry years and multiple dry years over the next 25 years;
- Reviewing prepared documents that authenticate the City's implementation of the 14 Demand Management Measures;
- Reviewing documents that describe the City's Water Shortage Contingency Plan;
- Describing the City's water recycling facilities and programs;
- Developing technical data to establish the City's "baseline" gpcd in compliance with one of the three prescribed SBx7-7 methodologies; and
- Developing a Water Shortage Allocation Methodology, which considered both demand hardening and other conservation investments.

West Yost was recently asked to update the City's 2015 Urban Water Management Plan.



2010, 2005, and 2000 Urban Water Management Plan Updates, Dublin San Ramon Services District

REFERENCES: Ms. Rhodora Biagton, Interim Engineering Services Manager/District Engineer, 7051 Dublin Blvd., Dublin, CA 94582, (925) 875-2255, biagtan@dsrsd.com; **DOLLAR AMOUNT:** \$92,000 (2005), \$75,000 (2010); **DURATION:** 2000, 2005, 2010-11

West Yost assisted the Dublin San Ramon Services District (District) in complying with the new SBx7-7 baseline gpcd calculations, and other new UWMP requirements to provide a legally defensible document on water supply availability to support future growth in demands and water system improvements in the Livermore Valley. Our work also included a comprehensive analysis of all the items needed to comply with the UWMP requirements. The UWMP was structured to ensure that legal challenges that could be faced by the District were adequately addressed, particularly with respect to supply reliability and demands, and compliance with SB 610/221 WSAs.

West Yost has also worked with the District in master planning both its water and recycled water systems, prepared numerous WSAs, and completed design and CM of water and recycled water facilities. This work included the completion of a comprehensive Water Master Plan update for the City to integrate aggressive water conservation and recycled water elements. Through water conservation and the identification of reclaimed water use opportunities, the projected future potable water demands were significantly reduced.

SBx7-7 Compliance, City of Stockton

REFERENCE: Ms. Melissa Price, Program Manager III, Water Resources, 2500 Navy Drive, Stockton, CA 95206, (209) 937-8782, melissa.price@stockton.gov; **DOLLAR AMOUNT:** \$22,700; **DURATION:** 2010-11

SBx7-7 requires the state to achieve a 20 percent reduction in urban per capita water use by December 31, 2020. The state is also requiring water purveyors to make incremental progress towards this goal by

reducing per capita water use by at least 10 percent on or before December 31, 2015. SBx7-7 requires each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. SBx7-7, with certain exceptions, would provide that urban retail water suppliers, on and after July 1, 2016, are not eligible for state water grants or loans unless they comply with the water conservation requirements established by SBx7-7. West Yost assisted the City in determining the per capita water use for residential customers and all customers for the past 15 years (including help identifying and using appropriate data to use to determine population served, etc.) and identified the most appropriate base year as identified by the methods outlined in SBx7-7.

2010 Urban Water Management Plan, City of Lathrop

REFERENCE: Mr. Gregory Gibson, Senior Civil Engineer, 390 Towne Centre Drive, Lathrop, CA 95330, (209) 941-7442, ggibson@ci.lathrop.ca.us; **DOLLAR AMOUNT:** \$34,000; **DURATION:** 2010 to Present

West Yost prepared the City of Lathrop's 2010 Urban Water Management Plan and 2013 Water Master Plan. West Yost's work tasks for the 2010 UWMP included:

- Developing an SBx7-7 compliance strategy for the City, including evaluation and selection of the preferred compliance methodology and then helping to present the recommended per capita water use targets at a public hearing and for consideration and adoption by the City Council;
- Working with City staff to evaluate existing water uses and future development potential and associated future water demands;
- Assessing current and future water supply availability and reliability for the City's groundwater supplies and surface water supplies from SSJID;
- Summarizing the City's on-going and planned water conservation programs; and
- Reviewing the City's Water Shortage Contingency Plan.

"On behalf of the Board of Public Utilities and the City of Santa Rosa, thank you for the diligent and probing work performed by West Yost Associates on behalf of the City on the Water Shortage Allocation Methodology which was recently adopted by the Sonoma County Water Agency Board of Directors ... Santa Rosa has benefited in many ways over the years from the work provided by your firm. I extend this special thank you to you for your persistence and thoroughness in seeing this very critical project to a successful conclusion."

—Mr. Richard Dowd, Chair, Board of Public Utilities, City of Santa Rosa



2010 Urban Water Management Plan, City of Ceres

REFERENCE: Mr. Michael Brinton, 2220 Magnolia Street, Ceres, CA 95307, (209) 538-5630, Michael.brinton@ci.ceres.ca.us; **DOLLAR AMOUNT:** \$39,000; **DURATION:** 2010-11

West Yost prepared the City of Ceres' 2010 Urban Water Management Plan update. The City, located in Stanislaus County just south of Modesto, has a population of 45,000 and an average annual production of about 11,000 acre-feet/year. West Yost also prepared the City's 2011 Water Master Plan Update. West Yost's work tasks included:

- Collecting and analyzing recent water use data for 2005 through 2009 and developing an UWMP that dovetailed with the City's recent and current General Plan planning efforts;
- Evaluating methods for establishing baseline water use and 2020 water use targets for compliance with State "20x2020" legislation to reduce water use by 20 percent by the year 2020;
- Evaluating current and projected demands in concert with the City's master planning efforts;
- Assessing water supply reliability for different hydrologic year types;
- Summarizing the City's implementation plan for Demand Management Measures; and
- Reviewing the City's Water Shortage Contingency Plan.

2005 Urban Water Management Plan Update, City of Sacramento

REFERENCE: Jim Peifer, Senior Engineer, 1395 35th Avenue, Sacramento, CA 95822, (916) 808-1416, jpeifer@cityofsacramento.org; **DOLLAR AMOUNT:** \$59,500; **DURATION:** 2004-05

West Yost prepared the 2005 update to the City of Sacramento's Urban Water Management Plan (UWMP). The UWMP provided information about the City's water service area and population; available water supply sources and associated reliability; past, present, and projected water demands; the City's water demand management measures; a City water shortage contingency plan; and potential for use of recycled water within the City's water service area.

West Yost team members also prepared the City of Sacramento's Water Supply Master Plan. This project included determining demand allocations by land use and identifying demand off-sets with a focus on conservation. Supply management planning focused

on reliability and sustainability, including water supply portfolio planning that optimizes surface water, groundwater, and recycled water. The project included close coordination with stakeholders, including a 20-member Advisory Board that represented a variety of interests in the region—from other water purveyors and suppliers to environmental groups.

2010 Urban Water Management Plan Update, City of Woodland

REFERENCE: Ms. Liz Houck, Utilities Infrastructure Support, 300 First Street, Woodland, CA 95695, (530) 661-5973, liz.houck@cityofwoodland.org; **DOLLAR AMOUNT:** \$46,000; **DURATION:** 2010-11

West Yost prepared documentation for the City of Woodland's 2010 UWMP. The tasks involved collecting and incorporating City water system data for the 2005 through 2009 calendar years and updating the City's water supply availability, reliability projections, and water demand projections through the year 2035. In addition, the City's water conservation program statistics for 2005 through 2009 (e.g., number of surveys conducted, number of toilets replaced, number of rebates issued, etc.) were incorporated into the Demand Management Measures discussion.

As part of the preparation of the 2010 UWMP, West Yost also prepared and coordinated the public noticing of the Draft UWMP comment period and prepared a PowerPoint presentation, which was presented to the City Council on the Draft 2010 UWMP. As part of the preparation of the Final UWMP for adoption by the City Council, West Yost also completed DWR's UWMP Review Checklist and assisted the City with the transmittal of the Final UWMP to the DWR.



SECTION F

Exceptions

WEST YOST ASSOCIATES

Exceptions

West Yost Associates (West Yost) has reviewed the agreement for services contained in the City of Ukiah's (City) Request for Proposals for Preparation of the 2015 Urban Water Management Plan. West Yost has successfully entered into agreements with the City in the past and is confident that should we be selected for this project, we will be able to reach mutually agreeable terms. Requested modifications and/or discussion with the City regarding the City's sample agreement are listed by section below in bold text:

Section 6 – Indemnification

6.1.A – MINIMUM SCOPE OF INSURANCE

Subsection D. Errors and Omissions Liability: "Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to **include or** be endorsed to include contractual liability **for negligence only.**"

6.1.B – MINIMUM LIMITS OF INSURANCE

Subsection D. Errors and Omissions Liability: "\$1,000,000 per **occurrence claim and aggregate.**"

6.2 – INDEMNIFICATION

"Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability **to the extent that arises out of, or pertains to, or relates to any arising out of any** negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City. **Consultant agrees to reimburse the City for reasonable defense costs, provided however that such obligation is limited to the portion of such costs equal to the percentage of the Consultant's liability hereunder.**

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses. **For claims based upon professional negligence, Consultant's obligation to indemnify indemnitees for defense costs (as defined) is not immediate and shall be satisfied at the time of any settlement or judgment as to Consultant's indemnity obligations under this Agreement.**"

7.2 – OWNERSHIP OF WORK

"All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City. **City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.**"



Resumes

- Elizabeth Drayer, PE
- Gerry Nakano, PE
- Jim Connell, PE
- Amy Kwong, PE
- Andy Rodgers, CPESM, CHMM
- Daria Isupov

Elizabeth Drayer, PE

Project Manager

Elizabeth Drayer has 26 years of experience in water resources engineering with emphasis in water supply planning and design. She is experienced in conducting water resources planning studies and design projects, as well as coordinating multi-discipline projects. She is experienced in the preparation of water and utility master plans, Urban Water Management Plans, groundwater studies, urban water management plans, drought shortage contingency plans, facility operations plans, and emergency operations plans involving the evaluation of existing facilities, evaluation of existing and future demands, identification of system deficiencies, evaluation of alternatives and development of recommendations for capital improvements. She also has experience in the preparation of preliminary and detailed designs for water supply facilities such as pipelines, pump stations, reservoirs, and canals.

FEATURED PROJECT

2010 URBAN WATER MANAGEMENT PLAN, CITY OF MODESTO AND MODESTO IRRIGATION DISTRICT

Project Engineer for the preparation of a Joint 2010 Urban Water Management Plan Update for the City of Modesto and the Modesto Irrigation District. Responsible for the compilation of water supply and water demand data from the City and MID; evaluating baseline per capita water use based on historical water use and population data and recommending interim (2015) and final (2020) per capita water use targets for the City in accordance with the requirements of the Water Conservation Act of 2009 (SB x7-7); and preparing the City/MID Joint 2010 UMWP and completing the UWMP checklist developed by DWR to ensure that the completed plan meets the requirements of the Urban Water Management Planning Act.

SELECT EXPERIENCE

- 2010 Urban Water Management Plan, City of Lathrop
- 2005 and 2010 Urban Water Management Plan, City of Fresno
- 2005, 2010 and 2015 Urban Water Management Plans, City of Santa Rosa
- 2010 and 2015 Urban Water Management Plan, Coastside County Water District, Half Moon Bay
- 2010 Urban Water Management Plan, City of Modesto and Modesto Irrigation District
- 2000, 2005, and 2010 Urban Water Management Plans, Dublin San Ramon Services District
- Water System Master Plan, City of San Bruno
- Citywide Water System Master Plan, City of Tracy
- Metropolitan Water Resources Management Plan Update, City of Fresno
- Water Master Plan Connection Fee Analysis, Dublin San Ramon Services District
- Water System Hydraulic Model Update–Water Demand Evaluation, City of Modesto
- Emergency Response and Preparedness Review, City of Hayward
- Kā'anapali District Water Supply & Facilities Master Plan, Hawaii Water Service Company
- Water Supply Assessment for Tracy's Cordes Ranch Specific Plan, City of Tracy
- Water Conservation Plan, City of Tracy



Professional Registrations

- Professional Civil Engineer, California No. C46872

Education

- MS, Structural Engineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

Certifications

- Underground Storage Tank Installation, 1989
- OSHA 40-Hour Health & Safety Training, 1989
- U.C. Davis Extension, 32-hour Course, Groundwater Hydrology, 1989
- U.C. Davis Extension, 32-hour Course, Principles of Toxicology, 1990

Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association

Gerry Nakano, PE

Principal-in-Charge, QA/QC

Gerry Nakano has over 39 years of water resources engineering experience including the planning, design, and construction of municipal production wells and multiple completion monitoring wells; hydraulic modeling and evaluation; design, development and phasing of various water supply and distribution facilities. Specific technical experience includes: implementation of water and wastewater master plans; Urban Water Management Plans, water supply reliability evaluations and water transfers; hydraulic network analysis/modeling; water facility evaluation, groundwater sustainable yield and water quality analyses; conjunctive use and supplemental water supply studies; water rights investigations; environmental investigations; design and preparation of plans and specifications for pipelines, pump stations, storage tanks, and surface water diversion structures; municipal production wells, monitoring wells, well rehabilitation, and well abandonment.

FEATURED PROJECT

2010 URBAN WATER MANAGEMENT PLAN, TOWN OF WINDSOR

Project Manager for the Town of Windsor's 2010 UWMP Update. The Town's previous 2005 UWMP was submitted to DWR for review two years late and then took another eight months to work through DWR comments and gain "DWR acceptance", therefore, schedule and timing are issues of concern. West Yost was recently selected to prepare the Town's 2010 UWMP Update. As Project Manager, Gerry's work is to focus on documenting the Town's current and projected population estimates; general plan land uses compared to ABAG projections; determining the most advantageous baseline gpcd calculations for the Town for SB X7-7 compliance purposes; water supply and demands; evaluating water supply reliability under various hydrologic conditions; documenting the Town's efforts in implementing DMMs; and proposing modifications to the Water Shortage Contingency Plan. Work will also include responding to DWR review comments on the submitted UWMP, to obtain a letter of completeness from DWR.

SELECT EXPERIENCE

- Urban Water Management Plan, City of Fresno
- Water Master Plan and Urban Water Management Plan Updates, City of Santa Rosa
- Urban Water Management Plans; 2000, 2005 & 2010, Dublin San Ramon Services District
- 2010 Urban Water Management Plan, Town of Windsor
- 2010 Urban Water Management Plan, City of Ceres
- Water Supply Master Plan, City of Sacramento
- Northern Sacramento Valley Integrated Regional Water Management Plan, Tehama, Butte, Glenn, Colusa, Sutter and Shasta Counties
- City of Woodland Water Focus Study, City of Woodland
- Groundwater Master Plan, City of Santa Rosa
- Integrated Water Resources Plan, Lake Hemet Municipal Water District
- Conjunctive Use Program Feasibility Evaluation, City of Santa Rosa
- Water System Master Plan, Dublin San Ramon Services District
- Water System Master Plan, City of Tracy
- Fresno Metropolitan Water Resources Management Plan, City of Fresno
- Zone 7 Water Supply Plan, Zone 7 Water Agency



Professional Registrations

- Professional Civil Engineer; California No. 29524

Education

- BS, Civil Engineering, University of California, Berkeley

Certifications

- Grade III Water Treatment Plant Operator

Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association
- Association of California Water Agencies
- Groundwater Resources Association
- National Water Well Association

James Connell, PE

Urban Water Management Plan

Jim Connell has 24 years of experience in water and sewer master planning and design, including condition assessments, flow monitoring, computer modeling, rehabilitation planning, cost estimating, and capital improvement program development. He has extensive experience in planning and design of municipal infrastructure systems and has completed successful designs for a variety of facilities, including major expansion, rehabilitation, and new construction at a number of water and wastewater treatment plants in California and New England. His assignments have included project management and engineering for water and wastewater system master planning, Urban Water Management Plans, inflow and infiltration studies, and remedial design. Other design experience includes water, sanitary wastewater, and industrial wastewater treatment systems; gravity sewers; storm water collection; potable water distribution and storage; and, water, wastewater and industrial wastewater pump stations. Other experience includes developing sanitary wastewater, storm water, and water distribution system models; and developing water system unidirectional flushing programs.

FEATURED PROJECT

2010 URBAN WATER MANAGEMENT PLAN UPDATE, TOWN OF WINDSOR

Prepared the 2010 Urban Water Management Plan Update for the Town of Windsor in compliance with the Urban Water Management Planning Act, as amended. Work included assistance with potable water demand projections in cooperation with other Sonoma County Water Agency water contractors, analysis of available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SB x7-7), preparing the draft and final Urban Water Management Plan reports, and providing presentations to Town Council.

SELECT EXPERIENCE

- 2015 Urban Water Management Plan, City of Santa Rosa
- Folsom Water Distribution System Review, City of Folsom
- Folsom Hydraulic Model Update & Distribution System Review, City of Folsom
- Urban Water Management Plan Update, Tahoe City Public Utility District
- 2010 Urban Water Management Plan Update, Town of Windsor
- Northern Sacramento Valley Integrated Regional Water Management Plan, Butte, Colusa, Glenn, Shasta, Sutter, and Tehama Counties
- Metropolitan Water Resources Management Plan, City of Fresno
- Water Master Plan Hydraulic Model Verification, City of Fresno
- 2050 Napa Valley Water Resources Study, Napa County Public Works
- Tahoe City Water Capacity Analysis, Bliss State Park, Tahoe City Public Utility District
- Tahoe City Water Master Plan, Tahoe City Public Utility District
- Engineering Support for Water Rights Issues, Stoel Rives, Sacramento



Professional Registration

- Professional Civil Engineer;
California No. 63052

Education

- MS, Civil Engineering, University of Wyoming, Laramie, WY
- BS, Civil Engineering, Worcester Polytechnic Institute, Worcester, MA

Professional Affiliations

- Water Environment Federation
- American Water Works Association, California/Nevada Section
- California Urban Water Conservation Council
- Groundwater Resources Association
- National Ground Water Association

Amy Kwong, PE

SBx7-7 Compliance

Amy has nine years of professional experience in water resources engineering, with a primary focus in hydraulic modeling, water supply and facilities planning, and design of water system infrastructure. She has contributed to the development of a large number of water master plans throughout Northern California.

FEATURED PROJECT

2010 URBAN WATER MASTER PLAN UPDATE, CITY OF CERES

Amy Kwong served as Staff Engineer responsible for updating the Water Demand and Demand Management and Conservation sections of the UWMP. Water demands were updated based on demands projected in the City's Water Master Plan and requirements to comply with SBx7-7. The Demand Management and Conservation section was updated based on conversations with City staff regarding the City's current and proposed water conservation activities.

SELECT EXPERIENCE

- Water Master Plan Update & Operational Model Development, City of Santa Rosa
- Water System Master Plan, City of Hayward
- Urban Recycled Water Facilities Planning Study, Town of Windsor
- Modesto Water System Planning, Engineer's Report, City of Modesto
- Water System Master Plan, City of San Bruno
- Stockton District Water Supply and Facilities Master Plan, California Water Service Company
- Willows District Water Supply and Facilities Master Plan, California Water Service Company
- Marysville District Water Master Plan, California Water Service Company
- Citywide Water System Master Plan, City of Tracy
- Water Master Plan Update, City of Oregon City, Oregon
- Water Master Plan Update, City of Stockton
- Pressure Zone 4 Storage Evaluation, City of Roseville
- South San Francisco District Water Model Update, California Water Service Company
- Visalia District Water Supply and Facilities Master Plan, California Water Service Company
- Water Model Update, City of Roseville
- Bakersfield District Water Model, California Water Service Company
- Water Modeling Engineering Services, Sacramento Suburban Water District



Professional Registrations

- Professional Civil Engineer;
CA No. 73213

Education

- MS, Civil & Environmental Engineering, Stanford University, Stanford, CA
- BS, Civil & Environmental Engineering, San Jose State University, San Jose, CA

Professional Affiliations

- American Society of Civil Engineers
- Bay Area Water Works Association

Andy Rodgers, CPESC, CHMM

Stakeholder Outreach & Coordination



Andy Rodgers has over 27 years of experience providing comprehensive technical and management consulting services to public and private entities throughout the western United States. Andy specializes in developing cost effective materials assessment and management programs (soil, groundwater, stormwater) for municipalities to support design and construction of capital improvement projects, utility and public works operations, and redevelopment areas. Having completed hundreds of assessment, management and remediation projects for properties and project corridors, Andy brings his clients the ability to address regulatory requirements while facilitating the planning and advancement of associated infrastructure projects.

Specific project types that Andy has noteworthy expertise in include groundwater supply assessment; hazardous materials assessment and management for CIP projects; soil and groundwater planning and management; City-wide Brownfields assessment and cleanup; specialty support services for construction management; peer review; responsible party identification and cost recovery; UST site management; MS4 storm water program development and compliance; and Phase I, II assessment and remediation associated with property acquisition and redevelopment.

FEATURED PROJECT

EXECUTIVE DIRECTOR, RUSSIAN RIVER WATERSHED ASSOCIATION (RRWA)

Currently serving as Executive Director for RRWA, having previously provided technical and administrative support to the association since 2010. The association is comprised of eleven public agencies located in the Russian River watershed. RRWA was formed to coordinate regional programs for clean water, fisheries restoration and watershed enhancement, of which the City of Ukiah is a founding member.

SELECT EXPERIENCE

- Santa Rosa Groundwater Program, City of Santa Rosa
- Phase I and Phase II Environmental Site Assessments Prior to Acquisition, Cloverdale, California (Project Manager for Phase I and II site assessments)
- Preparation of No Further Action Status, Farmers Lane Water Treatment Plant (Pump Station #4), Santa Rosa
- EPA Brownfields Assessments, City of Petaluma
- Soil and Groundwater Management, Theater District Infrastructure Project, City of Petaluma
- Hazardous Materials Assessment, South Transmission System Project, Sonoma County Water Agency, Santa Rosa
- Prince Memorial Greenway, City of Santa Rosa
- MS4 NPDES, City of Santa Rosa, Sonoma County Water Agency, and County of Sonoma (Co-Permittees)

Professional Registrations

- Certified Professional in Erosion and Sediment Control, No 6475
- Certified Hazardous Materials Manager, No. 9525

Education

- BA, Geology and Environmental Studies, New England College, Henniker, New Hampshire

Daria Isupov

Stakeholder Outreach & Coordination

Daria Isupov has worked with a range of entities, including non-profit organizations and government agencies in the Bay Area with an emphasis on surface and groundwater resources, water management, and regional collaboration. Daria plays a key role in supporting the Russian River Watershed Association (RRWA), an association of eleven public agencies including Sonoma and Mendocino Counties. She regularly interfaces with technical agency staff, elected officials, stakeholders, and regulatory agencies for watershed enhancement programs.

FEATURED PROJECT

PROJECT SPECIALIST, RUSSIAN RIVER WATERSHED ASSOCIATION (RRWA)

Since 2012, Daria has provided technical and administrative support to the association comprised of eleven public agencies located in the Russian River watershed. Daria interfaces with technical agency staff, elected officials, stakeholders, and regulatory agencies for water resources enhancement programs. Two specific responsibilities for the RRWA include:

- **Regional Stormwater Permit Program:** Daria played a key role in the development of a regional Stormwater Permit Program where ten of the eleven member agencies aligned to participate in the implementation of a single Phase I Permit. Daria continues to support stormwater permit compliance projects related to education and outreach, municipal operations, annual reporting, and training.
- **Safe Medicine Disposal Program:** Daria co-manages the Safe Medicine Disposal Program, follows wastewater regulatory actions, helps facilitate a responsible landscaping program, coordinates advocacy actions on behalf of member agencies, and is heavily involved in annual work plan development.

SELECT EXPERIENCE

- Groundwater Program Staff Geologist, City of Santa Rosa
- Environmental Scientist, Various Pre-construction Hazardous Materials Assessments, Cities of Santa Rosa and Petaluma
- Environmental Scientist, EPA Brownfields Assessments, City of Petaluma
- Pre-Construction Hazardous Materials Assessments, various clients
- Land-Use Planning Program Associate, Action Pajaro Valley



Education

- BS, Earth and Planetary Science, University of California, Santa Cruz, California

Training and Certifications

- OSHA 8-hour Safety Training Course Certified
- Certified Erosion and Sediment Control Lead (CESCL # CWT1236) issued by Washington State Department of Ecology

Professional Affiliations

- California Stormwater Quality Association (CASQA)





ITEM NO.: 11a

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDER APPROVING AN APPLICATION TO DEMOLISH (REMOVE OVER 50% OF EXTERIOR SIDING MATERIAL) A STRUCTURE OVER 50 YEARS OLD LOCATED AT 204 SOUTH BUSH STREET

Summary: The owner of the property located at 204 South Bush Street has applied for a demolition permit to remove the existing shingle siding to expose and re-use the original horizontal siding. The application also includes repairing portions of the original front porch. The home was constructed in the 1880's, and was altered/remodeled into a Craftsman style home in 1907. There have been other changes and alterations since 1985. The structure is over 50 years old, and therefore, according to the Ukiah City Code, the City Council must conduct a public hearing to review and determine if the home is historically significant and if so, whether or not the proposed partial demolition would adversely impact the historic and architectural significance of the structure. If the City Council finds that the residence is historically significant, the permit cannot be immediately issued.

The Ukiah Historical and Architectural Survey Update, prepared in 1999 found the structure to be potentially eligible for listing as a locally significant property. The proposed project would remove non-original shingle siding to expose and re-use the original horizontal siding, and therefore, in Staff's opinion, the project would enhance the historic value of the residence.

On July 23, 2015, the City Demolition Permit Review Committee considered the application. After discussion, the Committee found that none of the criteria in Ukiah City Code Section 3016 (See below) applied and therefore the building was not historically significant. The Committee also found that the proposed removal of the shingle siding to expose and re-use the original horizontal siding and the front porch repair would enhance the historic value of the structure. Accordingly, Staff is recommending approval of the Demolition Permit.

Continued on Page 2

RECOMMENDED ACTION(S): 1) Conduct a public hearing; 2) Find that the structure does not meet the City Code criteria for historic or architectural significance; and 3) Approve the Demolition Permit.

ALTERNATIVES: 1) Provide alternative direction to Staff.

Citizens advised: Publically noticed according to the requirements of the Ukiah City Code.
Requested by: Demolition Permit Review Committee
Prepared by: David Willoughby, Building Official
Coordinated with: Sage Sangiacomo, City Manager and Charley Stump, Director of Planning and Community Development
Presenter: David Willoughby, Building Official
Attachments: 1. Demolition Permit application
2. Location Map
3. Memorandums from David Willoughby, Building Official
4. Excerpt from the Ukiah Historical & Architectural Resources Survey
5. Ukiah Municipal Code Section 3016 (excerpt)
6. Demolition Permit Review Committee Draft Minutes, Dated July 23, 2015
7. CEQA Categorical Exemption

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: Sage Sangiacomo
Sage Sangiacomo, City Manager

Criteria from Section 3016 (E) of the City Code:

Does the Building:

1. Have a special of particular quality such as oldest, best example, largest, or last surviving example of its kind.

Response: Based on the information contained in the Ukiah Historical and Architectural Resources Inventory, the residence is not the oldest, best example, largest, or last surviving example of its kind. There have been numerous modifications and additions to the original structure over the years, which have affected its historic value.

2. Exemplify or reflect special elements of the City's cultural, social, economic, political, aesthetic, or architectural history.

Response: Based on the information contained in the Ukiah Historical and Architectural Resources Inventory, the residence does not reflect significant special elements of the City's cultural, social, economic, political, aesthetic, or architectural history.

3. Is strongly identified with persons or events significant in local, state, or national history.

Response: Based on the information contained in the Ukiah Historical and Architectural Resources Inventory, the residence, while having some association with past Ukiah business and community minded citizens, has not been associated with anyone highly significant in local, state, or national history.

Conclusion: The single family residence located at 204 South Bush Street is a home originally constructed in the 1880's. It has been modified over the years, which has diminished its historic significance, but it remains an interesting and valued local cultural resource. The current owner proposes to remove the wood shingles that were added in 1907, and expose and re-use the original wood siding underneath the shingles. He also desires to repair the original front porch.

Since the building is over 50-years old, and the project involves the removal of more than 50% of the exterior material, the City Council, with the assistance of the Demolition Permit Review Committee must determine if the house is historically significant and whether or not the proposed project would adversely impact its historic value.

The Demolition Permit Review Committee concluded that past additions and remodels have diminished the historic value of the residence, and therefore it did not meet the criteria for declaring it historically significant. The Committee also found that the proposed project would enhance the historic value of the residence by re-using the original wood siding.

Environmental Review

The project is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301(L)(1) because it is the partial demolition (removal of siding to expose and re-use the original siding, and porch repair) of a single family residence in an urbanized area that is not historically significant.

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

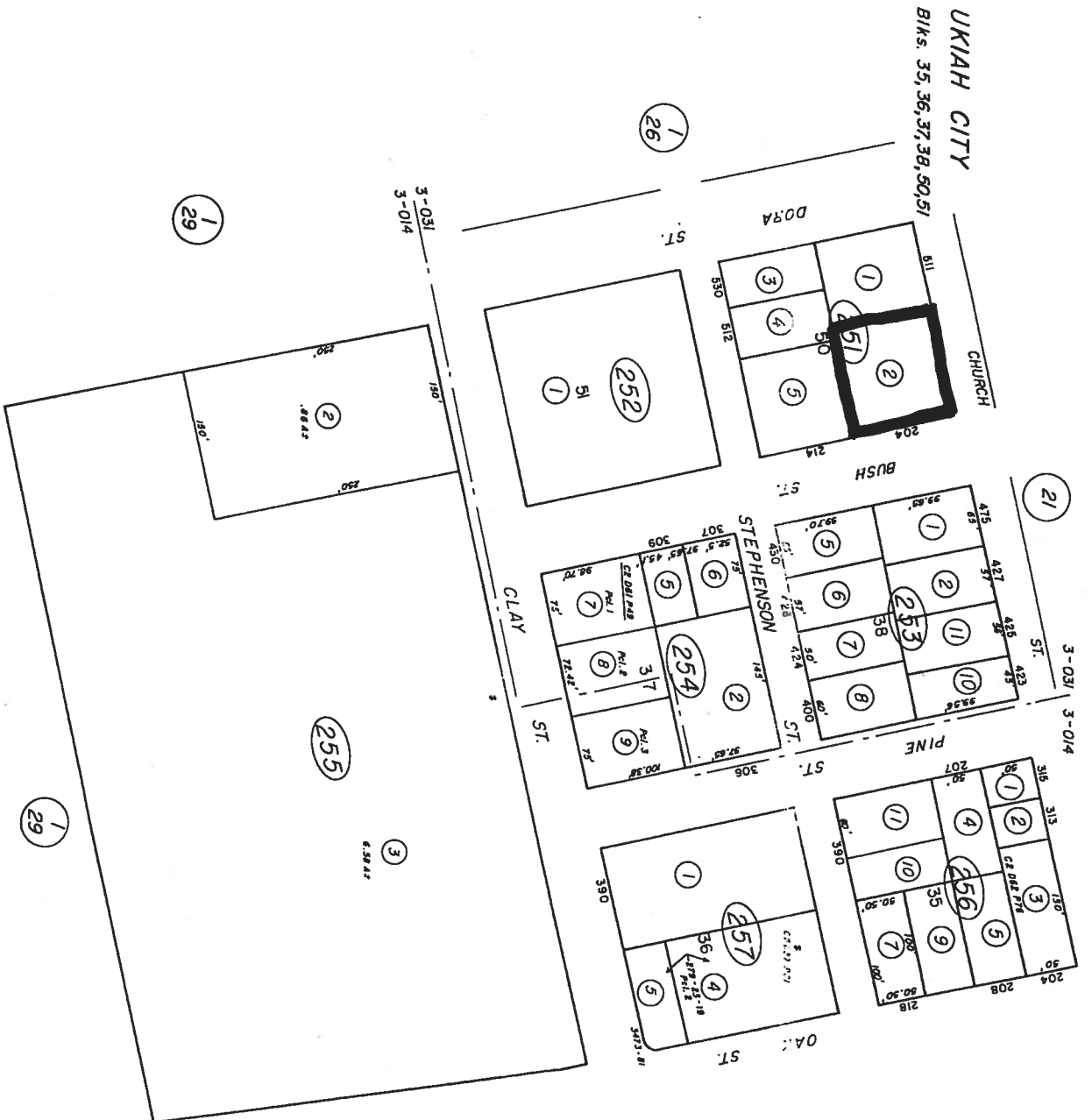


Attachment # 1
367-2309

Planning & Community Development Department
300 Seminary Avenue
Ukiah, CA 95482
Email: planning@cityofukiah.com / Web: www.cityofukiah.com
Building Services
Phone: (707) 463-6203 / Fax: (707) 463-6204
Inspection Line: (707) 463-6739 #1107

BUILDING PERMIT APPLICATION

Value of Work (\$): \$ 3000.00	Assessor Parcel Number: 002-251-02	Use of Building: residence OFD
Building Address: 204 South Bush St., UKIAH, CA 95482		
Description of Work: FRONT remove all siding / repair porch - remove all rot from porch		
Building Owner Name: Robert Vardanega	Building Owner Email:	Building Owner Phone #:
Building Owner Mailing Address (Street Number and Name, City, State, Zip Code): P.O. Box 13249 Oakland CA. 94661		Customer ID:
Designer Name:	Designer Email:	Designer Phone #:
Designer Mailing Address (Street Number and Name, City, State, Zip Code):		Customer ID:
Contractor Name:	Contractor Email:	Contractor Phone #:
Contractor Mailing Address (Street Number and Name, City, State, Zip Code):		Customer ID:
LICENSED CONTRACTOR'S DECLARATION: I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (Commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. License Class: _____ License Number: _____		
Contractor Signature: _____		Date: _____
OWNER-BUILDER DECLARATION: I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (section 7031.5, Business and Professions Code: Any City or County that requires a permit to construct, alter, improve, demolish, or repair any structure prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (Commencing with section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).): ☒ I, as owner of the property or my employees with wages as their sole compensation, will do (X) all of or () portions of the work, and the structure is not intended or offered for sale (section 7044, Business and Professions Code: The Contractor's State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.). ☐ I, as the owner of the property, am exclusively contracting with licensed Contractors to construct the project (section 7044 Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon and who contracts for such projects with a licensed Contractor pursuant to the Contractors' State License Law). ☐ I am exempt from licensure under the Contractors' State License Law for the following reason:		



Assessor's Map
County of Mendocino, Calif.
March, 1948

NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated herein.

MEMORANDUM

TO: Demolition Permit Review Committee

FROM: David Willoughby, Building Official

DATE: July 16, 2015

SUBJECT: 204 S. Bush St.

On July 16, 2015 I reviewed the Demolition Permit application materials and performed a site view. According to the Mendocino County Assessors record the home was originally constructed in 1886 and remodeled in 1905. The State of California Department of Parks and Recreation Historic Resources Inventory gives an estimated construction date of 1880 and according to the City of Ukiah Architectural Survey done in 1999 the home had an extensive remodel in 1907 to the current craftsman style present today. According to the Historical Inventory there have been numerous additions and remodels over the years and the home is most significant for its historic associations with local figures of note and community interest that have owned the home.

The current owner wishes to remove the shingle siding and expose the original redwood horizontal lap siding, repairing and replacing as needed with like kind to bring the home back to its original condition.

On July 16, 2015 I visited the site and I believe that the changing of the siding would not remove or tarnish the historical significance of the home and in fact will bring it back to its historically original condition.

ATTACHMENTS:

1. Demolition Permit Application Materials.

State of California - The Resources Agency

DEPARTMENT OF PARKS AND RECREATION

HRI# 5482

CONTINUATION SHEET

NRHP Status Code 3S

City of Ukiah Architectural Survey☒ Update ☐ Continuation

Resource Name:

APN: 002-251-02-00

P2. Property Address: 204 Bush Street, S.
Ukiah, CA 95482

P3. Description: There is a wire hairpin fence surrounding the property.

P4. Resources Present: ☒ Building ☐ District ☐ Element of District

P6. Date Constructed: c. 1880, altered to Craftsman c. 1907

P7. Owner and Address: Charles J. & Judy M. Hickey
204 S. Bush Street

B5. Architectural Style: Craftsman

B6. Construction History: (Changes or alterations since 1985)

Applicable Criteria C

B10. Significance: According to the present owner, this house originally looked like 214 South Bush. It was very competently remodeled into a large Craftsman home in 1907. This is an excellent example of the trend in Ukiah to update or remodel an older home rather than to build a new one.

Site Photo



P8. Recorded by: Bonnie W. Snyder, P.S. Preservation Services, P.O. Box 191275, Sacramento CA 95819

P9. Date Recorded: July 1, 1999

HISTORIC RESOURCES INVENTORY

Ser. No. _____
HABS _____ HAER _____ NR 5 SHL _____ Loc _____
UTM: A 10/481840 B 4333080
C _____ D _____

IDENTIFICATION

1. Common name: Bartlett Residence
2. Historic name: Peabody/Caughey Residence
3. Street or rural address: 204 So. Bush
City Ukiah Zip 95482 County Mendocino
4. Parcel number: 002-251-02
5. Present Owner: George O. & Zella Bartlett Address: 204 S. Bush
City Ukiah Zip 95482 Ownership is: Public _____ Private X
6. Present Use: Residential Original use: Residential

DESCRIPTION

- 7a. Architectural style: Craftsman, Eastlake, Colonial
- 7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

The house is both one and two stories in height. A one story gabled wing extends to the south from the two story portion which has a central gabled section with a hip roofed section on the north. The central gable has spoolwork in the gable peak and a decorative fascia. The porch extends across the facade, rounded on the north and recessed on the south, conforming to the shape of the southern wing. Craftsman touches are seen in the battered posts, connected by a solid low balustrade, the porch roof, and the flared second floor base. The building is shingled. Windows are double hung with decorative upper portions containing a central pane surrounded by smaller panes. Window molding, fascia, porch frieze and posts are highlighted in white paint, contributing to a Colonial Revival image.

The original form of the structure has received an accumulation of additions and alterations through time. Extensive remodeling took place. Several outbuildings include a shed-roofed structure to the south, a shingled gabled building at the rear and a garage surfaced with narrow clapboard.

Large trees, lawn and shrubs are enclosed by a wire fence.



8. Construction date:
Estimated 1880 Factual _____
9. Architect Unknown
10. Builder Unknown
11. Approx. property size (in feet)
Frontage 100 Depth 110
or approx. acreage _____
12. Date(s) of enclosed photograph(s)
Oct. 1984

13. Condition: Excellent ____ Good ____ Fair X Deteriorated ____ No longer in existence ____
14. Alterations: Numerous additions and alterations
15. Surroundings: (Check more than one if necessary) Open land ____ Scattered buildings ____ Densely built-up X
Residential X Industrial ____ Commercial ____ Other: ____
16. Threats to site: None known X Private development ____ Zoning ____ Vandalism ____
Public Works project ____ Other: ____
17. Is the structure: On its original site? X Moved? ____ Unknown? ____
18. Related features: Garage, outbuildings

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

In 1871 Robert McGarvey sold this property to James and Emily Sloper. By 1872 the Assessment Roll shows an \$850 improvement on the NE $\frac{1}{2}$ of the parcel. In 1974 the Slopers filed a homestead on the land and dwelling. When the east $\frac{1}{2}$ of the property sold in 1879 to Mrs. M.A. Johnson the price paid was \$1,000. By 1881 Mrs. Johnson sold to George Whitehorn and a year later he sold to Mrs. Mary A. Kelton. In 1884 Henry A. Peabody bought the property and divided the east half into two parcels, retaining the northern part for himself. In 1880 Henry Peabody came to Ukiah where he went into business with A.W. Sefton, managing the Dispatch Democrat newspaper. In 1897 he sold the house to Mrs. L.M. Wyckoff, who in 1903 sold to Frank L. Caughey. Caughey came to California with his father, who set up a very profitable shingle manufacturing business in Mendocino County in 1868. In 1893 Frank became vice-principal at Ukiah High School. In 1898 he was elected County Auditor for two terms. From February 1911 until 1914 he served as postmaster in Ukiah. After Mr. Caughey's death, George and Zella Bartlett purchased the home from his estate. Mr. Bartlett owned Bartlett Oil and Burner Company.

The cumulative structure is most significant for its historic associations with local figures of note and community interest.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)

Architecture ____ Arts & Leisure ____
Economic/Industrial ____ Exploration/Settlement ____
Government 1 Military ____
Religion ____ Social/Education 2

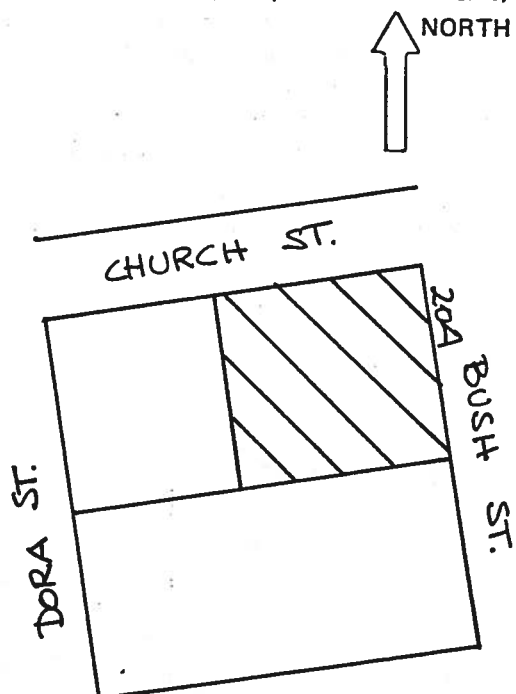
21. Sources (List books, documents, surveys, personal interviews and their dates).

Title abstract
Sanborn Maps
Assessment Rolls Histories
History of Lake and Mendocino County
Old newspaper articles

22. Date form prepared November 22, 1985

By (name) P. Boghosian/Vol. Committee
Organization Hist. Env. Cons./City of Ukiah
Address: 203 S. School St.
City Ukiah Zip 95482
Phone: (707) 462-2971

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



**CHAPTER 1
BUILDING REGULATIONS**

ARTICLE 3. EXCLUSIONS AND MODIFICATIONS

SECTION:

- §3015: Exclusion
- §3016: Modifications To The California Building Code
- §3030: California Building Code Section 105.5
- §3031: California Residential Code Section R105.5
- §3032: California Mechanical Code Section 114.4
- §3033: California Plumbing Code Section 103.3.3
- §3040: Uniform Code For Building Conservation

§3015 EXCLUSION

The provisions of this chapter shall not apply to any project under the control and jurisdiction of the city of Ukiah, the county of Mendocino, the state of California or the United States unless, and to the extent, the contract or specifications for a particular project specifies compliance with this chapter or any of the model codes adopted herein. (Ord. 838, §1, adopted 1984; Ord. 1103, §1, adopted 2007)

§3016 MODIFICATIONS TO THE CALIFORNIA BUILDING CODE

A. The section of the California building code, relating to applications for building permits is modified to require in an application to demolish a building, the date when the building was first constructed, if known. The terms "demolish" or "demolition", as used in this section, shall mean: 1) the tearing down of all or part of a building or 2) the cumulative alteration of a building pursuant to one or more building permits issued over a five (5) year period, where fifty percent (50%) or more of the structural or exterior components of the building are removed or replaced. The review required by this section shall occur with the application for the permit that: 1) results in the tearing down of all or part of the building or 2) authorizes the cumulative alteration of the building that equals or exceeds the specified percentage.

B. The section of the California building code, relating to the issuance of a building permit, is modified to require that, as to buildings constructed fifty (50) years or more prior to the date of application, the director of planning or his/her designee shall determine whether:

1. The building is an accessory building such as, but not limited to, a garage, storage shed, or carport, whether attached or detached to a main building; except that certain accessory buildings, such as carriage houses, which are presumed to have historic or architectural significance shall be subject to further review as provided in subsection D of this section, unless the building is subject to demolition under subsection B2 of this section.
2. Immediate demolition of the building is necessary to protect the public health or safety and the failure to immediately demolish the building would constitute a serious threat to the public health or safety.

C. If subsection B1 or B2 of this section applies to the building, no further review shall be required under this section and the permit shall be issued in accordance with the provisions of the California building code.

D. If the planning director finds that neither of the exceptions in subsection B1 or B2 of this section applies to the building, a building permit to demolish a building shall be subject to further review in accordance with this section. The planning director shall transmit the proposal to the demolition review committee, or other official reviewing body established by the city council, for review, comment, and a recommendation to the city council. Once the demolition review committee formulates a recommendation concerning the disposition of the proposed permit, the planning director shall schedule and duly notice the matter for a public hearing and decision by the city council. The public noticing shall indicate the day, time, place, and purpose of the public hearing, and how additional information about the subject matter can be obtained. The public noticing shall be accomplished in the following manner:

1. Publication in a newspaper of general circulation in the city at least ten (10) days prior to the hearing.
2. Mailing or delivery at least ten (10) days prior to the hearing to the owner(s) of the subject property, or his/her agent, and to the project applicant, if the applicant is not the owner.
3. First class mail notice to all owners (as shown on the latest available Mendocino County tax assessor's equalized assessment roll) of property within three hundred feet (300') of the subject property.

E. In reviewing proposed permits, and formulating recommendations to the city council, the demolition review committee shall consider any information provided during the meeting, and shall use the following criteria. The structure:

1. Has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind; or
2. Exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, or architectural history; or
3. Is strongly identified with persons or events significant in local, state, or national history.

F. If the demolition review committee finds that any of the criteria listed in subsection E of this section apply to the building proposed for demolition, it shall recommend denial of the permit to the city.

G. 1. The city council shall conduct a public hearing pursuant to subsection D of this section to consider the recommendation of the demolition review committee, and to determine if any of the criteria listed in subsection E of this section apply to the building proposed for demolition. If the city council determines that any one of the criteria applies, it shall make a corresponding finding to that effect.

2. At the hearing, the applicant shall have the opportunity to present evidence that a viable market does not exist for the building, taking into account the condition of the building, the probable cost to put the building into marketable condition, and the uses of the property allowed under existing or probable future zoning regulations. The city council shall consider such evidence offered by the applicant and any other information presented at the meeting by any interested party or by staff, to determine whether or not a viable market exists. "Viable market" means that it is reasonably likely that the building could be sold within a commercially reasonable period of time for more than the seller would be required to invest in the purchase of the property and preparing the property for sale, or that the property could produce a reasonable return on the amount of money it would take to purchase the property and prepare the building for income producing purposes. "Reasonable return" means the average rate of return on real estate investments in the Ukiah Valley.

3. If the city council determines that a viable market exists:

- a. It shall so notify the building official who shall not issue the permit. The city council shall determine whether a viable market exists based on substantial evidence presented at the hearing, or, it may assume that a viable market exists, if the applicant fails to present substantial evidence that a viable market does not exist;
- b. Not more than once within any twelve (12) month period, the applicant may submit a new application for a permit and the city council may reconsider whether a viable market exists:
 - (1) Upon a showing by the applicant that market conditions have changed; or
 - (2) Based upon new information that in the exercise of reasonable diligence the applicant could not have produced at the first hearing.

4. If the city council determines, based on substantial evidence, that a viable market does not exist, the issuance of the permit shall be stayed for a period of ninety (90) days.

a. During that ninety (90) day period, the city shall do the following:

- (1) Determine whether other alternatives to demolition exist, which are acceptable to the applicant, that would preserve the historic, architectural or cultural significance of the building;
- (2) Determine whether funds are available from any private source for the acquisition and preservation of the building through a negotiated purchase on terms acceptable to the applicant; or
- (3) If sufficient funds are available from any private source and a negotiated purchase is not possible, determine whether to acquire the building through eminent domain.

b. If within the ninety (90) days, the city does not reach agreement with the applicant or commence acquisition of the building, the building official may issue the permit in accordance with the provisions of the California building code.

**DEMOLITION PERMIT REVIEW
COMMITTEE MEETING
July 23, 2015**

MEMBERS PRESENT

Tim Eriksen
David Willoughby
Charley Stump, Acting Chair
Cathy Elawadly, Recording Secretary

OTHERS PRESENT**MEMBERS ABSENT****STAFF PRESENT**

The regular meeting of the City of Ukiah Demolition Review was called to order by Acting Chair Stump at 2:16 p.m. in the Conference Room 1, 300 Seminary Avenue, Ukiah, California. Roll was taken with the results listed above.

3. APPROVAL OF MINUTES: February 20, 2014

M/S Willoughby/Eriksen to approve February 20, 201 minutes, as submitted. Motion carried (3-0).

4. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS**5. APPEAL PROCESS**

There is no formal appeal process of decisions made by the Committee. All decisions are advisory to the City Council.

6. DEMOLITION PERMIT REVIEW AND RECOMMENDATIONS

A. Application by Robert Vardanega to remove siding to original siding and repair dry rot on porch on a dwelling over fifty years old. The single family dwelling is located at 204 S. Bush Street.

Member Willoughby reviewed the Demolition Permit application and determined:

- The single family dwelling is listed in the City of Ukiah Historic Resources Inventory.
- The home was originally constructed in the 1880s and according to the City of Ukiah Architectural Survey done in 1999 the home had a substantial remodel done in the early 1990s to the current craftsman style present today. According to the Historical Inventory there have been numerous additions/remodels over the years.
- The building is in good condition.
- The current owner wishes to remove the shingle siding and expose the original redwood horizontal lap siding, repairing and replacing as needed with like kind to bring the home back to its original condition.
- Additionally, the existing porch is in need of repair from dry rot.

Acting Chair Stump:

- Requested clarification the existing shingle siding was added some time later after original construction.
- The proposed project would likely enhance the historic value of the home by bringing it back to its original historic condition.

Member Willoughby:

- Confirmed the shingle siding was added at a later time and has no knowledge when this was done.
- Agreed the proposed project would enhance the historic value of the home.

M/S Eriksen/Willoughby that the proposed project 1) does not fulfill the criteria for a historical significant structure pursuant to Section 3016(E) of the Ukiah City Code and 2) the project would enhance any historic value that the structure has and therefore, recommends City Council approve issuance of the demolition permit for the removal of the existing shingle siding and repair dry rot on the porch on a dwelling over 50 years old located at 204 S. Bush Street.

AYES: **Members Willoughby, Eriksen, and Acting Chair Stump**
NOES: **None**
ABSENT: **None**

7. ADJOURNMENT

There being no further business the meeting adjourned at 2:20 p.m.

Cathy Elawadly, Recording Secretary

**NOTICE OF CEQA
EXEMPTION**



Attachment #

7

TO:

- ☐ Office of Planning and Research 1400
Tenth Street, Room 121 Sacramento, CA
95814
- ☐ County Clerk
County of Mendocino
Courthouse
Ukiah, CA 95482

FROM:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

PROJECT TITLE: Vardanega Demolition Permit #1107

DESCRIPTION OF PROJECT: The project involves the removal of all the exterior wood shingles on a single family residence over 50-years old, exposing and re-using the original wood siding, and repairing an exterior porch. The residence is over 50-years old and subject to historic resource review.

LOCATION: The site is located at 204 South Bush Street, Ukiah APN 002-251-02

PUBLIC AGENCY APPROVING PROJECT: City of Ukiah – City Council

NAME OF PROJECT APPLICANT: .Robert Vardanega

CEQA EXEMPTION STATUS:

- ☐ **Categorical Exemption Section** 15301 (L)(1) - Class 1 Demolition of a portion of an existing structure (exterior siding)

REASONS WHY PROJECT IS EXEMPT: The project involves the removal (demolition) of more than 50% of the exterior material from an existing residence

LEAD AGENCY CONTACT PERSON: Charley Stump

TELEPHONE: (707) 463-6200

SIGNATURE: _____

Charley Stump, Director
Planning and Community Development
City of Ukiah

Date



CITY OF UKIAH



**CALIFORNIA DEPARTMENT OF FISH AND
GAME**

CERTIFICATE OF FEE EXEMPTION

De Minimus Impact Finding

PROJECT TITLE: Vardanega Demolition Permit #1107

DESCRIPTION OF PROJECT: The project involves the removal of all the exterior wood shingles on the house; exposing and re-using the original wood siding, and repairing an exterior porch. The residence is over 50-years old and subject to historic resource review.

LOCATION: The site is located at 204 South Bush Street, Ukiah (APN 002-251-02)

FINDINGS OF EXEMPTION:

1. The proposed project is consistent with the goals and policies of the Ukiah General Plan.
2. The proposed project would not have an adverse impact on fish and wildlife resources, because it involves removing exterior siding from a residence located in a dense urban environment.
3. No creeks or streams exist on or near the site, therefore none would be affected by the project.
4. No trees or natural habitat would be impacted by the project, which involves the removal of exterior siding material from a single family residence over 50-years old.

CERTIFICATION:

I hereby certify that the public agency has made the above finding and the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Charley Stump

August 6, 2015
Date

Title: Director of Planning and Community Development **Lead Agency:** City of Ukiah



ITEM NO.: 12a

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION OF AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH GHD, INC. IN AN AMOUNT NOT TO EXCEED \$8,318 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND IN AN AMOUNT NOT TO EXCEED \$24,967 FOR RE-DESIGN OF CONSTRUCTION DOCUMENTS, FOR THE NORTHWESTERN PACIFIC RAIL TRAIL PROJECT PHASE 1, SPECIFICATION NO. 14-01, AND IF APPROPRIATE, APPROVAL OF CORRESPONDING BUDGET AUTHORIZATION FOR FY 15/16

Summary: Staff is requesting this item be continued to the August 19, 2015 meeting. The item involves the consideration of amendments for two separate agreements for the NWP Rail Trail Project Phase 1 to address potential changes to the scope of work: Amendment No. 2 to a professional services agreement with GHD in the amount of \$8,318 for construction and inspection services; and Amendment No. 2 in the amount of \$24,967 for re-design of construction documents.

Background & Discussion: This item was previously before the City Council on July 15 and continued to August 5 for staff to provide further information. Staff needs additional time to address this matter and requests continuance to the August 19, 2015 City Council meeting. Key personnel at GHD have been unavailable to finish the discussion that was started following the July 15 meeting.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$33,285	Gas Tax Trans Traffic Congestion Relief Fund Balance	51024220.80230	Yes ☒ No ☐	

RECOMMENDED ACTION(S): Continue this item to the next City Council meeting scheduled for August 19, 2015.

ALTERNATIVES: 1. Provide staff with other direction.

Citizens advised: None.
Requested by: Tim Eriksen, Director of Public Works/City Engineer
Prepared by: Ben Kageyama, Senior Civil Engineer
Coordinated with: Sage Sangiacomo, City Manager
Presenters: Tim Eriksen, Director of Public Works/City Engineer
Attachments: None.

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 12b

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT**SUBJECT: CONSIDERATION OF REQUEST TO UTILIZE EIGHT PUBLIC PARKING SPACES FOR A TESLA MOTORS ELECTRIC VEHICLE SUPERCHARGING STATION**

Summary: This item is being placed on the agenda as a placeholder. Discussion regarding a proposed Tesla Motors Supercharging Station was held at the July 15th Council meeting, where a number of suggestions were made regarding the proposal. Staff is continuing to work with Tesla regarding these items and a full report was not available in time for publication. At the Council Meeting, staff will provide a status update and if available, present a revised proposal for consideration.

FISCAL IMPACT:

Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
N/A	N/A	N/A	Yes ☐ No ☒

RECOMMENDED ACTION(S): Discuss and provide direction to Staff; if the desire is to proceed with an agreement with Tesla, authorize the City Manager to negotiate and execute the agreement

ALTERNATIVES: Provide alternative direction to Staff.

Citizens advised: Maryanne Villwock, neighbor to proposed site
Requested by: Tesla Motors
Prepared by: Shannon Riley, Program and Grant Administrator
Coordinated with: Mel Grandi, Electric Utility Director, Jimmy Lozano, Electrical Engineer Tech III, Kevin Thompson, Principal Planner
Presenters: Shannon Riley, Program and Grant Administrator
Attachments: N/A

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 12c

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: UPDATE ON PROGRESS TO INCLUDE FOOD WASTE IN THE GREEN WASTE STREAM

Summary: City staff will update the City Council on the progress to incorporate the food waste stream into the green waste stream.

Background: On May 20, 2015, the City Council gave direction to staff that the option of putting food waste into the green waste can was the preferred alternative for a food waste recycling program. At the meeting, it was clear that the City Council wanted this program available to the rate payers as soon as possible. Staff agreed to start a rate review analysis of the options that were presented. These options did not involve the end user, only how the waste would be handled after it was picked up from the curbside cans.

Subsequently, the new City Manager, Sage Sangiacomo (who was not involved in this discussion prior to his appointment) identified that the contractual terms for a compost recycling facility to accept the material from Ukiah must first be negotiated, regardless of how the waste stream was hauled. Fortunately, Cold Creek Compost is a locally owned and operated facility that offers organic waste recycling services and is willing to negotiate a potential alternative. For two decades, Cold Creek Compost has worked to develop the recycling and composting industry so that more waste can be diverted from landfills.

City staff facilitated a meeting between the owner of Cold Creek Compost and the City's franchise waste hauler, C&S. The meeting was held on July 30th and C&S provided Cold Creek Compost a draft contract that was based on an existing agreement for similar services in Willits with Cold Creek Compost and the hauler for that region.

Discussion: The negotiations are in process between C&S and Cold Creek Compost for a potential food waste program that could be considered by Council. In an effort to avoid delay, staff is pushing for terms that would not result in an immediate rate increase for the added food waste service. Any alternative requiring a rate adjustment would trigger a lengthy Proposition 218 rate review process, thus delaying consideration and implementation of a food waste recycling program. The City and C&S are already contractually scheduled to perform a Proposition 218 rate review process on all of the waste/recycling services at the end of 2016.

Staff has impressed upon both C&S and Cold Creek Compost the importance of a speedy negotiation and both parties seem ready to move forward. If the parties can agree to contractual terms and those

Continued on Page 2

RECOMMENDED ACTION(S): Receive status update on a possible food waste program and provide additional direction if necessary.

ALTERNATIVES: N/A

Citizens advised: C&S and Cold Creek Compost
Requested by: Sage Sangiacomo, City Manager
Prepared by: Tim Eriksen P.E., Director of Public Works and City Engineer
Coordinated with: Sage Sangiacomo, City Manager
Presenters: Tim Eriksen, P.E. Director of Public Works and City Engineer
Attachments: N/A

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

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

Approved: _____

Sage Sangiacomo, City Manager

terms do not include a rate increase, a program could be brought forward for Council's consideration and be underway in the late fall of 2015. Staff will provide an updated status on the negotiations at the Council meeting.

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



ITEM NO.: 13a

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDER ADOPTING A RESOLUTION APPROVING THE DOOLIN CREEK RESTORATION AND ENHANCEMENT PLAN

Summary: The Ukiah Paths, Open Space and Creeks Commission has completed a draft restoration and enhancement plan for Doolin Creek. The purpose of the plan is to create a vision for the long-term preservation of the healthy portions of the creek, restoration and enhancement of degraded areas, and reestablishing part of the creek as a place for human use and appreciation.

Background: The effort to create a vision for the restoration and enhancement of Doolin Creek was a collaborative effort by many individuals and groups over a twelve-year time span. The effort began in 2002 when the City contracted with the RRM Design Group, but the project was never completed. In late 2012, interested citizens and City staff brought the incomplete document to the attention of the Paths, Open Space, and Creeks Commission. Although over a decade had passed since it was initially drafted, the Commission decided that the ideas for restoring and enhancing the creek were worth revisiting. However, more work needed to be done to finish the document. The Commission, with the help of community partners, embarked on a project to revise and complete the document and present it to the Ukiah City Council.

Discussion: The Draft Plan includes: 1) an assessment of the existing conditions on Doolin Creek as it flows through the City limits; 2) creek enhancement and public access opportunities; 3) a case study of the Santa Rosa Creek Stewardship Program; 4) a description of potential project areas along the creek; 5) recommended strategies for enhancement; 6) estimated costs for possible improvements; and 7) a listing of potential funding sources.

Potential Project Areas: The Vision Plan includes three primary potential project areas: 1) South of Talmage Road; 2) North of Talmage Road; and 3) Mulberry Street. The Plan acknowledges that most areas along Doolin Creek are privately owned and that permission must be obtained from landowners prior to performing work in these areas. Additionally, streambed alteration permits would have to be secured from the State Department of Fish and Wildlife.

Continued on Page 2

RECOMMENDED ACTION(S): 1) Adopt Resolution approving the Doolin Creek Restoration and Enhancement Plan.

ALTERNATIVES: 1) Provide alternative direction to Staff

Citizens advised: Publically noticed according to the requirements of the Ukiah City Code.
Requested by: Paths, Open Space and Creeks Commission
Prepared by: Charley Stump, Director of Planning and Community Development
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Charley Stump, Director of Planning and Community Development
Attachments: 1. Resolution
2. Doolin Creek Restoration and Enhancement Plan

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

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

Approved: 
Sage Sangiacomo, City Manager

South of Talmage Road

This site presents the timeliest opportunity to be implemented due to the potential Talmage Road widening project. This stretch of creek is on City-owned land and lends itself well to a passive park-like setting. This Plan includes two separate alternative conceptual designs, both of which would require modifying the configuration of the present channel (see page 16 of the document).

Alternative 1: Below the existing culvert under State Street and the gas station, the creek channel bends away from Talmage Road to create a small park contained by Talmage and Lewis Streets. In this alternative, paths follow along the streets and bridge over the creek.

Alternative 2 includes a new culvert under State Street and day lighting between businesses where Lewis Street is today. After passing those businesses, Lewis Street would be removed to create a large greenway flanked by landscaped berms between the greenway and the Runway Protection Zone. This more natural approach to the greenway allows for a slightly larger park area and more meandering of the path. Based on meetings held with staff and stakeholders, this alternative represents the preferred direction for the South of Talmage area.

North of Talmage Road

The second project area is on the North side of Talmage Road near Cunningham Street. This area is immediately downstream from the South of Talmage project area. At this corner there are large aluminum sided warehouses. The part of this lot facing Talmage is sizeable and open with a large canopy tree.

Alternative 1 for this site envisions widening the creek channel and providing a weir. A wide sidewalk between the creek and Talmage would contain street trees that would provide shade and allow for optimal viewing of the creek (page 17 of the document)

Alternative 2 shows a more standard sidewalk with benches and grass mounds near the creek. Trees shade the creek on the south side and a small bridge provides a pedestrian connection to a possible plaza area.

Mulberry Street

The third project area is bordered by a dead-end street that could be used for access off Washington Avenue. This site is zoned for high-density residential (R-3; up to 28 units per acre). Alternative 1 includes developing the vacant parcel east of Mulberry Street with six homes on a small court set back from the creek, with a meandering path and trees shading the widened creek.

Alternative 2 includes a small neighborhood park and playground with a parking lot, picnic tables, and a trail system that bridges the creek. Trees would buffer the park front adjacent business and while providing shade for the creek and playground. Stakeholders reviewing these concepts preferred Alternative 2. Both alternatives would complement the existing community garden located on the west side of Mulberry Street south of the bridge. Both alternatives could provide access from Mulberry Street to State Street.

Recommended Project Prioritization: The Plan encourages the three projects to be programmed as a single project. However, if not possible, they may be pursued individually as funds become available, and prioritized in the following order:

1. South of Talmage Road (Alternative 2)
2. Mulberry Street (Alternative 2 preferred; Alternative 1 without grant or mitigation funding)
3. North of Talmage Road (Alternative 1 or 2)

Environmental Review: The project is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15306, Class 6 (Information Collection) because it's a data collection and a resource evaluation activity that would not result in a serious or major disturbance to the environment.

Conclusion: The Paths, Open Space and Creeks Commission, with the assistance of a number of interested members of the public, have completed a Plan for the restoration and enhancement of Doolin Creek. This is the third and final "creek master plan" called for in the General Plan and constitutes a strategy for restoring and enhancing the creek into a community asset, and identifying possible ways to create public access along the creek.

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

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE DOOLIN CREEK RESTORATION AND ENHANCEMENT PLAN

WHEREAS, the 1995 General Plan calls for the creation of *Stream and Creek Restoration Master Plans for each creek flowing through the City limits*; and

WHEREAS, The City commissioned a restoration and enhancement plan for Doolin Creek and the Paths, Open Space and Creeks Commission, with the assistance of community partners has completed the Plan; and

WHEREAS, the purpose of the Plan is to create a vision for the long-term preservation of the healthy portions of the creek, restoration and enhancement of degraded areas, and reestablishing part of the creek as a place for human use and appreciation; and

WHEREAS, Doolin Creek Restoration and Enhancement Plan includes: 1) an assessment of the existing conditions on Doolin Creek as it flows through the City limits; 2) creek enhancement and public access opportunities; 3) a case study of the Santa Rosa Creek Stewardship Program; 4) a description of potential project areas along the creek; 5) recommended strategies for enhancement; 6) estimated costs for possible improvements; and 7) a listing of potential funding sources; and

WHEREAS, the Plan identifies potential project areas along Doolin Creek including 1) South of Talmage Road; 2) North of Talmage Road; and 3) Mulberry Street; and

WHEREAS, the draft document was distributed for review and comment to all participating and interested groups, organizations, citizens, and property owners adjacent to the potential project areas; and

WHEREAS, The Paths, Open Space and Creeks Commission worked with staff, interested groups and citizens, modified language, added language, and prepared a final draft version of the document; and

WHEREAS, The Ukiah City Council has reviewed and discussed the proposed Doolin Creek Restoration and Enhancement Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah finds as follows:

1. The Doolin Creek Restoration and Enhancement Plan is consistent with the goals and policies of the Ukiah General Plan because it fulfills Goal OC-9: *Conserve and enhance channels for creeks and waters flowing through the Planning Area*; and Policy OC-9.1: *Establish a Stream and Creek Restoration Master Plan for each creek flowing through the City limits*.
2. The purpose of the Doolin Creek Restoration and Enhancement Plan is to create a vision for the long-term preservation of the healthy portions of the creek, restoration and enhancement of degraded areas, and reestablishing part of the creek as a place for human use and appreciation.

3. The Doolin Creek Restoration and Enhancement Plan represents a strategy for contributing to the enhancement of the quality of life in the City of Ukiah.
4. The California Environmental Quality Act does not apply to the project because pursuant to CEQA Guidelines Section 15306, Class 6, (Information Collection) because it's a data collection and a resource evaluation activity that would not result in a serious or major disturbance to the environment. In addition, it can be seen with certainty that there is no possibility that the activity resulting from the document will not have a significant effect on the environment. This conclusion is reached because the purpose of the document is to ensure the maintenance, restoration, enhancement and protection of Doolin Creek.

PASSED AND ADOPTED this 5th day of August 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



Doolin Creek

A Vision for Restoration and Enhancement

July 14, 2015

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Doolin Creek

A Vision for Restoration and Enhancement

Acknowledgements

The effort to create a vision for the restoration and enhancement of Doolin Creek was a collaborative effort by many individuals and groups over a twelve-year time span. The effort began in 2002 when the City contracted with the RRM Design Group, but the project was never completed. In late 2012, interested citizens and City staff brought the incomplete document to the attention of the Paths, Open Space, and Creeks Commission. Although over a decade had passed since it was initially drafted, the Commission decided that the ideas for restoring and enhancing the creek were worth revisiting. However, more work needed to be done to finish the document. The Commission, with the help of community partners, embarked on a project to revise and complete the Vision document and present it to the Ukiah City Council.

Prepared by:

City of Ukiah Paths, Open Space, and Creeks Commission

Deborah Edelman
David Grim
Beth Lang
Amanda Samana
Christopher Watt

Charley Stump, Director of Planning and Community Development
Rick Seanor, Deputy Director of Public Works

AO Consulting

Aram Ovsepien

RRM Design Group

With special thanks to the following community partners:

Robert Neale, Susan Knopf, Linda Sanders, and Joseph Scriven

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PURPOSE

The purpose of the Doolin Creek Restoration and Enhancement Plan is to provide long-term guidance for the preservation of the healthy portions of the creek, restoration and enhancement of degraded areas, and reestablishing parts of the creek as a place for human use and appreciation. In attempting to manage the creek in an environmentally sensitive manner and protect it from further degradation, the City of Ukiah hired RRM Design Group and Golden Bear Biostudies to prepare a conceptual restoration and enhancement plan. In the interest of implementation, this document presents guidelines to achieve these goals over time.

Although this Plan is site-specific and provides some detail, it is conceptual in nature. It is intended to help inform long-term planning and development decisions that would affect Doolin Creek. It is not intended to replace or supersede existing City plans or codes. If any of the improvements presented in this document were to be planned or built, the City would need to perform environmental review pursuant to the California Environmental Quality Act (CEQA) and follow all other applicable regulations and City planning review procedures. Furthermore, in many areas along its length, private property ownership extends to the centerline of the creek; permission must be obtained from private landowners prior to working on private property. Also, a California Department of Fish & Game Streambank Alteration Permit would be required to implement many of the enhancement opportunities discussed later in this document.

EXISTING CONDITIONS

The creeks in the Ukiah Valley serve as drainage channels for stormwater runoff, groundwater recharge, domestic and agricultural water supply, flood management, and habitat for fish and other aquatic life. Different types of urban activity have varying effects on vegetation and wildlife in a riparian corridor. Doolin Creek is a confined, heavily modified drainage channel that is surrounded by residential, commercial, open space and recreational land. Many of these uses over time have altered the natural features of the creek.

As a tributary that flows to the Russian River, Doolin Creek is a valuable natural resource capable of supporting a variety of habitats and wildlife. The majority of the creek only has flows during the wet winter months. A series of bridges and culverts allow for both pedestrian and vehicle crossings along the creek.

For the purpose of this Plan, the project area has been divided into reaches, distinguished by vegetation, hydrology, topology, adjacent land use, and access. The following map shows each of these reaches, with the creek bed roughly outlined to help orient the reader. The coloration of the reach boundaries indicates the ecological integrity of that portion of the creek, with blue indicating where the creek retains more of its natural characteristics, with each color thereafter indicating generally progressive degradation as it is channeled through urban and agricultural uses before emptying into the Russian River.



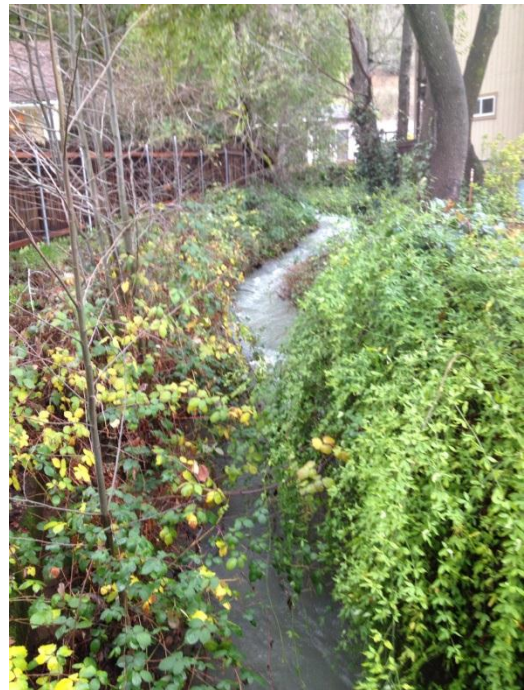
Doolin Creek Reach Map

Reach A – Foothills to Helen Avenue

Reach A stretches from the foothills down to Helen Avenue. It is the westernmost stretch of creek and remains the most natural section of the corridor. Along this stretch there are areas of severe erosion exposing tree roots and concrete footings. The vegetation is low with a medium density. The banks are narrow and steep, exaggerating the erosion problem.

Reach B – Helen Avenue to Dora Street

Reach B starts at Helen Avenue and continues to the intersection of Washington and Dora Streets. Many of the banks in this reach are covered in non-native and invasive species. This stretch of the creek is mainly residential, although it abuts school property. While a small number of residents have decided to make it a prominent feature of their home, the majority has turned its back to the potential. In one residential area there are bridges across the creek leading to slivers of land covered with rundown sheds. At the eastern most part of this reach an eight-foot tall wooden fence at the immediate back of a sidewalk blocks the creek from street view. On the west side of this narrow strip is Nokomis School which has a high chain link fence separating the school from the creek.



Looking west at the end of Helen Avenue



Washington and Dora – looking west



Washington and Dora – looking east

Reach C – Dora Street to State Street

This reach begins near a senior living center with a landscaped parking lot where Doolin Creek daylights at the north-eastern corner of Dora Street and Washington Avenue. This landscaped area is located in front of the retirement residence and features an attractive pedestrian bridge over the creek to the entrance of the building. Downstream, the creek widens into a rock-lined channel installed as part of a subdivision along Creekside Court and Mulberry Street. The homes are oriented with their back to the creek and the



Mulberry Street culvert – after a storm – looking west



Mulberry Street culvert – in dry period – looking west

improvements lack the vegetation to provide a more natural look. Despite the lack of designed integration of the creek into nearby residences, there is an active community garden on the west side of Mulberry Street (visible in the images above), and community members incorporate outdoor space between the garden and the subdivision into their neighborhood when permitted by the season. The creek then follows along Mulberry Street's edge until it is choked down to a width of a few feet. This tight segment is covered in dense vegetation.



Mulberry Street – looking east



Brookside Retirement Residence – looking west

Reach D – State Street to Northwestern Pacific Railroad

This reach begins as a culvert under State Street. It continues under a gas station and then day lights as no more than a confined channel approximately six feet wide along the south side of Talmage Road. The creek then tunnels under to the north side of the street where it meanders between residential neighborhoods and commercial and industrial uses. This reach provides the most opportunity for a restoration and enhancement project due to the City-owned property in the Runway Protection Zone, and the potential Talmage Road widening project.



South of Talmage Street – looking west



North of Talmage Street – looking east



Betty Street – looking east



Caldwell Frontage Road – looking west

Reach E – Northwestern Pacific Railroad to Russian River

Doolin Creek passes beneath the Northwestern Pacific Railroad (owned by the North Coast Railroad Authority) and then back into a residential area where high brick walls force it into a narrow channel where it is crossed by three residential streets. An apartment complex and undeveloped parcel, zoned for medium-density residential development (R-2; up to 14 dwelling units per acre), borders the east end of this reach. At this point, Doolin Creek crosses under Highway 101 and is channeled around an orchard, finally emptying into the Russian River.

CREEK ENHANCEMENT AND PUBLIC ACCESS OPPORTUNITIES

The goal of the Doolin Creek Restoration and Enhancement Plan is to create guidelines to help restore the creek to a more ecologically functioning and visually appealing amenity that safely conveys storm flows. The community should view Doolin Creek as an attractive resource, where people can observe natural processes through the seasons, and even gather for a picnic, have dinner at a restaurant along the creek, or learn more about their environment. To support this vision, restoration should include the following measures:

- Removal of invasive non-native plant species;
- Revegetation of degraded areas with native plant species;
- Annual debris clean-up;
- Sedimentation and/or erosion control measures;
- Restrictions to incompatible human activities including camping, graffiti, litter, etc.;
- Reconfiguration and naturalization of modified channels; and
- Enhancement of aquatic resources.

To improve aquatic habitat, shading of the creek bottom and pools may be established by planting and maintaining native trees, shrubs and emergent vegetation wherever possible, while maintaining creek flow. At least 75% of water surface area should be shaded at any given time to help keep the water temperature consistent and low. Logs, root wads, tree bundles, and boulders can serve as the primary cover elements added to pools. Cover may be incorporated with other stream enhancement structures such as log and boulder weirs, boulder clusters, and single and opposing wing deflectors. In all cases, proper hydraulic analysis by a registered civil engineer shall be required prior to installation of habitat structures in order to not create problems downstream. The following section explains these improvements in more detail.

Creek Improvement Measures

This section includes the following improvement measures designed to preserve healthy portions of the creek, restore and enhance degraded areas, and reestablish parts of the creek for human use and appreciation for the benefit of Ukiah residents.

1. Boulders

Boulder structures may be placed in the channel and along outside bends of the creek bank to create a desired habitat. They can be used to break up stream flow and to provide stream cover. It is desirable to create a variety of stream flow velocities, because young fish will select different velocities depending on whether they are feeding or resting. Different water velocities will also sort gravel and create diversity in the substrate. Boulders are well suited for diversifying flows because they are resistant to being displaced by high flows. They can be placed mid-channel without constructing a full-channel spanning structure. The interval in boulder clusters and between large boulders can provide escape cover for juvenile and adult fish.

There are some disadvantages to using boulders. One problem is that boulders often must be hauled to the construction site from a quarry. If there is not a quarry nearby, the cost of buying and trucking boulders can be very high. A second problem with using boulders is that if they are placed in mobile substrate, perimeter scour may cause the boulder to bury itself. For this reason, it may be necessary to use large boulders, or to secure boulders using polyester resin adhesive and cable to form a larger structure. Design of boulder structures depends upon the primary function to be served. The range of flows to which a particular structure or series of structures may be subjected will dictate size of boulders to be used, and proper anchoring techniques.

Boulders can be used in a variety of situations and configurations to perform a desired function or fulfill a particular habitat need. Possible configurations of boulders include weirs, clusters, and single and opposing wing-deflectors.

2. Boulder Weirs

Boulder weirs are primarily used to collect and retain gravel for spawning habitat, or to create one or more jump pools to facilitate fish passage on marginally accessible or impassable stream reaches. The boulders

used should be larger than boulders occurring naturally in the stream. Large angular boulders are most desirable as they are least likely to roll out of place during high flows.

Weirs that span the full channel width can be configured in several shapes including: 1) perpendicular to the flow (if used for back-flooding); 2) diagonal; 3) downstream-oriented “V”; and 4) “U”-shaped (if used to improve spawning gravel). Weirs should be keyed 4 to 6 feet horizontally into stream banks with a gradual downward slope of the weir height toward the lowest point of the creek. At the low point of the weir a “spillway” should be constructed by creating an opening one to two feet wide. This creates a notch through which flow is concentrated at low flows. The notch should be roughly triangular in shape with the apex of the triangle oriented down. Flat, broad spillways make fish passage difficult.

3. Boulder Clusters

Boulder clusters can be used to create scour pockets around boulders, provide rearing habitat for young fish, build quiet water resting areas for upstream migrating spawners, and sort spawning gravel. At least 3- to 5-foot diameter boulders are recommended.

In general, adjacent boulders should be 0.5 to 1 foot apart. The best configuration for boulders is usually a triangle of three boulders. Several of these clusters may be aggregated to increase scour area and create greater habitat complexity. If large angular quarry boulders are available, a single boulder can create good cover for juvenile and adult fish. Boulders should be placed within the middle two quarters of channel width, and not in a deposition zone. If boulders are too big they will divert the stream from its channel, or into soft stream banks.

4. Single and Opposing Boulder Wing-Deflectors

Single wing-deflectors are built to protect a portion of one bank by deflecting the flow away from the bank. They are also used to create scour by constricting the channel, thereby accelerating the flow. Wing-deflectors can also create quiet water resting areas for use by upstream migrating spawners. Opposing wing-deflectors are built to constrict the flow to create a scour pool and sort spawning gravel. These structures are best installed in long, uniform glides or riffles. They create rearing habitat for younger fish, as well as resting areas for upstream migrating spawners. The upstream side of the deflector will develop deposition that may become suitable spawning habitat.

5. Log Structures

Applications for log structures are similar to those for boulder structures. Logs may be used to provide in-stream cover for young fish and spawning adults, to scour pools for rearing habitat, to collect spawning gravel, and to stabilize eroding stream banks. Log structures have a variety of shapes and uses. These include straight log weirs, downstream-V weirs, diagonal weirs, upstream-V weirs, upsurge weirs, wing-deflectors, divide logs, digger logs, and Hewitt ramps. The various structures have specific purposes, which often dictate the specifications to which they are built. Many of these structures serve the dual purpose of trapping, sorting, and stabilizing gravel for spawning habitat as well as creating scour pools which act as rearing habitat for young fish and escape cover or resting areas for spawning adults.

6. Paths

There are several options for paths along Doolin Creek. A multiple-use soft path provided to serve pedestrians and all terrain cyclists could be created from decomposed granite, bark, compacted rock, or hard packed materials and earth. The material chosen should depend on the particular location of the path and the ability to accommodate multiple users. Depending on space and topography, a soft path may be appropriate at the top of the bank in order to reduce the maintenance due to washout. This type of pathway should be a width that is safe, be environmentally and aesthetically sensitive, provide for intended user groups, and meet funding requirements. In general, new public paths should also be ADA-accessible.

A multiple-use hard path would best accommodate individuals with disabilities, road bicycles and pedestrians. The surface could be constructed of smooth, hard or hard-packed, all weather material that is appropriate to the particular location and constructed to standards that consider use, safety, site characteristics, and funding. The optimal width would be eight feet with two-foot shoulders; however, path dimensions depend on surrounding properties and channel characteristics. To minimize impacts on fish, wildlife and vegetative habitat, and to reduce maintenance costs, the hard path trail should be keep out of environmentally sensitive creek channels.

If it is determined that a pedestrian-only path is the best alternative, then a soft path is the most cost-effective approach. These paths are low-impact trails approximately four feet wide and have earth, bark or other soft, appropriate, and aesthetically pleasing surface material.

Where creek channel characteristics make it undesirable to have a path on the bank, a cantilevered boardwalk may be an option, provided that any environmental impacts are appropriately mitigated.

General Improvement Measures

Within the City of Ukiah, storm water discharges to Doolin Creek are permitted under the State Water Resources Control Board Phase II Municipal Separate Storm Sewer System (MS4). As of this writing, the City of Ukiah is covered under a Phase II permit which has expired; the City has elected to seek coverage with the City of Santa Rosa and County of Sonoma when their Phase I permit is renewed in the near future. The Stormwater Low Impact Development (LID) Technical Design Manual¹ was developed by the City of Santa Rosa, County of Sonoma, and Sonoma County Water Agency (SCWA) to provide technical guidance and best management practices (BMPs) for project design. The new Phase I permit will require development projects of a certain size, type, and location to consider the types of measures that are included in the manual. The following is a brief list of measures for consideration in the Doolin Creek corridor as a means to improve storm water quality and to reduce the potential for further erosion.

¹ Available at: <http://srcity.org/departments/utilities/stormwatercreeks/swpermit/Pages/swLIDtechManual.aspx>

1. Trash Removal

The Mulberry Street stretch of Doolin Creek requires direct efforts of trash removal. During the summer months, the dry creek bed is used as a pedestrian footpath due to the proximity of nearby housing complexes and lack of direct access to State Street. An Adopt-A-Creek program should be feasible within this area of Doolin Creek (General Recommendation 7).

2. Plant Native Species and Invasive Species Removal

Planting native species to increase bank vegetation density is recommended along Reach D, particularly along Talmage Road at the airport, as well as North of Talmage Road. Plantings of native willow species should replace creek-choking blackberry and ornamental bushes.

3. Removal of debris

Failed riprap should be removed in Reach C, in the area of Mulberry Street.

4. Community Education

Phase II permit holders are required to educate the public on the impacts of human activities on waterways and the environment. However, specific community education efforts should be undertaken specifically targeting the Doolin Creek corridor to increase awareness of activities which have a direct and/or indirect effect on the quality and integrity of the creek. Such efforts can include a focused outreach campaign for residential areas and businesses along Doolin Creek to help minimize polluted runoff, which can contain fertilizer and pesticides from lawns, oil and antifreeze from driveways, and organic matter from pet waste and gardens.² These education activities could also be combined with a city-wide creek stewardship program, discussed in the following case study.

CASE STUDY – CITY OF SANTA ROSA CREEK STEWARDSHIP PROGRAM

In 2002, the City of Santa Rosa partnered with the Sonoma County Water Agency to form the Creek Stewardship Program.³ The stewardship program is responsible for managing 35-miles of trails along creeks and 100 creek miles and helps fulfill the City's General Plan goals for storm water treatment and recreational enhancements. The program's objectives include the following:

1. Increase the public's awareness of the values provided by local creeks by providing creek restoration, education, and recreation activities in conjunction with community partners.
2. Support volunteer Creek Stewards who serve as additional "eyes, ears and voice" to identify and report undesirable conditions and activities. Creek Stewards also perform minor maintenance and monitoring tasks and provide suggestions to enhance creek areas.

² U.S. EPA. *Getting in Step: A Guide for Conducting Watershed Outreach Campaigns*. Available at: <http://www.epa.gov/owow/watershed/outreach/documents/getnstep.pdf>

³ More information available at: <http://srcity.org/departments/utilities/stormwatercreeks/steward/Pages/default.aspx>

3. Provide timely and effective response to citizens' concerns regarding creek related maintenance, environmental, safety, and recreational issues.

In the mid-1990s, the City of Santa Rosa adopted a parcel fee for storm water treatment. A parcel is currently assessed by the amount of impervious surface area; parcels are generally assessed at \$39 for homeowners and approximately \$1,000 for large retail developments. The program collects about two million dollars annually through these fees. Half of the funds are used for compliance with regulatory permits under the National Pollutant Discharge Elimination System (NPDES) and the Small Municipal Separate Storm Sewer System (MS-4). The remaining \$1 million are used for creek restoration, stewardship projects, and community outreach. With its stable source of funding, the program has successfully leveraged additional grant funding for large restoration projects.

A Creek Stewardship Program employee works with the City's creek committee and is responsible for maintaining various records including a reporting system that tracks problems; coordinates with city departments; communicates an exact location, known situation and telephone number of the property owner. The public appreciates having one phone number for reporting their concerns. The program acts as a clearinghouse for complaints about trash, vandalism, graffiti, camping, poaching, etc. Such activities are dispatched to the appropriate department for a response. According to City staff, the program is especially valued by fire, police, and public works.

The program partners with the community, schools, government, watershed groups and property owners. Creek cleanup days are well attended; in 2013, approximately 2,000 volunteers participated. Like the City of Ukiah, the City of Santa Rosa is a member of the Russian River Watershed Association and has participated in the "Ours to Protect" signage program. These signs are posted near creeks and bridges throughout Sonoma and Mendocino County. The City of Santa Rosa is also presently working on an urban creek guide.

The stewardship program funds an environmental educational consultant that provides outreach to 6,000 students annually as part of their award winning educational program. The program has received awards from the Association of Environmental Professionals and from the California Storm Water Quality Association for its annual water quality survey work conducted by Santa Rosa high school students.⁴

The stewardship program supports improved water quality, flood control, and public safety. Members of the public also value having trails nearby for a nature and recreational experience within walking distance. According to City of Santa Rosa staff, the program has an excellent relationship with the Regional Water Quality Control Board since its functions support the RWQCB permit, and the general public, community groups, decision-makers, and regulators are satisfied with the program's accomplishments.

⁴ The City of Santa Rosa's Aquatic Macroinvertebrate Bioassessment Program involves area high schools each monitoring a creek near their campus. More information regarding this specific program is available at: <http://ci.santa-rosa.ca.us/departments/utilities/stormwatercreeks/schoolresources/Pages/study.aspx>

DOOLIN CREEK PROJECT AREAS

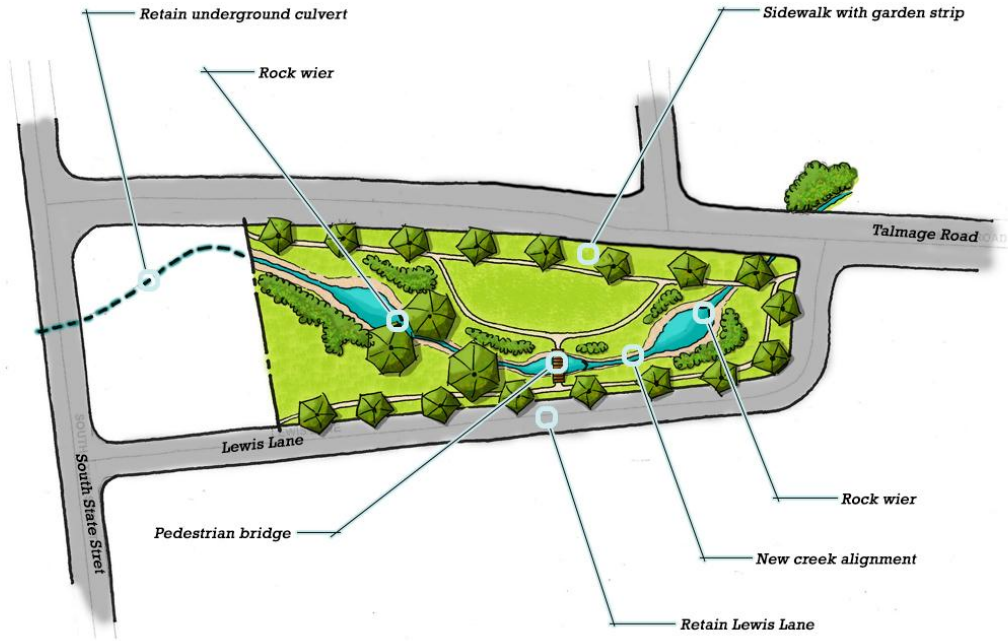
South of Talmage

Four potential project areas are identified along Doolin Creek. The first and largest is in Reach D along Talmage Road. This site presents the timeliest opportunity to be implemented due to the potential Talmage Road widening project. This stretch of creek is on City-owned land and is currently designated as Runway Protection Zone (RPZ). This zone prohibits “assemblages of people” but allows pastures, field crops, and vineyards. Prior to any of the concepts discussed in this document being built, a positive Airport Land Use Plan consistency determination would need to be made by the Airport Land Use Commission.

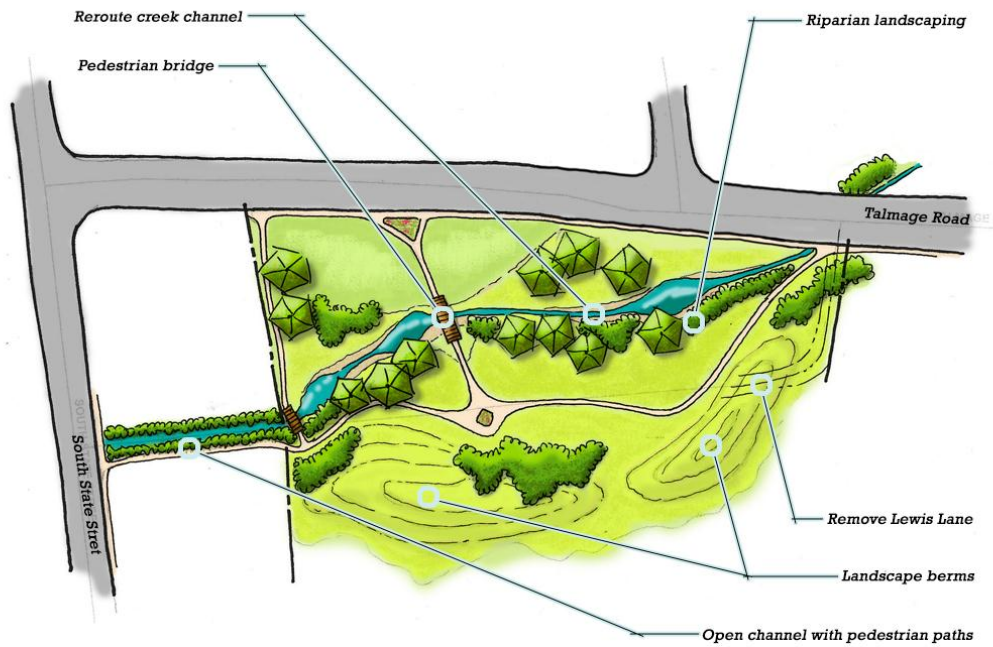
While this zone has density and building restrictions, it lends itself well to a passive park-like setting. This Plan includes two separate alternative conceptual designs, both of which would require modifying the configuration of the present channel.

Alternative 1, below the existing culvert under State Street and the gas station, bends the creek channel away from Talmage to create a small park contained by Talmage and Lewis Streets. In this alternative, paths follow along the streets and bridge over the creek.

Alternative 2 includes a new culvert under State Street and day lighting between businesses where Lewis Street is today. After passing those businesses, Lewis Street would be removed to create a large greenway flanked by landscaped berms between the greenway and the Runway Protection Zone. This more natural approach to the greenway allows for a slightly larger park area and more meandering of the path. Based on meetings held with staff and stakeholders, this alternative represents the preferred direction for the South of Talmage area.



South of Talmage: Alternative 1

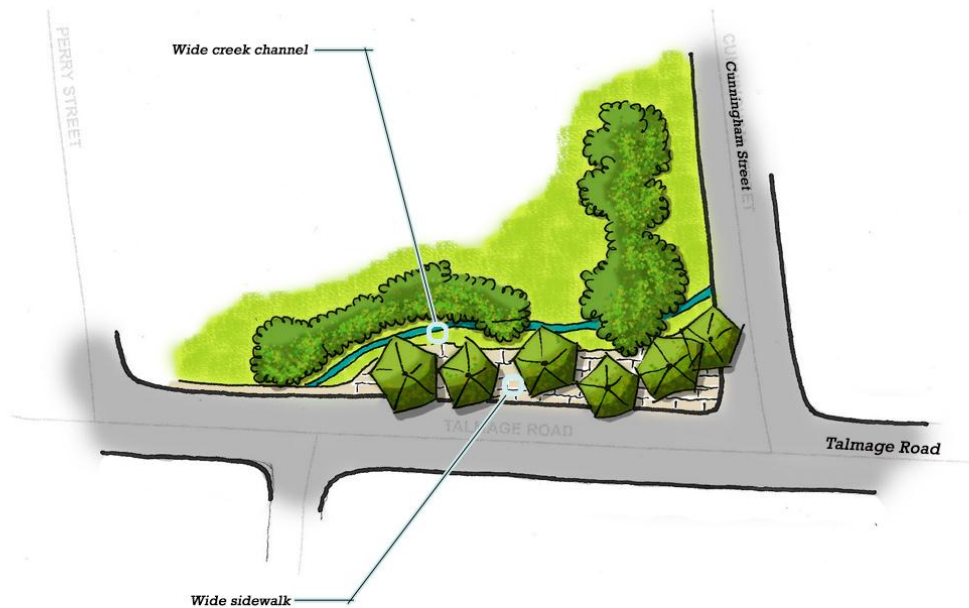


South of Talmage: Alternative 2

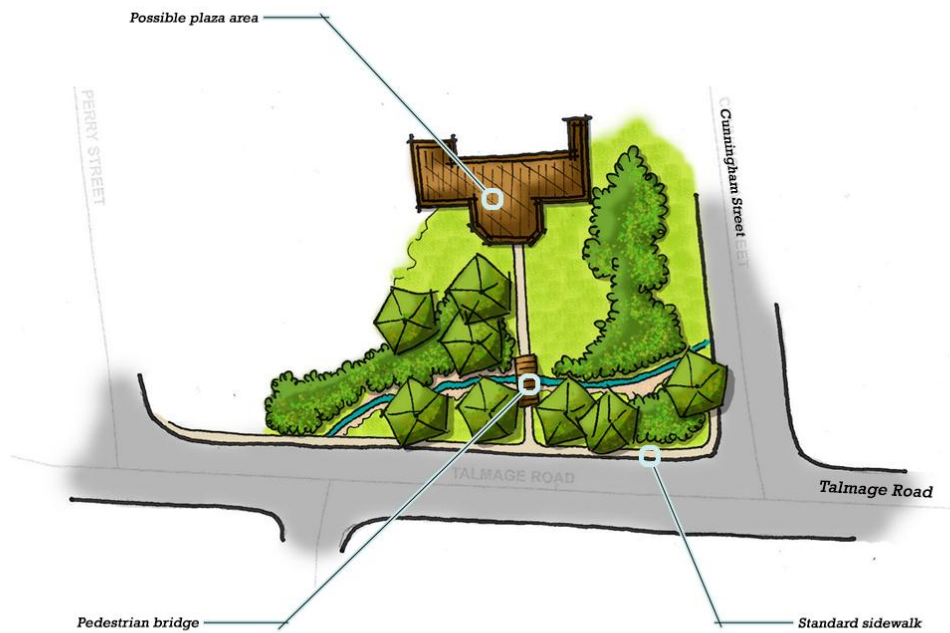
North of Talmage

The second project area is also in Reach D on the North side of Talmage Road near Cunningham Street. This area is immediately downstream from the South of Talmage project area. At this corner there are large aluminum sided warehouses. The part of this lot facing Talmage is sizeable and open with a large canopy tree.

Alternative 1 for this site envisions widening the creek channel and providing a weir. A wide sidewalk between the creek and Talmage will contain street trees that will provide shade and allow for optimal viewing of the creek. Alternative 2 shows a more standard sidewalk with benches and grass mounds near the creek. Trees shade the creek on the south side and a small bridge provides a pedestrian connection to a possible restaurant or retail shop plaza area.



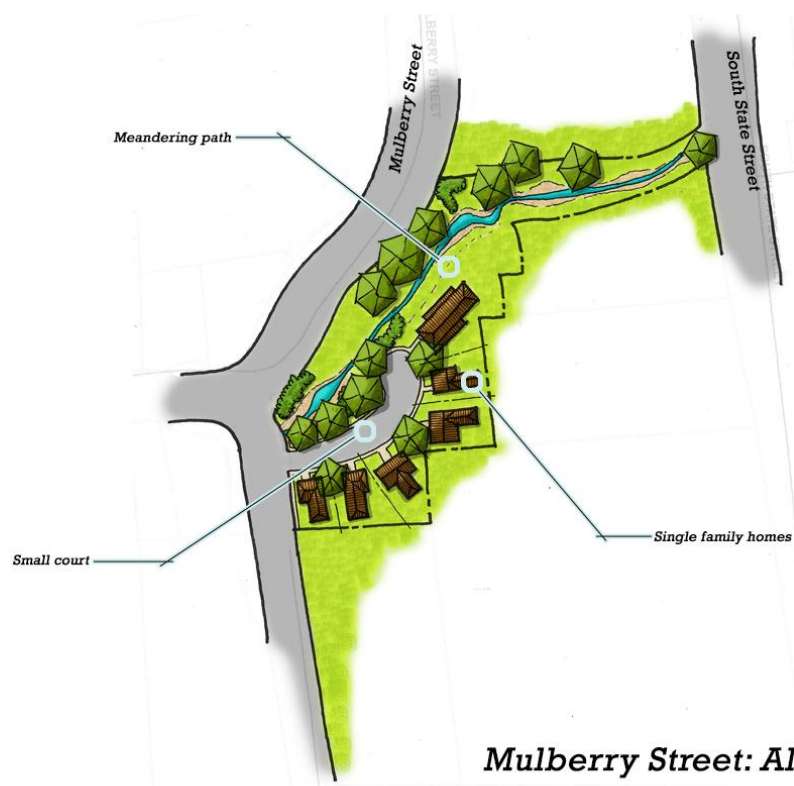
North of Talmage: Alternative 1



North of Talmage: Alternative 2

Mulberry Street

The third project area is bordered by a dead-end street that could be used for access off Washington Avenue. This site is in Reach C and is zoned for high-density residential (R-3; up to 28 units per acre). Alternative 1 includes developing the vacant parcel east of Mulberry Street with six homes on a small court set back from the creek, with a meandering path and trees shading the widened creek. Alternative 2 includes a small neighborhood park and playground with a parking lot, picnic tables, and a trail system that bridges the creek. Trees would buffer the park front adjacent business and while providing shade for the creek and playground. Stakeholders reviewing these concepts preferred Alternative 2. Both alternatives would complement the existing community garden located on the west side of Mulberry Street south of the bridge. Both alternatives could provide access from Mulberry Street to State Street.



Washington Avenue – An Example of Flexible Creek Setback Design

This site is located at the southwest corner of Washington Avenue and Dora Street, in an area where the creek is fenced off from the street. This concept demonstrates how residents could turn the creek into an attractive feature of their property to both their benefit and that of the streetscape and surrounding community. This could include removing the tall fence, opening the back yards, and creating a secondary access to these homes off of Washington Avenue. The sidewalk could be connected to with small bridges crossing the landscaped creek, leading to decks where residents could enjoy the creek view.

Rather than focusing on this concept as an isolated project, it serves as an example of how homeowners and developers could incorporate the natural features of a creek into the design of their homes. Retaining or restoring the natural characteristics of the waterway could be incentivized through flexible creek setback requirements. As of this writing, City staff members are preparing to draft the City's first setback regulations. It is recommended that these regulations incorporate incentives that allow a flexible siting and design approach for development near waterways. If property owners maintain, protect, and develop their properties in accordance with the natural features of the creek, or restore and enhance degraded creek areas, they should be given appropriate flexibility in siting and design.

It is recommended that the City adopt this strategy citywide to benefit the waterways within its jurisdiction and provide opportunities for creative creek-side property development.



Overall Project

The Mulberry, South of Talmage, and North of Talmage projects discussed above should be viewed as three components of one overall project. Taken together, these subprojects would restore and enhance Doolin Creek in those areas where most opportunity exists. These areas are both within the city limits and include vacant and under-developed properties. The following image shows all of these projects overlaid on an aerial map of the vicinity.



RECOMMENDED STRATEGIES FOR ENHANCEMENT

General Recommendations

1. Approve the Doolin Creek Restoration and Enhancement Plan as a strategic guide for enhancing the Doolin Creek corridor.
2. Treat the three corridor improvement project areas and enhancement strategies in this Plan as components of an overall long-term plan to restore Doolin Creek. The City should act opportunistically to enhance these areas as funds and opportunities become available.
3. Anticipate the future Talmage Road widening project as the best opportunity of greatest positive impact to Doolin Creek by mitigating the environmental effects of widening the road.

4. Adopt creek setback regulations to protect riparian vegetation and prevent further ecological degradation of the creek. These guidelines should be flexible so that they can adapt to the differing conditions that are found along the creek. They should also contain incentives to encourage property owners to incorporate the natural features of the creek into the siting and design of individual projects.
5. Where creek-side pedestrian paths parallel streets, they should be separated from the street by a landscaping strip/berm.
6. Apply for appropriate grants to enhance certain stretches of Doolin Creek and to repair areas of degradation, particularly in and near the Mulberry Street and Talmage Road project areas.
7. Work with local environmental organizations and the schools to sponsor a Doolin Creek “clean-up day” similar to the annual Gibson Creek and Orr Creek clean up days, to clear out garbage and debris.
8. Develop Adopt-A-Creek programs where active neighbors will work together to maintain and enhance their particular stretch of creek. The first such Adopt-A-Creek program should focus on the Mulberry Street neighborhood, given the residential density, nearby community garden, and opportunities for significant creek enhancement.

Project Area Recommendations

South of Talmage

1. Alternative 2 was the preferred approach to this area in public meetings when the Plan was first developed, and is also preferred by the Paths, Open Space, and Creeks Commission. It is recommended that the City identify this alternative as a priority in conjunction with a potential Talmage Road widening project and any other projects within its jurisdiction that would require impact mitigation for this waterway.
2. Plans for this area should include abandoning the stretch of culvert that goes beneath State Street and the service station at the corner of State and Talmage, and creating a new culvert connection along the alignment of Lewis Lane and the natural alignment of the creek.
3. A new and enhanced creek channel could be constructed from State Street to Talmage Road that would connect to the existing culvert at the northeastern edge of this planning area.
4. With the rerouting of Doolin Creek and the elimination of Lewis Lane, a passive use park area with landscaping could be created along this stretch of creek.
5. The City should consider further refining the design of Alternative 2 for the South of Talmage project to show a wider spreading basin, particularly in the eastern portion of the property, which could be planted with reeds and used to enhance water quality in the area.
6. Under this option, the segment of Lewis Lane between the businesses fronting State Street would be an open channel with pedestrian pathways on either side of the creek connecting to the park. Should this prove to be difficult with the existing businesses (who are presently using it for a service alley and garbage storage), then the culvert should be placed under the section of Lewis Lane and terminate at the back of businesses to allow access not just to the businesses, but to the park, as well.

North of Talmage

1. This area could be enhanced along the lines of Alternative 1 or 2.
2. The actual enhancement of the creek itself and the provision of public access improvements could be a part of a potential Talmage Road widening project, and could be included to mitigate the environmental effects of the widening Talmage Road and also to improve pedestrian and bicycle access.

Mulberry Street

1. Although staff and participants in the 2002 Doolin Creek Workshops preferred Alternative 2, which proposes that the City acquire vacant property on the west side of Doolin Creek at Mulberry Street, the City should consider both the housing and non-housing approaches to this stretch of creek.
2. If the City is able to obtain funds in order to acquire this key property, a refined plan should be developed for a small park to be constructed at this location along the lines of that designed in Alternative 2.
3. If the City does not feel it can acquire this property, it should then develop the design guidelines and creek setback regulations suggested under the general recommendations to assure that the property develops in a manner that is respectful of and enhancing to the creek environment (Alternative 1).

Washington Avenue – An Example of Flexible Creek Setback Design

1. The City could use this concept as a model to develop creek setback requirements that include incentives for restoring and retaining the natural characteristics of waterways by giving project applicants more siting and design flexibility.

Project Prioritization

If possible, the three projects presented in this document should be programmed as a single project. However, if not possible, they may be pursued individually as funds become available, and prioritized in the following order:

1. South of Talmage (Alternative 2)
2. Mulberry Street (Alternative 2 preferred; Alternative 1 without grant or mitigation funding)
3. North of Talmage (Alternative 1 or 2)

APPENDIX A – PROJECT SUMMARY

Project	Estimated Cost*	Potential Funding Source	Other Considerations
South of Talmage	Alternative 1: \$1.5M	Impact mitigation/grants	City-owned property. Project may be consistent with current zoning (Public Facilities Zone); trees or structures must not obstruct air navigation
	Alternative 2: \$3.0M	Impact mitigation/grants	
North of Talmage	Alternative 1: \$800K	Impact mitigation/grants	Project may be consistent with current zoning (Public Facilities)
	Alternative 2: \$1.5M	Private development	Restaurant or retail plaza would not be consistent with current zoning (Public Facilities)
Mulberry Street	Alternative 1: \$1.5M	Private development	Consistent with current zoning (R-3)
	Alternative 2: \$1.5M	Grants	Park may be permitted in current zoning (R-3), subject to a use permit

* Estimated costs include planning, design, environmental compliance and construction. Estimates determined by City of Ukiah Public Works Department.

APPENDIX B – POTENTIAL FUNDING SOURCES

Funding Source	Description	Amount	Deadline	Website
Grants				
CA State Water Resources Control Board	Grant 319 (h) – Funding for improving water quality including riparian restoration projects resulting from non-point source pollution.	\$4 million per year	August	http://www.waterboards.ca.gov/water_issues/programs/nps/grant_programs
Funder's Network for Smart Growth	Matching funds for local sustainability.	N/A – matching fund	January 8	http://www.fundsnetwork.org/participate/green-building/local-sustainability-matching-fund/
National Endowment For the Arts	Must involve two partners: local government and a non-profit organization that create transformative projects which are sustainable and beautify the community.	\$25,000 – \$200,000	Jan 13	http://arts.gov/grants-organizations/our-town/grant-program-description/
The Forest Service's Community Forest and Open Space Program	Provides assistance to establish community forests for community benefit.	Not stated	January 15	http://www.grants.gov/web/grants/view-opportunity.html?oppld=241953
Environmental Justice Collaborative Problem	Focuses on local environmental issues that affect communities – provides small grants to save native species and wild ecosystems.	Not stated, but small amounts	May 1	http://fundwildnature.org/proposal-dates-of-guidelines/dates-a-guidelines.html
US Fish and Wildlife Service Coastal Program	Provides funding for projects that restore and protect fish and wildlife habitat on public and private land.	Not stated	September 30	http://www.grants.gov/web/grants/view-opportunity.html?oppld=246793
CA Wildlife Conservation Board	Provides funding for wetland, riparian, oak woodland and fish habitat improvement projects concerning wastewater technical assistance.	Up to \$50,000	Not stated	Meghan Brown (916) 341-5729 mgbrown@waterboards.ca.gov Diana Conkle (916) 341-5660 dconkle@waterboards.ca.gov
Fisheries Restoration Grant Program, California Dept of Fish and Wildlife and NOAA	The purpose of the program is to restore, enhance, or protect anadromous salmonid habitat in the coastal watersheds of California, or fund projects that lead to the restoration, enhancement, or protection of anadromous salmonid habitat.	In 2014, \$150,000 was available for restoration of steelhead streams (referred to as the Steelhead Report Card or SHRRC Focus)	Mid-March	https://www.dfg.ca.gov/fish/Administration/Grants/FRGP/Solicitation.asp
NFWF (National Fish and Wildlife Foundation)	Provides wetland, riparian, in-stream and/or coastal habitat restoration.	5 Star: In 2014, NFWF anticipates that approximately \$1,800,000 of funding will be available.	5 Star: Jan-Feb	5 Star: Claire Thorp claire.thorp@nfwf.org (415) 243-3104 http://www.nfwf.org/fivestar/Pages/2014rfp.aspx
5 Star and Urban Streams Program Purpose	Implements meaningful education and training activities, either through community outreach, participation and/or integration		Bring Back the Natives: Late April	Bring Back the Natives:

<i>Bring Back the Natives</i>	with K-12 environmental curriculum.	<i>Bring Back the Natives:</i> In 2012 funded 23 projects, minimum award \$23,000.00 to \$300,000.00 Non-federal grant match required		http://www.nfwf.org/bbn/Pages/home.aspx
State of CA Department of Water Resources	Flood potential Public agency with citizen group or non profit	grant cap of 1 million	Not stated	www.grantsloans.water.ca.gov/
Loans				
CA Infrastructure and Economic Development Bank (I-Bank)	revolving direct loan program sustain long term employment Interest rates change monthly until board approval	up to 20 Million over 30 years	Not stated	www.ibank.ca.gov
State Water Resources Control Board CWSRF Program Clean Water State Revolving Fund	Nonpoint source projects identified in CA NPS Plan stormwater reduction and treatment facilities stormwater Grant Program (Prop 84) project must reduce and/or prevent stormwater contamination of rivers, lakes and streams	\$250,000 minimum grant proposal with a maximum amount of \$3,000,000 20% funding match 2-3% low interest loan, standard 20 years; repayment begins 1 yr after construction	Not stated	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/
US Department of Agriculture	curb and gutter improvements road and automobile bridge	3.5% low interest loan	Not stated	www.usda.gov/
CA Fisheries Fund	Provides three types of loans: fishing association fund, infrastructure loans, business loans	Not stated	Not stated	http://www.californiafisheriesfund.org/loan.html

APPENDIX C – ADDITIONAL INFORMATION

U.S. Environmental Protection Agency. *Low Impact Development (LID) "Barrier Busters" Fact Sheet Series*. Available at: <http://water.epa.gov/polwaste/green/bbfs.cfm>

City of Ukiah. *2006 Storm Water Management Plan*. Available at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/swmp/ukiah_swmp.pdf

City of Santa Rosa and County of Sonoma. *Low Impact Development Technical Design Manual*. Available at: <http://srcity.org/departments/utilities/stormwatercreeks/swpermit/Pages/swLIDtechManual.aspx>



ITEM NO.: 13b

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION APPOINTING MEGAN ELLIOTT PARKER TO THE PATHS, OPEN SPACE AND CREEKS COMMISSION

Summary: The City Clerk's office has received an application from Megan Elliott Parker for the Paths, Open Space and Creeks Commission, and is bringing the application and recommendation for appointment to Council.

Background and Discussion: Resolution 2014-48 which sets forth the procedure for filling vacancies on City Commissions and Boards is attached (attachment 1). Also attached (attachment 2) is Chapter 4, Article 1b of the Ukiah City Code to assist Council with assessment of the duties and responsibilities of the Commission.

There are currently three vacancies on the Open Paths, Space and Creeks Commission; one requiring residency within the city sphere of influence, and two requiring residency within the city limits. These latter two positions presently have active members whose terms have expired. Outreach has been given to these two members to inquire whether they would like to seek reappointment; the Clerk's office is awaiting responses.

An application (attachment 3) has been received from Megan Elliott Parker, who is eligible for the resident within the City Sphere of Influence position. Of the current councilmembers, the last to have made a nomination was Mayor Crane in 2013, placing the next having the right to place a nomination for this Commission as Vice Mayor Scalmanini.

Consideration of Appointments: Staff recommends nominating Megan Elliott Parker, and then adopting the resolution appointing Ms. Parker to the Resident within the City Sphere of Influence position on the Paths, Open Space and Creeks Commission.

Fiscal Impact:

☐ Budgeted FY 15/16 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

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

Recommended Action(s): 1) Make a nomination; 2) Adopt the Resolution approving the nomination and appointing Megan Elliott Parker to the Paths, Open Space and Creeks Commission as a City Sphere of Influence resident representative.

Alternative Council Option(s): Give direction to staff.

Citizens advised: Vacancies postings are on-going; last updated on July 8, 2015. General listings noticed in Ukiah Daily Journal on July 10, 2015

Requested by:

Prepared by: Kristine Lawler, City Clerk

Coordinated with:

Attachments: 1) Resolution No. 2014-48 which Established Procedures for Appointments. 2) Municipal Code Chapter 4, Article 1b – Paths, Open Space, and Creeks Commission. 3) Application. 4) Resolution making appointment.

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-48**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS****WHEREAS,**

1. Ukiah City Code 1151 and 1161 provides that members of the Design Review Board and Planning Commission shall be appointed in accordance with a procedure established by resolution of the City Council; and
2. The City Council has determined that using a uniform procedure will insure fair and consistent treatment of candidates and Councilmembers; and
3. The City Council has determined to amend its procedures for appointing board members and commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

AYES: Councilmembers Mulheren, Doble, Brown, Scalmanini, and Mayor Crane
NOES: None
ABSTAIN: None
ABSENT: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

CHAPTER 4
COMMISSIONS AND BOARDS

ARTICLE 1B. PATHS, OPEN SPACE, AND CREEKS COMMISSION

SECTION:

- §1020: Creation
- §1021: Membership; Appointment
- §1022: Duties And Powers
- §1023: Expenses Of Members; No Compensation
- §1024: Chairperson; Officers

§1020 CREATION

There is hereby created a paths, open space, and creeks commission. This advisory body shall report to the city council. (Ord. 1045, §1, adopted 2003)

§1021 MEMBERSHIP; APPOINTMENT

The paths, open space, and creeks commission shall consist of five (5) members. Members shall be appointed according to procedures established by resolution of the city council. (Ord. 1045, §1, adopted 2003)

§1022 DUTIES AND POWERS

The paths, open space, and creeks commission shall have the power and duty to recommend and advise regarding:

- A. Efficient implementation of the open space and conservation element of the Ukiah general plan.
- B. Efficient implementation of the pathway sections of the transportation element of the Ukiah general plan.
- C. Procedure and funding mechanisms for acquisition, preservation, and effective stewardship of city paths, open space, and creeks. (Ord. 1045, §1, adopted 2003)

§1023 EXPENSES OF MEMBERS; NO COMPENSATION

The members of the paths, open space, and creeks commission shall receive no compensation, except such traveling expenses as are authorized by law. (Ord. 1045, §1, adopted 2003)

§1024 CHAIRPERSON; OFFICERS

The paths, open space, and creeks commission shall elect a chairperson from among its members for a term of one year and may elect such other officers as it may determine. (Ord. 1045, §1, adopted 2003)

PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT**A. General Information**

Full Name	Megan Elliott Parker				Date	7/20/15	
Residence Address (Physical Address, not PO)	[REDACTED], Ukiah, CA						
Mailing Address (if different from above)							
Home Phone	[REDACTED]			Work Phone	()		
Email	[REDACTED]			Cell Phone	[REDACTED]		
Employer	N/A (stay-at-home mother)						
Business Address							
Job Title/Position				Employed Since			
How long have you resided in:	Ukiah?	1 year	Mendocino County?	1 year	California?	~24 yrs	
Please list community groups or organizations you are affiliated with and list any offices held.							

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant

Date

7/29/15

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

Megan Parker Prout

July 27, 2015

City of Ukiah Paths, Open Spaces and Creeks Commission Application

Supplemental Questions

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?

I have always been drawn to nature and one of the things I appreciate most about Ukiah is not only its proximity to but also its incorporation of the natural world. I recently completed the naturalist course at the University of California Cooperative Extension and learning more about the flora and fauna of inland Mendocino County has further inspired me to work to protect the open spaces and creek systems that comprise an essential part of Ukiah as well as to work to make them more available to all of Ukiah's residents.

2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?

It is my understanding that the Commission advises the City Council on how best to use and/or preserve open spaces in Ukiah, as well as how best to maintain the city creeks, which includes restoring them and their riparian corridors.

3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?

I believe that my diverse experiences living in many different areas, owning a small business, parenting two young children and completing the CA Naturalist course would all contribute to my ability to engage in thoughtful research and discussion about relevant topics, and to engage in community outreach when appropriate (e.g., restoration or clean-up of a section of creek).

4. In your opinion, what type of programs or development should the City encourage?

I think any type of program that encourages Ukiah's citizens to interact with--and help protect--the amazing natural resources that surround us should be encouraged. Free naturalist walks for children (and/or grown-ups!), community creek restoration days and educational walks/hikes along the city paths would all be fun ways to engage the public.

5. What kind of ideal community do you envision for Ukiah?

An ideal community in my mind would be a diverse but tolerant one; whose citizens enjoy coming together; whose citizens are active in the areas they are most passionate about (recreation, government, education, business, etc.); whose citizens contribute to the overall vibrancy of the community; whose citizens feel heard and respected; whose citizens benefit from a good quality of life.

6. Do you have any known projects or conflict of interest related to this Commission?

No.

7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Not at this time.

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING MEGAN ELLIOTT PARKER TO THE PATHS, OPEN SPACE, & CREEKS COMMISSION AS A CITY SPHERE OF INFLUENCE RESIDENT REPRESENTATIVE

WHEREAS, there are currently three vacancies on the Paths, Open Space, & Creeks Commission; and

WHEREAS, The vacancies for the Paths, Open Space, & Creeks Commission were last posted on July 8, 2015, with only one application having been received from Megan Elliott Parker; and

WHEREAS, Ms. Parker meets the qualifications for the residency within the city sphere of influence position.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council approves the nomination submitted per procedures outlined in Resolution No. 2014-48, and do hereby appoint Megan Elliott Parker to the Paths, Open Space, and Creeks Commission, as a City Sphere of Influence Resident Representative.

PASSED AND ADOPTED this 5th day of August, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 13c

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: APPROVE PLANS AND SPECIFICATIONS FOR THE NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT, SPECIFICATION NO. 14-04 AND DIRECT STAFF TO ADVERTISE FOR BIDS

Summary: Staff is requesting Council's approval of plans and specifications number 14-04 for the North State Street Sewer Main Improvement Project.

Background: Per section 22039 of the Public Contracts Code, staff is requesting Council's approval of plans and specifications number 14-04 for the North State Sewer Main Improvement Project. The engineer's estimate, for the project is \$333,900. The location of the work is on North State Street from Low Gap Road to just south of Garrett Drive.

Discussion: Project funding is from the City's Sewer Capital Fund. The proposed project will involve abandonment of 2 sewer mains on each side of North State Street and the installation of a new main down the center of the street as well as the connection of all existing laterals. The plans and specifications for the project are available for City Council and public review at the Ukiah Civic Center Engineering Department, 300 Seminary Avenue, Ukiah, California. In addition, the plans and specifications have been posted to the City's website for review. They can be found at the following link: <https://cityofukiah.box.com/SPEC14-04>. In addition, the documents are attached to this report

This project was identified as a priority as portions of the main are unable to be cleaned and Sanitary Sewer Overflows (SSO's) have occurred in the past.

FISCAL IMPACT:			
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
N/A	N/A	N/A	Yes ☐ No ☒

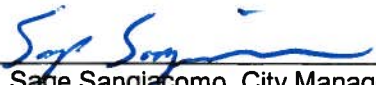
RECOMMENDED ACTION(S): Approve plans and specifications for the North State Sewer Main Improvement Project, Specification No. 14-04 and direct staff to advertise for bids.

ALTERNATIVES: Provide staff with other direction.

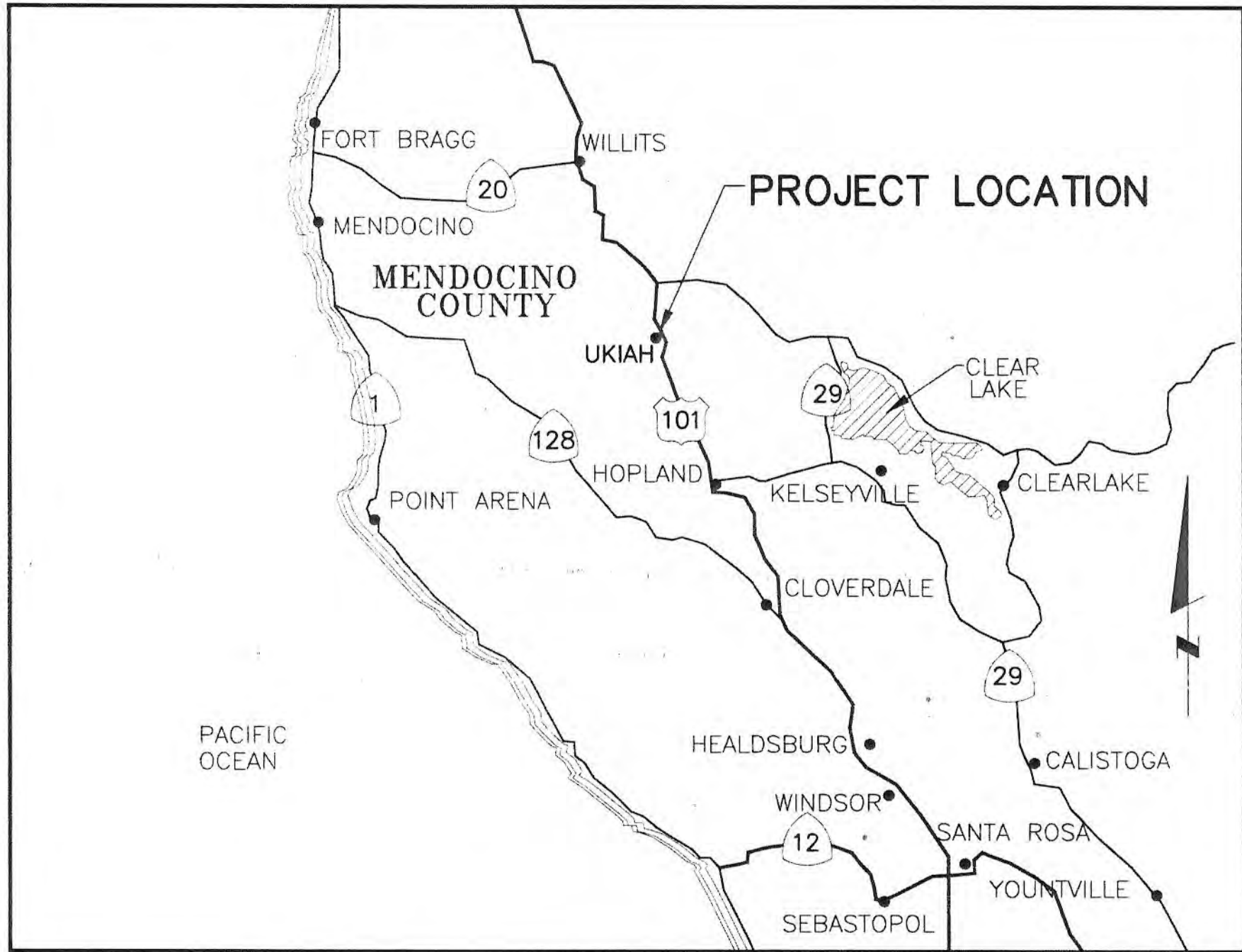
Citizens advised: n/a
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Jarod Thiele, Public Works Project Analyst
Coordinated with: Sage Sangiacomo, City Manager
Presenters: Tim Eriksen, Director of Public Works / City Engineer
Attachments: 1. Plans, 2. Specifications, 3. Estimate

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

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

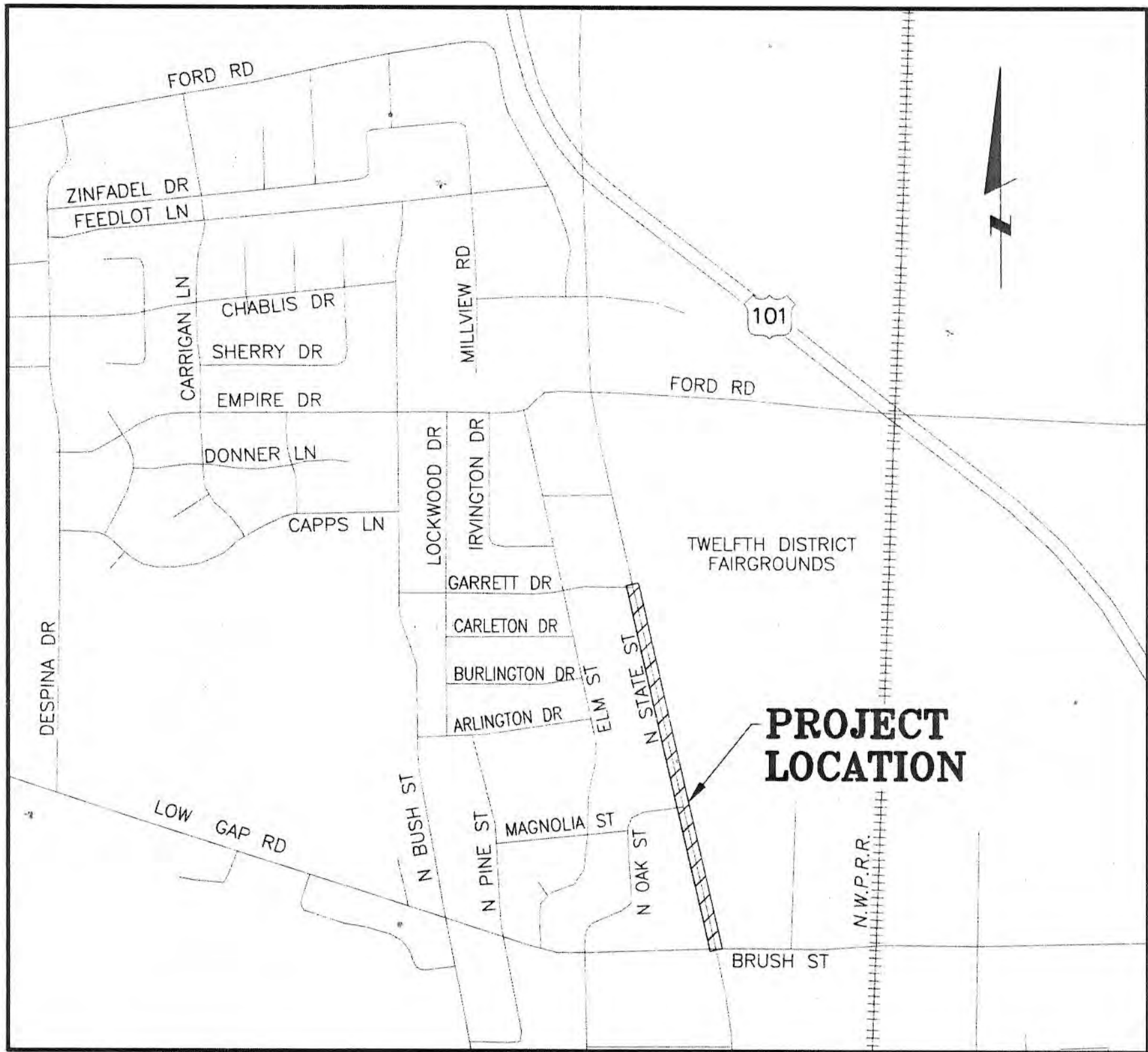
Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
IMPROVEMENT PLANS FOR
**NORTH STATE STREET
SEWER MAIN REPLACEMENT
SPECIFICATION NO. 14-04**



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

INDEX TO SHEETS

SHEET NO.	TITLE
1	COVER SHEET
2	LEGEND, ABBREVIATIONS AND GENERAL NOTES
3	DETAILS
4	PLAN AND PROFILE - STA 10+00 TO STA 15+00
5	PLAN AND PROFILE - STA 15+00 TO STA 20+00
6	PLAN AND PROFILE - STA 20+00 TO STA 25+00
7	PLAN AND PROFILE - STA 25+00 TO STA 30+00



No.	Date	Revision	By	CITY OF UKIAH		Date: <u>OCTOBER 2014</u>	Scale: <u>1" = 20'</u>
				NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT		APPROVED: <u>TIMOTHY E. ERIKSEN, P.E.</u>	
				COVER SHEET		By: <u>[Signature]</u>	Date: <u>7/30/15</u>
						DWN: <u>JN</u>	Sheet <u>1</u> of <u>7</u> Sheets
						CHK: <u>WD</u>	Spec Number: <u>14-04</u>

NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT

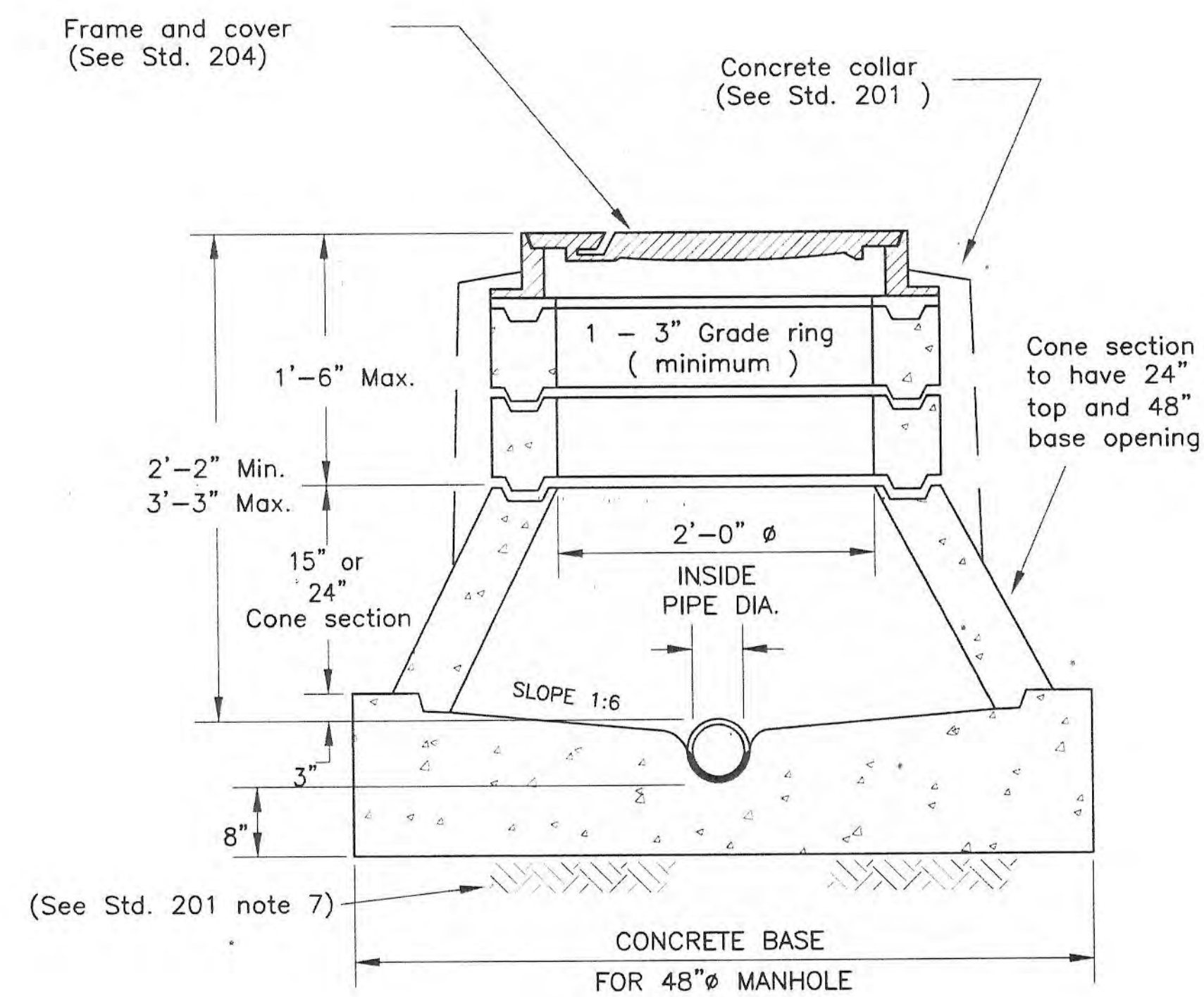
1. ALL WORKMANSHIP, MATERIALS, AND CONSTRUCTION SHALL CONFORM TO THE CITY OF UKIAH STANDARD PLANS, THE SPECIAL PROVISIONS FOR THIS PROJECT, AND THE MAY 2006 STATE STANDARD SPECIFICATIONS AND STANDARD PLANS.
2. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-227-2600.
3. THE LOCATIONS OF UKIAH ELECTRICAL FACILITIES, AT&T, AND CABLE TV UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND SHALL ADJUST THE DEPTH OF THE NEW UTILITIES TO CLEAR AS DIRECTED BY THE ENGINEER.
4. ANY DAMAGES TO CITY OR OTHER UTILITIES CAUSED BY PROJECT OPERATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
5. THE CONTRACTOR SHALL OBTAIN A TRENCH SAFETY PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH GREATER THAN 5-FEET DEEP.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE, REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER SPECIFICATIONS.
7. EXISTING SHRUBBERY AND TREES SHALL BE REMOVED ONLY AS DIRECTED BY THE ENGINEER.
8. THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL DRIVEWAYS AND SIDEWALKS DURING CONSTRUCTION.
9. ALL TRENCHES SHALL BE PAVED AT THE END OF EACH WORKING DAY PER SPECIFICATIONS.
10. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC FOR CONSTRUCTION AND MAINTENANCE OF WORK ZONES. ALL SIGNS SHALL BE APPROPRIATELY CONSTRUCTED WITH REFLECTIVE MATERIAL ON A BACKING OF METAL OR FABRIC (NO WOOD OR PLASTIC ALLOWED) AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO PROVIDE PROPER VISIBILITY.
11. CAUTION SHALL BE EXERCISED WHEN DIGGING WITHIN THE DRIPLINE OF ANY TREE. ROOTS LARGER THAN 2 INCHES SHALL NOT BE CUT WITHOUT PERMISSION FROM THE ENGINEER. IN THE EVENT THAT A TREE ROOT LARGER THAN 2 INCHES NEEDS TO BE REMOVED, THE ROOT PRUNING SHALL BE PERFORMED BY A CITY APPROVED LICENSED ARBORIST ONLY. CONTACT THE CITY PUBLIC WORKS DEPARTMENT FOR A LIST OF APPROVED ARBORISTS.
12. CONTRACTOR SHALL PROTECT AND PRESERVE CITY SURVEY MONUMENTS. IF NOT POSSIBLE CONTRACTOR SHALL COORDINATE 10 DAYS IN ADVANCE WITH CITY OF UKIAH FOR REFERENCING OF EXISTING MONUMENTS PRIOR TO WORK IN THE AREA. IF MONUMENT(S) ARE DISTURBED CONTRACTOR SHALL RECONSTRUCT PER CITY STANDARDS.
13. ALL PAVEMENT MARKINGS DAMAGED DUE TO CONSTRUCTION SHALL BE REPLACED PER CALTRANS STANDARDS. PATCHING OF DAMAGED MARKINGS WILL NOT BE ALLOWED.
14. NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS.
15. THE CONTRACTOR SHALL REPLACE CURB AND GUTTER AT CONTRACTOR'S EXPENSE WHERE EXCAVATION DISTURBS SUPPORTING SOIL UNDER THE CURB AND GUTTER PER SPECIAL PROVISIONS.
16. THE CONTRACTOR SHALL REMOVE AND REPLACE SIDEWALK AND CONCRETE PLANTER STRIPS TO THE NEAREST TRANSVERSE SCORE MARK ON BOTH SIDES AS REQUIRED BY THE ENGINEER FOR CONDUIT INSTALLATIONS. THE COST OF CONCRETE REMOVAL AND REPLACEMENT FOR UTILITY INSTALLATIONS SHALL BE CONSIDERED INCLUDED IN THE VARIOUS UTILITY ITEMS OF WORK.
17. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL AND THE CITY OF UKIAH HARMLESS FOR ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
18. LOCATIONS OF THE UNDERGROUND OBSTRUCTIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND SHOULD NOT BE TAKEN AS FINAL OR ALL INCLUSIVE. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES AND THE CITY OF UKIAH AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR OBSTRUCTIONS THAT MAY BE ENCOUNTERED.
19. UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND APPROVED BY THE PREPARER OF THESE PLANS OR THE CITY ENGINEER.
20. THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, ENCROACHMENT PERMITS, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
21. CONSTRUCTION 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.
22. 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.
23. CONTRACTOR SHALL CONFINED HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 7 P.M. MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

1. THE CONTRACTOR SHALL PROVIDE, SECURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, ENCROACHMENT PERMITS, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR WORKING THERE.
2. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL[®] (TOLL FREE) 1-800-642-2444.
3. ALL SEWER TAPS INTO LIVE MANHOLES OR MAINS SHALL BE MADE BY THE CITY, AT THE CONTRACTORS EXPENSE, UNLESS OTHER ARRANGEMENTS HAVE BEEN APPROVED.
4. NEW SEWER MAINS ARE TO BE CLEANED AND FREE OF DEBRIS, BY MEANS OF AN APPROVED METHOD (E.G. RUBBER BALL WASHED THROUGH, HYDRO-CLEANER, ETC.): PRIOR TO TESTS FOR LEAKAGE AND DEFLECTION.
5. PIPE DEFLECTION SHALL BE TESTED BY USE OF A STEEL MANDREL, WITH MAXIMUM ALLOWABLE DEFLECTION OF 5%. CONTRACTOR SHALL PROVIDE A STEEL MANDREL AT THE JOB SITE, FOR EVERY DIAMETER OF SEWER MAIN CONSTRUCTED.
6. SEWER MAINS SHALL BE TESTED FOR SOUNDNESS AND TIGHTNESS (LEAKAGE) BY THE USE OF LOW-PRESSURE AIR TEST OR A HYDROSTATIC TEST WITH A MINIMUM OF 10' OF HEAD AND ANY PORTION OF THE MAIN TO BE TESTED. CONTRACTOR SHALL HAVE ON-SITE, MEANS BY WHICH TO TEST THE MAIN.
7. MANHOLES SHALL BE COATED INSIDE WITH ONE (1) COAT OF THORO-SEAL, XPEX OR APPROVED EQUAL.
8. MANHOLES SHALL BE SUBJECT TO HYDROSTATIC TESTS, BY FILLING WITH WATER AND MEASURING THE DROP IN WATER LEVEL OVER A 30 MINUTE PERIOD. PRIOR TO THE 30 MINUTE TEST, MANHOLES SHALL BE FILLED WITH WATER FOR A MINIMUM 24 HOUR PERIOD.
9. ALL TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD DRAWING NO. 220, PRIOR TO TESTS FOR LEAKAGE AND DEFLECTION.
10. SEWER CONSTRUCTION IN PUBLIC RIGHT-OF-WAY AND ON SITE SHALL BE SUBJECT TO FIELD INSPECTIONS BY THE CITY.

	<u>EXISTING</u>	<u>PROPOSED</u>	
WATER MAIN, GATE VALVE, CROSS, & BLOW OFF			SEWER MAIN & MANHOLE
WATER SERVICE, GATE VALVE			SEWER LATERAL & CLEANOUT
FIRE HYDRANT ASSEMBLY AND TEE			REFER TO CONSTRUCTION NOTE
WATER			
SEWER MAIN, MANHOLE & CLEANOUT			
SEWER LATERAL & CLEANOUT			
STORM DRAIN, MANHOLE & CATCH BASIN			
CITY MONUMENT			
A.P.N.			
CONTROL POINT			
TRAFFIC SIGNAL			
DRIVEWAY			
TELEPHONE			
ELECTRIC			
GAS			
RIGHT OF WAY LINE			
STREET ADDRESS			
SIDEWALK			
STREET LIGHT CONDUIT			
MONITORING WELL/BORING			
DROP INLET			
TREE			
CATCH BASIN			
POLE AND GUY WIRE			
STRIPING			
SERVICE CABINET			
TRAFFIC CONTROL			
STREET LIGHT			
RISER			
EXISTING DOUBLE YELLOW BUTTONS			
POLE			
SINGLE POST SIGN			
EDGE OF PAVEMENT			

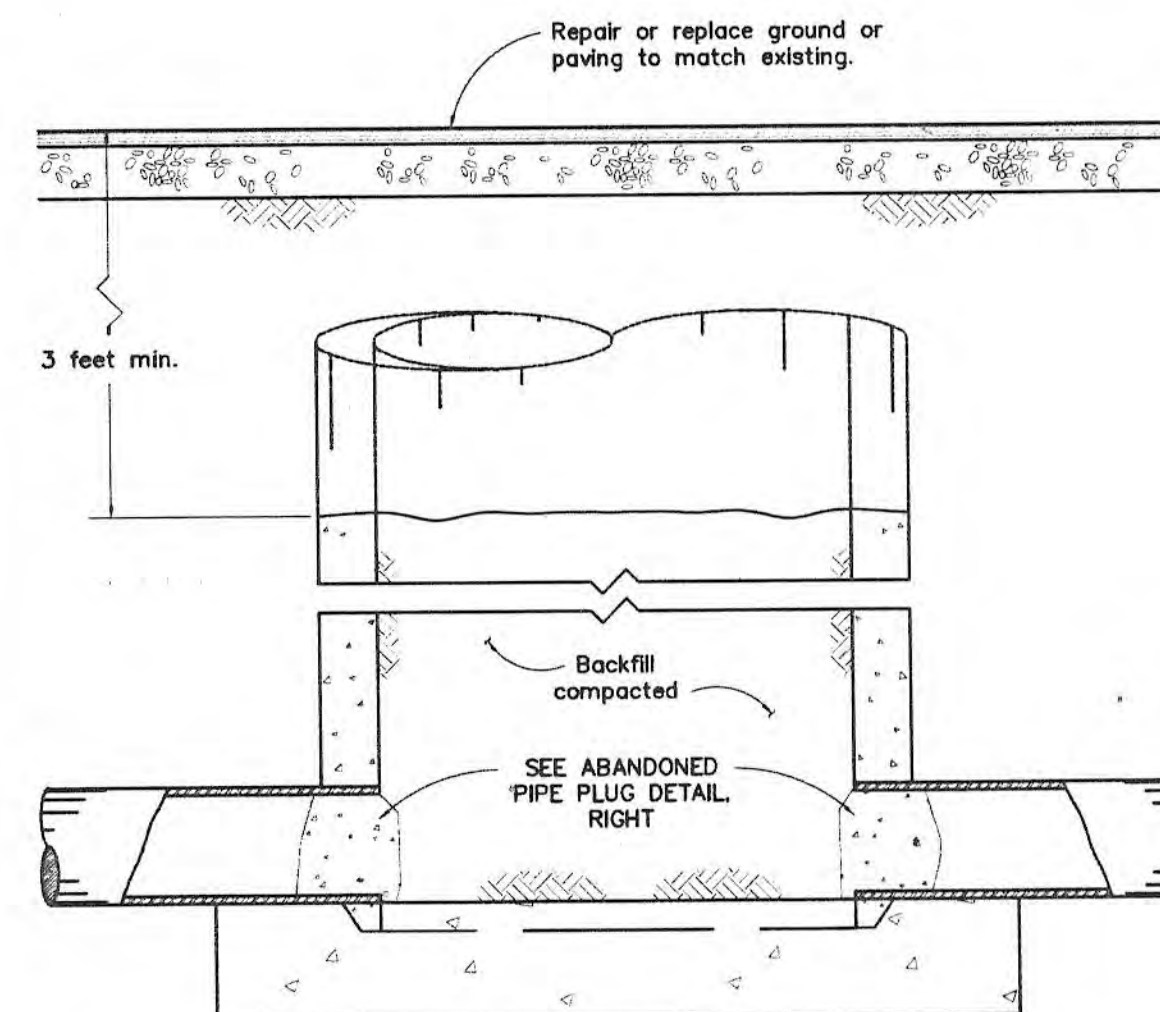
[illegible]

No.	Date	Revision	By	CITY OF UKIAH		Date: <u>OCTOBER 2014</u>	Scale: <u>1" = 20'</u>
				NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT		APPROVED: TIMOTHY E. ERIKSEN, P.E.	
				LEGEND, ABBREVIATIONS AND GENERAL NOTES		By: <u>[Signature]</u> Date: <u>7/30/15</u>	
						DWN <u>JN</u> _____	Sheet <u>2</u> of _____
						CHK <u>WD</u> _____	Spec Number: _____
						_____	<u>7</u> Sheets <u>14-04</u>



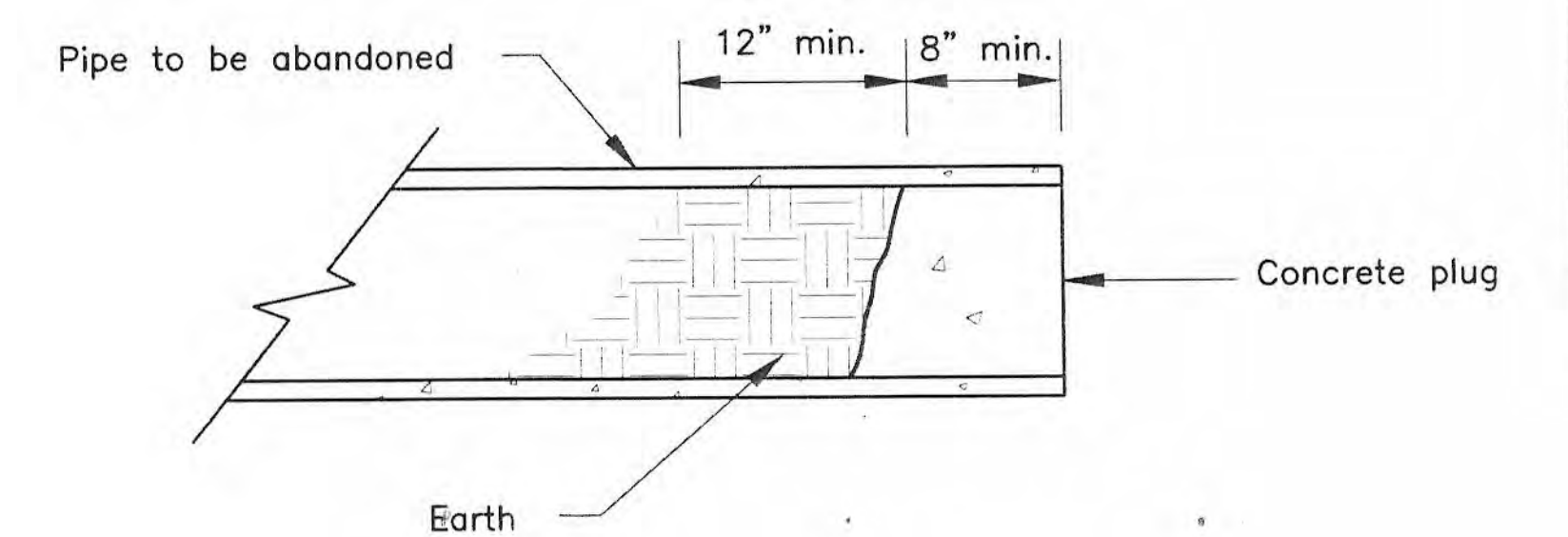
NOTE - See Std. 201 for typical construction details

SHALLOW MANHOLE DETAIL
NOT TO SCALE



- NOTES:**
1. Remove frame, cover, taper and barrel sections as required to a minimum of 3' below finished grade.
 2. After plugging all pipes in manhole, the remaining portion of the barrel section and all voids created by the removal off the upper portions of the manhole, shall be backfilled and compacted to 90% relative density. Use trench backfill or pipe bedding material per Std. 220.

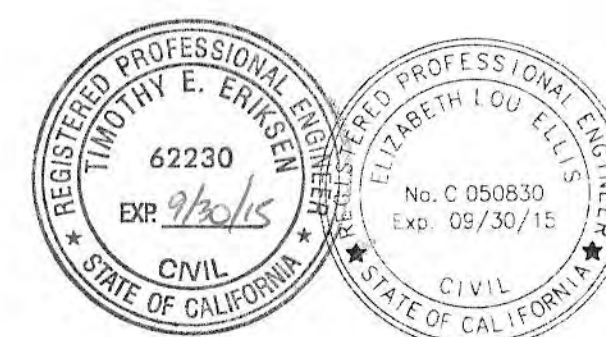
ABANDONED MANHOLE DETAIL
NOT TO SCALE



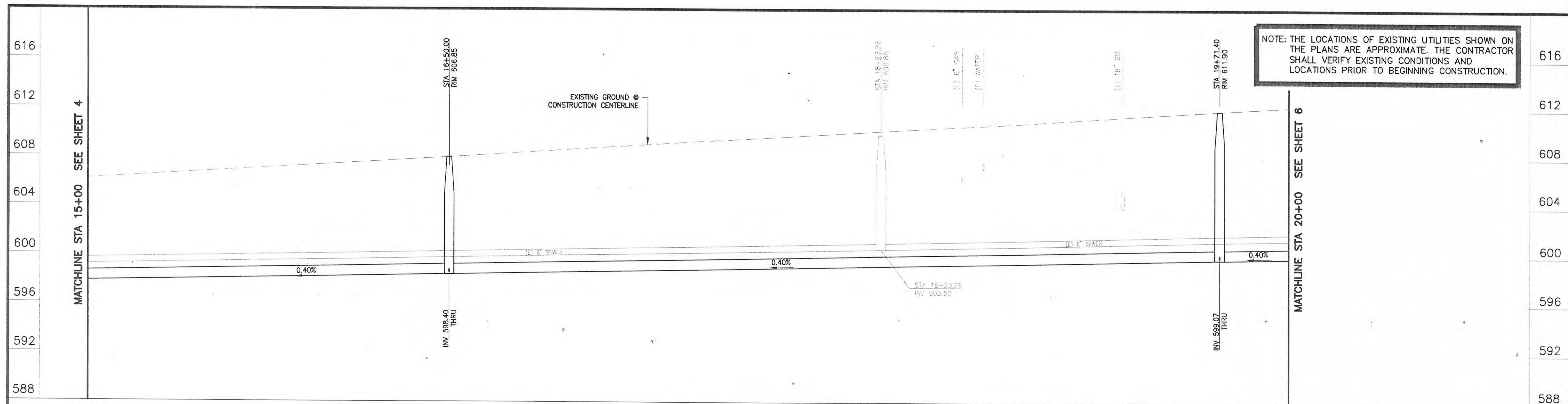
NOTES:

1. Pipe plugs shall be installed to the satisfaction of the Director of Public Works.
2. Abandoned pipes, 12" and larger, shall be broken into every 50' and shall be filled completely with sand slurry.

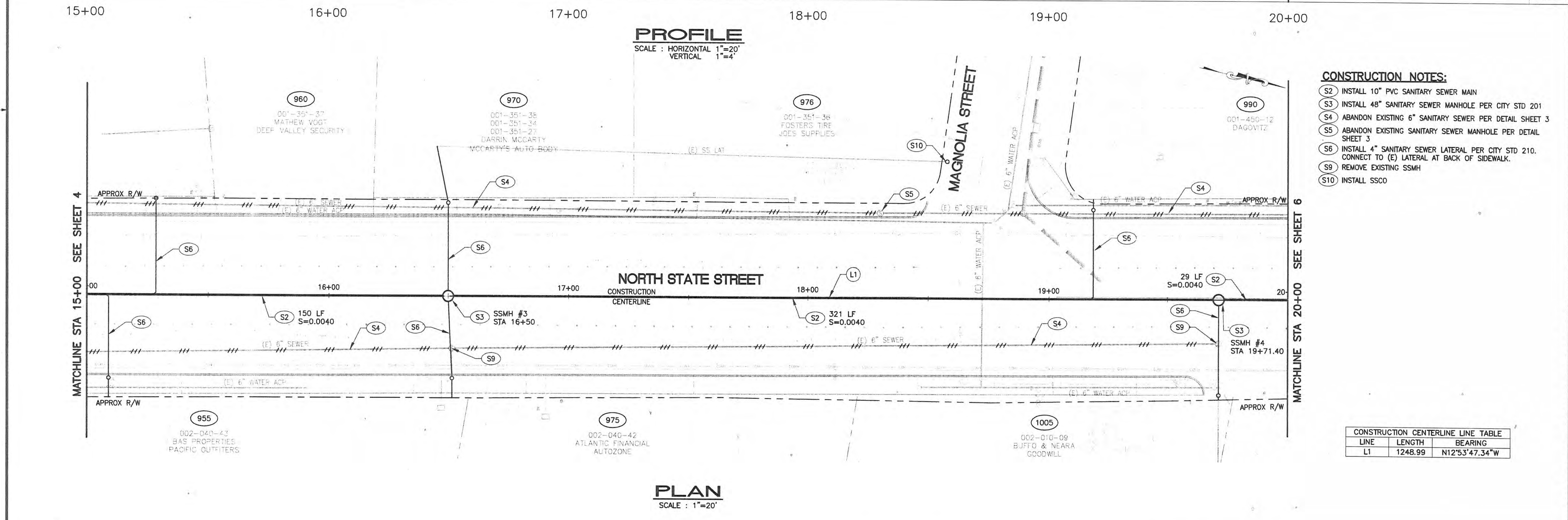
ABANDONED PIPE PLUG DETAIL
NOT TO SCALE



No.	Date	Revision	By	CITY OF UKIAH		Date: OCTOBER 2014	Scale: 1" = 20'
				NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT		APPROVED: TIMOTHY E. ERIKSEN, P.E.	
				DETAILS		By: <i>[Signature]</i> Date: 7/30/15	
						DWN: JN	Sheet 3 of 7
						CHK: WD	Spec Number: 14-04



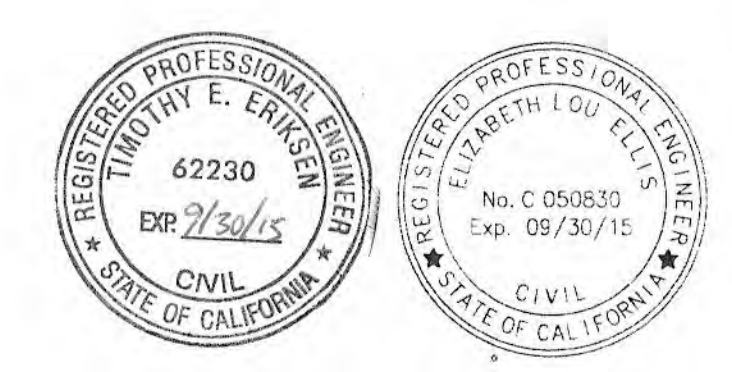
NOTE: THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.



- CONSTRUCTION NOTES:**
- (S2) INSTALL 10" PVC SANITARY SEWER MAIN
 - (S3) INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 201
 - (S4) ABANDON EXISTING 6" SANITARY SEWER PER DETAIL SHEET 3
 - (S5) ABANDON EXISTING SANITARY SEWER MANHOLE PER DETAIL SHEET 3
 - (S6) INSTALL 4" SANITARY SEWER LATERAL PER CITY STD 210. CONNECT TO (E) LATERAL AT BACK OF SIDEWALK.
 - (S9) REMOVE EXISTING SSMH
 - (S10) INSTALL SSCO

CONSTRUCTION CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING
L1	1248.99	N12°53'47.34"W

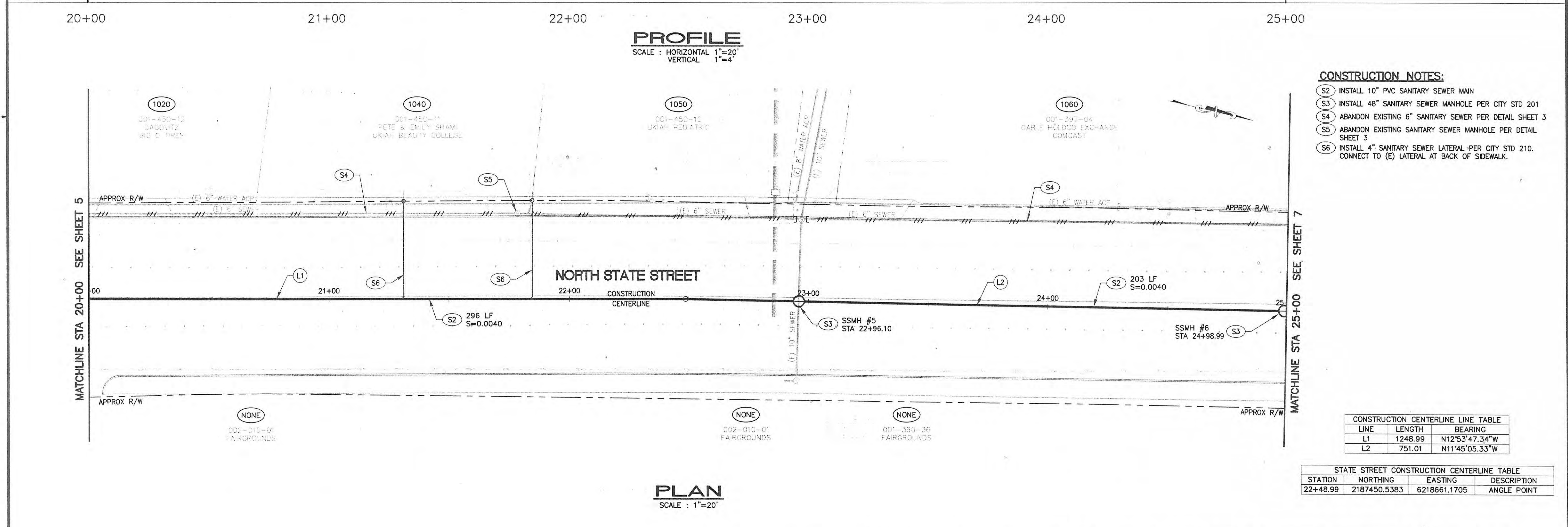
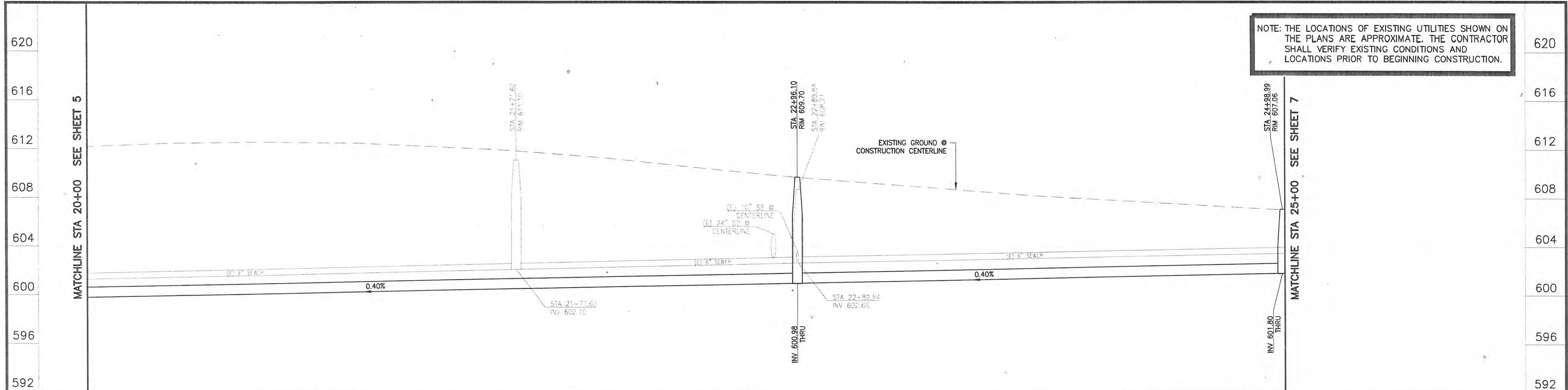
PLAN
SCALE : 1"=20'



No.	Date	Revision	By	CITY OF UKIAH		Date: <u>OCTOBER 2014</u>	Scale: <u>AS SHOWN</u>
				NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT		APPROVED: TIMOTHY E. ERIKSEN, P.E.	
				PLAN AND PROFILE STA 15+00 TO 20+00		By: <u>[Signature]</u> Date: <u>7/30/15</u>	
				DWN <u>JN</u>		Sheet <u>5</u> of <u>7</u> Sheets	Spec Number: <u>14-04</u>
				CHK <u>WD</u>			

[AutoCAD file name: H:\2014\14011417 Ukiah Sewer Main Improvements\CD\plan\14011401.dwg] 10/21/2014 11:58am

NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT



PLAN
SCALE: 1"=20'

CONSTRUCTION CENTERLINE LINE TABLE

LINE	LENGTH	BEARING
L1	1248.99	N12°53'47.34"W
L2	751.01	N11°45'05.33"W

STATE STREET CONSTRUCTION CENTERLINE TABLE

STATION	NORTHING	EASTING	DESCRIPTION
22+48.99	2187450.5383	6218661.1705	ANGLE POINT

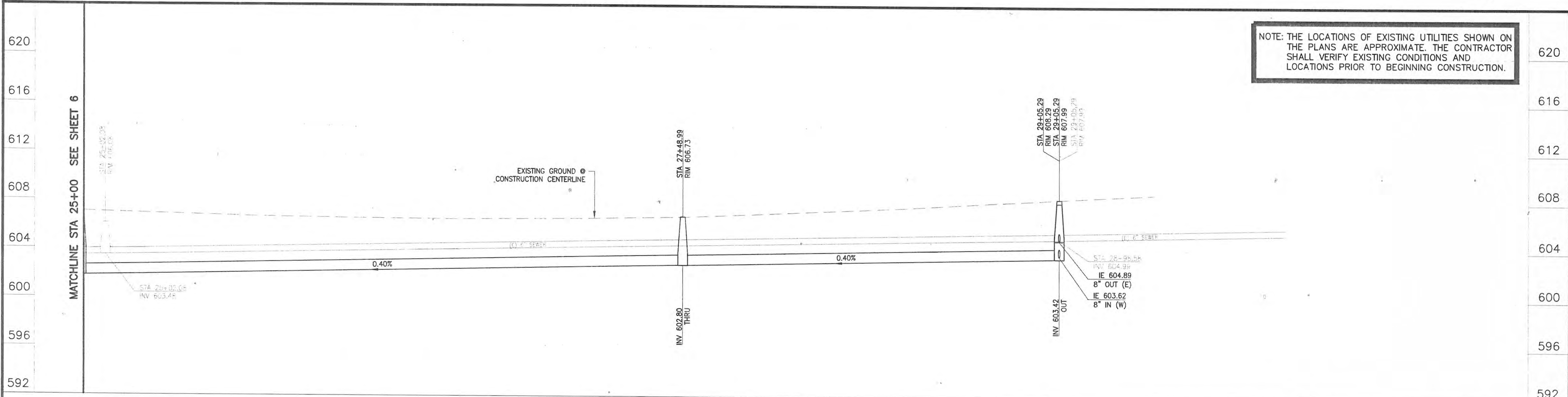
CITY OF UKIAH
NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT
PLAN AND PROFILE
STA 20+00 TO 25+00

Date: OCTOBER 2014
APPROVED: TIMOTHY E. ERIKSEN, P.E.
By: [Signature] Date: 7/30/15
DWN: JN
CHK: WD
Sheet: 6 of 7
Spec Number: 14-04

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY E. ERIKSEN
62230
EXP 9/30/15
CIVIL
STATE OF CALIFORNIA

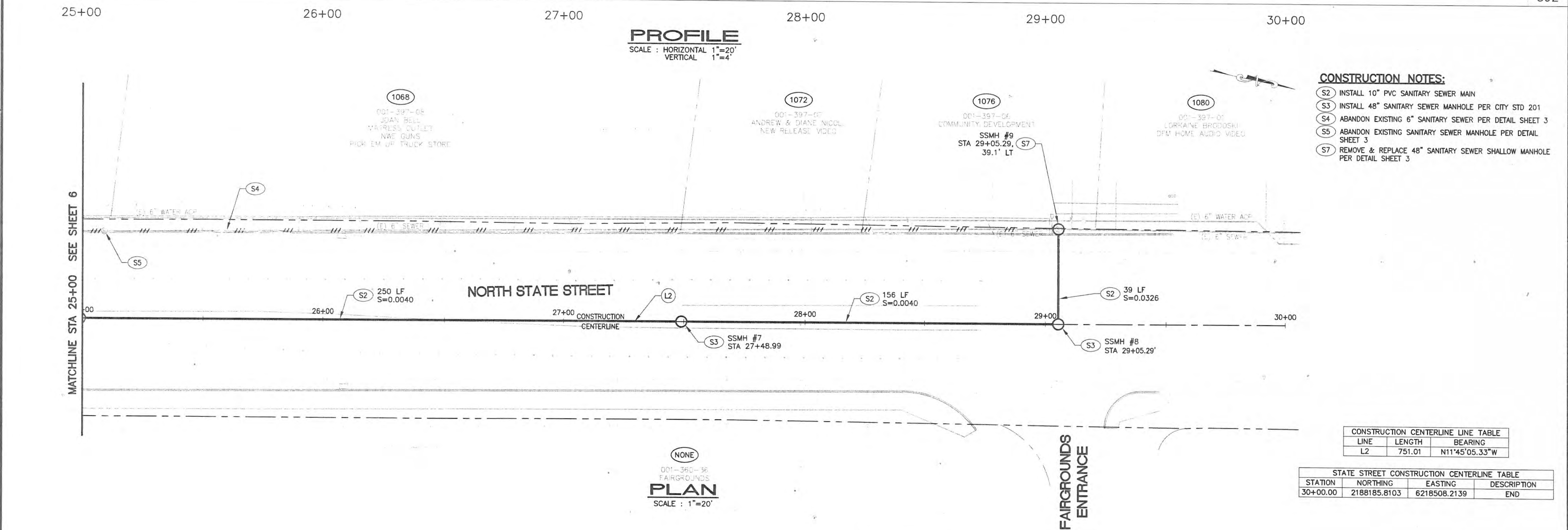
REGISTERED PROFESSIONAL ENGINEER
ELIZABETH LOU LILLIS
No. C 050830
Exp. 09/30/15
CIVIL
STATE OF CALIFORNIA

NOTE: THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.



PROFILE
SCALE : HORIZONTAL 1"=20'
VERTICAL 1"=4'

- CONSTRUCTION NOTES:
- S2) INSTALL 10" PVC SANITARY SEWER MAIN
 - S3) INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 201
 - S4) ABANDON EXISTING 6" SANITARY SEWER PER DETAIL SHEET 3
 - S5) ABANDON EXISTING SANITARY SEWER MANHOLE PER DETAIL SHEET 3
 - S7) REMOVE & REPLACE 48" SANITARY SEWER SHALLOW MANHOLE PER DETAIL SHEET 3



PLAN
SCALE : 1"=20'

CONSTRUCTION CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING
L2	751.01	N11°45'05.33"W

STATE STREET CONSTRUCTION CENTERLINE TABLE			
STATION	NORTHING	EASTING	DESCRIPTION
30+00.00	2188185.8103	6218508.2139	END



No.	Date	Revision	By

CITY OF UKIAH

NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT

PLAN AND PROFILE
STA 25+00 TO 30+00

Date: OCTOBER 2014
APPROVED: TIMOTHY E. ERIKSEN, P.E.
By: *[Signature]* Date: 2/3/15

Date: 1" = 20'

DWN ✓
CHK WD

Sheet 7 of 7 Sheets

Spec Number: 14-04

AutoCAD file name: I:\2014\14011817 Ukiah Sewer Main Improvement\14011817.dwg
Plot file: 14011817-1404.dwg
Date: 2/3/15

NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
NORTH STATE STREET SEWER MAIN
IMPROVEMENT PROJECT
SPECIFICATION NO. 14-04

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: September 9, 2015
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

**DOUGLAS CRANE – MAYOR
STEVE SCALMANINI – VICE MAYOR
MAUREEN MULHEREN – COUNCIL MEMBER
JIM O. BROWN – COUNCIL MEMBER
KEVIN DOBLE – COUNCIL MEMBER**

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN – DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

RICHARD J. SEANOR – DEPUTY DIRECTOR OF PUBLIC WORKS

KRISTINE LAWLER – CITY CLERK

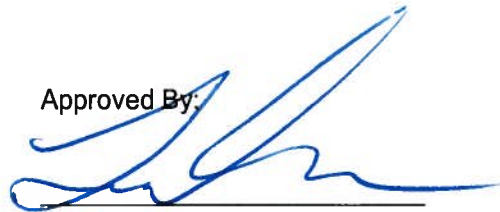
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CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
AUGUST 2014

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**CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR NORTH STATE STREET SEWER MAIN
IMPROVEMENT PROJECT SPECIFICATION NO. 14-04**

NOTICE IS HEREBY GIVEN that sealed standard proposals for NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California until 2:00 p.m., Specification No. 14-04, on Wednesday, September 9, 2015 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 "NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT, Specification No. 14-04." Bids are required for the entire work described herein. No fax bids will be accepted.

Bidders' attention is called to various sections of the specifications wherein execution of the contract and submittal of insurance and other supporting documents are required within ten days of the notice of award of contract. This foreshortened time frame is considered necessary due to the lead time associated with procuring traffic signal equipment.

All work of this contract shall be completed within 30 calendar days. Contract days shall be counted starting with the 10th day following notice of award of contract by the City and shall be counted as calendar days. Bidders' attention is called to Section 10-10 of the specifications wherein the Contractor will be required to 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, in the form of Liquidated Damages.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1	Traffic Control System	1	LS
2	Mobilization	1	LS
3	10" Sewer Main	1894	LF
4	48" Sewer Manhole	8	EA
5	48" Cut-In Sewer Manhole	1	EA
6	48" Shallow Sewer Manhole	1	EA
7	4" Sewer Lateral	9	EA
8	Abandon and/or Remove Existing Sewer System	1	LS
9	Trench Shoring and Bracing	1	LS

Plans and Special Provisions may be inspected and/or copies obtained **for a nonrefundable fee of \$30.00.** Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com. Contact Jarod Thiele, Project Analyst, Department of Public Works, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City Engineer 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 Jarod Thiele at (707) 463-6755 or at fax phone (707) 463-6204.

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.

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: July 30, 2015 Kristine Lawler
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: August 9, 2015 and August 16, 2015

INSTRUCTIONS TO BIDDERS

NORTH STATE STREET SEWER MAIN IMPROVEMENT PROJECT, Spec. No. 14-04, shall be performed in accordance with the Plans and Special Provisions therefor 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 (10%) 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 Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within thirty (30) calendar days commencing with the 10th day following receipt of the notice to proceed. The Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

Any bid protest must be filed with the City Clerk not more than five (5) 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 two (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 five (5) days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than twelve (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 Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer 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 and public improvements 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 is within the City of Ukiah. General locations and linear quantities of the work are shown on the Cover Sheet of Plans.

The work location is located at North State Street between the intersections of Brush Street and Garrett Drive, west of the US Highway 101 interchange, as shown on Sheet 1 of the Plans.

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 (24) 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 therefor. 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 (10%) of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. 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 (1%) 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 California Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the California Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The California Standard Specifications are set forth in Section 12-06 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 judgement 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 California 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 three hundred and seventy-five thousand dollars (\$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 (100%) 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 (50%) 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.

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 fifteen (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 therefrom 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 Engineer, 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 Engineer. Or, in the event that the Engineer 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 Engineer 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 assumes 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer.

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 Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer, in writing and the Engineer 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 Engineer. 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 Engineer 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 Engineer.

- (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 Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

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, fifty dollars (\$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.

7. 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 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.

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 Engineer 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 therefor 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 (1) 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 (10) 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 (5%) 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 Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (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 Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or 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 Engineer.

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

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

Re-examination of any work may be ordered by the Engineer 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 Engineer 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 Engineer 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.

Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 1/8th inch in elevation and 1/3 inch horizontal layout.

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 Engineer 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 therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer 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 (10%) of original contract amount or twenty-five thousand dollars (\$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 Engineer 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 Engineer 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 Engineer, 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 Engineer, 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 Engineer, 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 Engineer 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 therefor, 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 Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

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 (5%) 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 Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) 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 Engineer.

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 Engineer 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 Engineer.

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 Engineer, 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 Engineer will return one copy stamped with his or her approval; otherwise, one (1) 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 Engineer.

When requested by the Engineer, 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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer 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 Engineer 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 Engineer within fifteen (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 Engineer within forty-five (45) days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer 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 Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one (1) 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 Engineer.

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 Engineer and that such permission may be revoked at any time by the Engineer 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 (8) 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 (8) 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 Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer 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 Engineer 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 Engineer 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 Engineer 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 95 percent (95%) 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) 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 one hundred and eighty (180) days' maturity, nor represent more than 10 percent (10%) of the outstanding paper of an issuing corporation.
- (f) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.
- (g) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

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

(i) 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).

(j) 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.

(k) 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 shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer 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 Engineer 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 thereunder and the value thereof. Such final estimate shall be signed by the Engineer, 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 therefrom 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 (6%) 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 (20th) 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 (45th) 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 Engineer 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 Engineer 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 therefor each month not later than the first (1st) 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 Engineer'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 Engineer 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 California 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 day's 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 thereunder, 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. 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

12-02. Arrangement of Plans. The Plans consist of seven (7) sheets, which are bound as a separate document and are hereby made a part of the Contract Documents.

12-03. 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.

12-04. Permits. The Contractor shall provide, procure, and pay for all permits including encroachment permits required to carry on and complete this work. The City will issue a no fee encroachment permit to the Contractor allowing him to perform work within City right of way after the Contract documents have been executed and insurance certificate and endorsements have been approved by the City.

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." The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, are hereby made a part of these Special Provisions for Section 13-15 "Hot Mix Asphalt" only.

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.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

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. 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.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to 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, cyclists, and vehicular traffic to safely and expeditiously pass the work.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but limited to, administrative costs.

12-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," Section 12, "Construction Area Traffic Control Devices," and 12-2.02, "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.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 pm, Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

At the end of each working day if a difference in excess of two (2) inches exists between the elevations of the existing pavement between lines, the contractor shall furnish and place portable delineators along said drop-off. "Do Not Pass" signs shall also be placed at five hundred (500) feet intervals when delineators are required. Full compensation for furnishing and placing delineators and signs shall be considered as included in the various items of work and no additional compensation will be allowed.

Whenever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lines or both, or temporary delineation), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to public traffic. Temporary delineation

shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced not more than 10 feet apart on curves nor more than 20 feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instruction. Full compensating for temporary delineation shall be considered as included in the prices paid for the contract items of work that obliterated the existing delineation and no separate payment will be made.

Payment: Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12.09. Traffic Control System for Lane and Ramp Closure. A traffic control system shall consist of closing traffic lanes and ramps in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the CONTRACTOR from their responsibilities that may be necessary to comply with the provisions in Section 7-1.09, "Public Safety", of the California Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of-Way.

The Contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction. At a minimum the plan shall incorporate the following restrictions.

- No more than two adjacent streets crossing the project site will be closed to cross traffic at any one time.
- A minimum of one 12-foot wide through lane shall be provided through the length of the working area, except that traffic may be delayed up to 15 minutes.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction.
- Street layout, with street names and direction of flow.
- Location and types of construction area signs (including pedestrian notification).
- Locations of barriers or other traffic control devices.
- Location of flaggers.
- A contingency plan for how to handle emergency vehicles.

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the Contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the highway right-of-way.

Payment: The contract lump sum price paid for **Traffic Control System** shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as

specified in the California Standard Specifications and these special provisions, and as directed by the Engineer.

12-10. 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.

12-11. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

In additions to USA notifications per section 12-18, the Contractor should be prepared to contact the various agencies directly.

Utilities shown on the plans have uncertain depths. The record information available indicates that this work should not conflict with existing utilities. However, all utility companies recommend/ require that the Contractor pot hole at sufficient intervals along the USA markings to the depth of work on this project as a check.

Coordinate work with various utilities within project limits. Notify applicable utilities at least two days before commencing work or if damage occurs, or if conflicts or emergencies arise during work.

1. Ukiah Water & Sewer Departments
 - a. Contact person: Dan Hunt, Supervisor
 - b. Telephone (707) 467-5790
2. Ukiah Electric Department
 - a. Contact person: Tim Santo, Electric Supervisor
 - b. Telephone (707) 467-5778
3. Pacific Gas and Electric
 - a. Contact person: Gary Farnsworth, Gas and Electric Construction Supervisor
 - b. Telephone (707) 468-3955, Pager (707)466-6363
4. AT&T
 - a. Contact person: Bernie Sopp, Construction Supervisor
 - b. Telephone: (707) 468-2811, cell (707)391-0172

Payment: Full compensation for Utility coordination shall be considered as included in the prices paid for various contract items of work and no additional allowances will be made therefore.

12-12. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, offsite yards, subcontractors, 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, including disposal sites and traffic control plans.

12-13. 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 construction of this project.

12-14. Existing Utilities. In general, the locations of existing utilities are indicated on the drawings and/ or will be marked on the ground at the site. The accuracy of completeness of this information is not guaranteed, however and unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that should the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

In case it should be necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost must be borne by the Contractor. However, the City reserves the right, if requested by the owner, to permit the owner to move or maintain the utility at the Contractor's expense. All existing utilities shall be kept in service during the progress of the work. Where protection is required to insure support located substantially as shown on the Project Plans, the Contractor shall furnish and place the necessary protection at his or her expense.

The right is reserved to the State, the County, or the City therein and to the owners of public utilities and franchised, to enter upon any street, road, right-of-way or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

12-15. Cooperation. Attention is directed to Section 7-1.14 of the California Standard Specifications.

Other construction work by other forces relocation power lines, telephone lines and pipe lines, and construction other improvement, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-16. Dust Control. Dust control shall conform to the provisions in Section 10 of the California Standard Specifications and these Special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

12-17. Existing Highway Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the California Standard Specifications and these Special Provisions.

All existing highway facilities to be removed shall be disposed of at locations outside the highway right-of-way.

Such disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right-of-Way."

12-18. 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

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service from his operations.

SECTION 13. CONSTRUCTION DETAILS

13-01. Order of Work.

General. Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah.

Measurement and 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 and no additional compensation will be allowed therefor.

13-02. Location and Scope of Work and Order of Work. The work is located on North State Street between Brush Street and Garrett Drive and involves the construction of new 8" sewer main and associated appurtenances, and the abandonment/removal of existing sewer system.

Existing traffic signal, power and telephone lines in the vicinity of the work shall be protected from injury by Contractor during construction and until completion of the work. Contractor shall be liable for all damages to such facilities.

There are a number of existing underground utilities located within the project limits. It is the Contractor's responsibility to verify the horizontal and vertical locations of all utilities a minimum of 7 working days in advance of doing water main work. Any conflicts shall be brought to the attention of the Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Special provisions and not specifically referred to in this section will be understood to be furnished by the Contractor. All areas or fixtures disturbed by the Contractor's activities shall be restored to their original condition.

The Contractor should familiarize himself with the local conditions of the project site. 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 Rick Seanor at (707) 463-6296.

13-03. Preservation of Property. The Contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the California Standard Specifications and to these Special Provision. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Protect existing surveying control points and monuments within the project areas. Any disturbed survey control points and monuments shall be reset by a Land Surveyor registered in the State of California.

Payment: Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no separate compensations will be allowed therefore.

13-04. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the California Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment: Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. Cost Break-Down. Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the California Standard Specifications and these Special Provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in these Special Provisions.

The cost break-down shall be submitted to the Engineer for approval within 10 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the pertinent items of work will be made.

13-06. Surplus Material. All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way.

13-07. Mobilization. Mobilization shall conform to the provisions in Section 11, "Mobilization", of the California Standard Specifications.

Mobilization shall include the obtaining of all permits, moving onto the site of all equipment, temporary buildings, if needed, and other construction facilities as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Moving onto the site of all Contractor's equipment required for operations.
4. Installing temporary construction water supply, power, wiring and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor's principal construction personnel.
10. Beginning work on the project or at the subject site as applicable, including submittal of required Construction Schedule to Engineer.

Payment: Mobilization will be measured and paid for as a lump sum which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in mobilization and specified herein.

13-08. Clearing and Grubbing. Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the California Standard Specifications. Concrete removal shall conform to applicable provisions of Section 15-3, "Removing Concrete," of the California Standard Specifications and these Special Provisions.

The Contractor's attention is directed to Section 7-1.11, "Preservation of Property" of the California Standard Specifications.

All concrete which is to be removed from sidewalk, curb, gutter, and gutter pan, shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on plans.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

Sawcut: Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth

of 2 inches with a power driven saw before the concrete or asphalt concrete is removed. All sawcutting operations shall be "wet" for dust control purposes.

Full compensation for concrete saw cutting, removal and disposal will be considered as included in the prices paid for various contract items of work, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in concrete saw cutting and removal of sidewalk, curb & gutter, as specified herein, and as directed by the Engineer and no additional allowance will be made therefor.

All improvements which are not planned to be removed as part of this work, but are damaged or destroyed by reason of the Contractor's operations shall be replaced in kind or restored to a condition as good as when the Contractor encountered the work at the Contractor's expense.

The Contractor shall dispose of all debris off site and in a legal manner.

Payment: Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

13-09. Aggregate Base. Aggregate base shall be Class 2, ¾" maximum gradation, conforming to the provisions in Section 26, "Aggregate Bases," of the California Standard Specifications. Aggregate base shall be placed, moisture conditioned, graded, and compacted to the grade or limits shown on the plans.

Quality Requirements: The minimum sand equivalent shall be 31 for any individual test.

Payment: Full compensation for aggregate base shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

13-10. Asphalt Concrete Trench Paving. Asphalt concrete and the placing thereof shall conform to the requirements of Section 39, "Asphalt Concrete," of the California Standard Specifications, and these Special Provisions.

Asphalts: Temporary paving on all trenches shall be cold mix asphalt concrete installed a minimum 2" thick **placed each day** over the work.

The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of paving. A different asphalt binder content may be specified for each lift and each location.

General Requirements: The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving will be placed over the work, each day, leaving not more than 25 feet unpaved. This temporary paving shall be removed for final trench paving. The balance of the trench shall be covered with skid resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing, and shall be secured per Caltrans requirements. Cold Mix asphalt concrete shall be placed and compacted around all edges of steel plates with a sufficient width and gradual slope in order to provide a smooth transition to existing pavement.

Finished asphalt trench paving shall be even, smooth riding and have an appearance that is compatible to the surrounding surface, unless proper written approval has been provided by the Engineer.

The Engineer may require additional paving beyond the minimum dimensions shown in STD. 220 (36" beyond the trench wall), or as shown on the plans, where records indicate that the existing pavement or structural section is as shown on the plans.

Asphalt concrete used for temporary trench paving shall be removed and disposed of in accordance with the Standard Specifications, Section 7-1.13 "Disposal of Materials Outside the Highway Right-of-Way".

Payment: Full compensation for furnishing and installing temporary and permanent trench paving asphalt shall be considered as included in the prices paid for the various contract items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in placing

permanent trench paving, including but not limited to: saw cutting, tack coat, compaction and any other work required for permanent trench paving no additional allowance will be made therefor.

13-11. Curb, Gutter, and Sidewalk. Portland cement concrete curb, gutter and sidewalk, shall be constructed in conformance to the standard details and details shown on plans and at the locations shown on the plans and in accordance with the applicable provisions of the City Construction Specifications and these special provisions. Contractor shall be responsible for replacing all Portland cement concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

The work shall be constructed of minor concrete conforming to the provisions in the Standard Specifications Section 90-10, "Minor Concrete," except as follows:

The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than 3/8 inch.

The cement content of the minor concrete shall not be less than 463 pounds per cubic yard, except that when extruded or slip-formed curbs are constructed using 3/8 inch maximum size aggregate, the cement content shall be not less than 548 pounds per cubic yard.

All concrete which is to be removed from curb and gutter areas shall be removed to the nearest construction joint or as directed by the Engineer. Said joint shall be sawcut to eliminate any defects.

All concrete which is to be removed from sidewalks shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

All soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

Concrete curb, gutter, and sidewalk shall be cured in accordance with the requirements of Section 90-7, "Curing Concrete," of the California Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting.

Full compensation for constructing and installing curb ramp detectable warning surfaces shall be considered as included in the contract price paid per each for pedestrian ramps and no separate payment will be made therefore.

Payment: Full compensation for removing and constructing new curb, gutter and sidewalk shall be considered as included in the prices paid for the pipe items and no additional allowance will be made therefor.

13-12. Sanitary Sewer Main. All sanitary sewer system components and related items shall be constructed in accordance with these Special Provisions, the Plans, the City Standards and the latest version of the Standard Specifications, any deviation must first be approved in writing by the Engineer.

Permanent paving shall not take place until all underground work is finished, except as otherwise noted in these Special Provisions, and the City has given written notice of acceptance to the Contractor, unless otherwise directed or approved by the Engineer.

Materials: Sanitary Sewer pipe to be installed shall be SDR 35 PVC as specified in Sections 71-1.02A and 71-1.06A, and shall conform to these Special Provisions, the Plans, the City Standards, and as directed by the Engineer.

Couplings used to connect PVC pipe to PVC pipe shall be SDR 35 PVC Gasketed type. Transition couplings shall have stainless steel sheer bands and submittals are required.

The pipe manufacturer shall legibly mark pipe materials. Name and/or trademark of manufacturer, nominal pipe size and manufacturing standard reference number shall be printed on the pipe.

Excavation and Backfill: Excavation and backfill of sanitary sewer line trenches under this contract shall conform to City Standard STD-220, or as modified on the Plans and/or in these Special Provisions.

Blasting will not be permitted.

Contractor shall exercise caution when working in close proximity to existing trenches.

Trenching operations shall be conducted in such a manner that will not disturb existing facilities. The Contractor shall incur all costs associated with repairs needed, in the opinion of and to the satisfaction of the Engineer, by any such damage due to their operations.

All excavated material shall be removed from the job site the same day unless otherwise specified by the Engineer.

Excavations around new and existing manholes shall be a minimum of 24 inches wider than the barrel section. All excavations shall be able to accommodate equipment and personnel required for backfilling and compaction testing. . If, in the opinion of the Engineer, typical compaction methods cannot be used, the Engineer may require the use of a pneumatic Pogo Stick/Powder Puff type compactor at no additional cost to the City.

Pipe Laying: The Contractor shall provide the equipment, materials and personnel to maintain continuous sanitary sewer service to all customers, 24 hours a day and 7 days a week during construction, including but not limited to the installation of temporary lines and pumping equipment at no additional cost to the City unless otherwise specified in these Special Provisions. Any deviation from this requirement must first be approved by the Engineer. Sewage must be controlled in a pipeline at all times and flows or leaks in the street or open ditches will not be allowed. The Contractor shall submit a temporary connection plan to the City for approval prior to start of work. The temporary connection plan shall include a schedule of work. The Contractor shall continuously monitor the upstream manhole of any temporary connection. Any deviation from this requirement must first be approved by the Engineer.

It is the Contactor's responsibility to ensure that sanitary sewer pipe is laid and bedded on sound materials, existing and new. Any field conditions that may affect alignment and/or grade shall be brought to the attention of the Engineer prior to installation. All disturbed native material must be removed from the trench prior to the installation of new bedding material.

If proper separation between new sanitary sewer lines and water mains, per the latest guidelines from the California Department of Public Health (CDPH), formerly the Department of Health Services (DHS) cannot be maintained, the Contractor shall inform the Engineer immediately to get direction, unless direction is already provided on the Plans or in these Special Provisions.

At locations where a new sanitary sewer main is to be installed into or out of an existing manhole the manhole shall be modified to accept the new size of pipe, including any chipping and/or grouting required to form an acceptable flow channel in the manhole base. The wall of the manhole shall be breached by core drilling, sawing, or other approved technique, which does not disturb the manhole any more than the aforementioned cutting techniques. The Contractor shall seal the penetration with StopAQ™ or an approved equivalent water stop and shall grout the sealed penetration to protect sealer. The Contractor shall also backfill the exterior of the manhole around the pipe penetration with concrete to stabilize the connection.

Sewer Laterals: Sanitary sewer laterals shall be installed or replaced in accordance with City Std. 210, and any modifications herein or on the Project Plans.

The estimated location of the existing sanitary sewer laterals as depicted on the Project Plans are based on record information, television inspection and field evidence. This information is available for review upon request. The City assumes no responsibility for the accuracy of this information or the inadvertent omission of any such information. Not all existing sanitary sewer laterals are guaranteed to be located through these

means and the Contractor may, therefor, encounter sanitary sewer laterals not shown on the Project Plans. The Contractor shall have the sole responsibility for locating all existing live laterals within the project limits. Prior to the installation of each individual new sanitary sewer wye on the main, the Contractor shall determine the exact location of the existing sanitary sewer lateral at the back of sidewalk. Two acceptable methods of locating a sanitary sewer lateral at the back of sidewalk are:

1. Removing sidewalk and/or potholing by hand digging at the back of sidewalk to locate the existing lateral pipe a minimum of 24 hours prior to sanitary sewer main installation in that area.
2. Inserting a metallic electrician's "fish tape" into the existing lateral pipe after the pipe is exposed during sanitary sewer main excavation and tracing the "fish tape" to the back of sidewalk using a pipe and cable metal locator.

If the Contractor chooses to use method 2 and cannot locate the existing sanitary sewer lateral at the back of sidewalk or PUE, they shall locate the lateral by potholing at the back of sidewalk or PUE prior to the installation of the wye at the main at no additional cost to the City.

Typically, each active sanitary sewer lateral found to exist shall be replaced.

If the Contractor encounters an active sanitary sewer lateral not shown on the Project Plans or a sanitary sewer lateral that is shown to be replaced but appears to be inactive, they shall notify the Engineer immediately.

Sanitary sewer laterals shall be installed perpendicular to the curb unless otherwise depicted on the Project Plans. Any lateral that is not installed perpendicular to the curb shall have one continuous piece of No.12 insulated solid copper wire installed in the following manner:

1. Wrap wire two times around wye connection at main and secure.
2. Lay both ends on top of and along the lateral to the cleanout and up the cleanout riser. Both ends of wire shall extend approximately 6" beyond riser.
3. Secure wire to top of lateral pipe at approximately 5' intervals. Ends of wire must be easily accessible inside the cleanout box.

Active sanitary sewer laterals are to remain in service at all times. The Contractor shall install a temporary connection between the new wye and the existing lateral until the new sanitary sewer lateral is constructed.

If the Project Plans show new sewer main invert(s) proposed to be at a higher elevation than the existing invert(s) the Contractor shall submit a temporary connection plan to the Engineer for approval a minimum of 5 working days prior to start of work. The temporary connection plan shall include a schedule of work. The Contractor shall continuously monitor the upstream manhole of any temporary connection.

Plastic flex pipe may be used for temporary connections between active existing sanitary sewer laterals and the new wyes on the main. Plastic flex pipe shall be the same size as the existing lateral pipe and shall be connected to the new wye and the existing lateral by means of a Fernco coupling, or approved equivalent. Squeezing the flex pipe and inserting it into the cut end of the existing lateral or into the lateral opening of the wye will not be allowed. All temporary connection material shall be removed from the trench prior to final compaction.

Temporary sanitary sewer lateral connections shall be replaced with permanent laterals after installation of the sanitary sewer mainline is completed for each block, or at a maximum of 20 calendar days, whichever is sooner.

Provide 1' minimum clearance between wyes on all sanitary sewer mains as measured between adjacent bell ends.

Sanitary sewer wyes installed at incorrect locations shall be removed and replaced with a 4' minimum length of pipe and approved couplings. Capping of wyes installed at incorrect locations will not be allowed. Prior to installing wyes on the main, and regardless to what the Project Plans show, the Contractor shall investigate to ensure that the proposed alignment of new laterals will not be in conflict with any other facilities, existing or proposed. If the Contractor determines that a conflict is possible, the Engineer shall be notified immediately to provide direction.

A minimum separation of 3' shall exist between new sanitary sewer laterals and existing water and gas services. If this separation requirement cannot be met, the Contractor shall notify the Engineer immediately for direction prior to continuing work on this lateral. When a new water service is installed along with the new sanitary sewer lateral the minimum separation shall be 5'.

One-way cleanouts shall typically be installed behind the face of curb as directed by the City in a Christy G5 box with a metal lid.

All sewer laterals constructed under curb, gutter and driveway culverts shall be done so utilizing a City approved trenchless method unless otherwise shown on the Project Plans or approved by the Engineer. The boreholes shall be only large enough to allow for the size of pipe to be installed. If the Contractor uses another method that in the opinion of the Engineer disturbs the supporting soil, the Engineer may require, at no additional cost to the City, the removal and replacement of any undermined curb, gutter or culvert, and/or the use of CDF backfill. The limits of curb and gutter replacement as well as any necessary doweling, shall be as required by the Engineer at no additional cost to the City. All installations under concrete planter and/or sidewalk shall be open cut.

The Contractor shall remove and replace concrete planter strip and the full width of sidewalk for the installation of sewer laterals to the nearest transverse score mark on both sides of the lateral. All areas of sidewalk removed for construction shall be backfilled and compacted level with temporary asphalt concrete or covered with 1" thick plywood, laid flat with a 6:1 taper on both ends.

Connections to existing laterals shall typically be made at back of sidewalk or PUE unless otherwise shown on the Project Plans. Prior to making the connection the Contractor shall investigate to see if there is an existing cleanout not already shown to be removed located beyond where the typical connection point would be and up to three feet behind the back of sidewalk. If an existing cleanout is discovered within these limits the Contractor shall remove it and any existing lateral piping as needed and then make the connection using approved pipe and couplings.

A 4" high letter 'S' shall be legibly inscribed in the face of new and existing curbs at the location of each lateral. Where bends are required behind the curb to make a connection an additional 'S' shall be legibly inscribed at the back of sidewalk where the connection to the existing lateral was made.

All sanitary sewer laterals that have 3' or less cover at the connection to the main, as depicted on the Project Plans, shall have a 'Clean Check PVC Extendable' backwater valve or approved equivalent. Size of backwater valve shall be same as lateral. The exact location shall be determined in the field by the Engineer after the Contractor has located the alignment using a fish tape and pipe and metal locator or other approved method. Backwater valves shall be installed with 1' sections of pipe minimum on both ends and connected to the existing lateral with approved couplings. 6" backwater valves shall be covered with a Christy G5 box, or approved equivalent, and set to grade with a lid marked 'Sewer'. Backwater valves shall be set so the riser pipe is not more than 5 degrees out of plumb. The Engineer must first approve any deviation from this requirement.

Where an excavation for a new sanitary sewer lateral occurs within the drip line of any tree the Contractor shall hand dig to protect tree roots. Root pruning shall be done in accordance with these Special Provisions and accomplished by use of sharp tools appropriate for the size of the root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. Roots shall not be pulled on by excavating equipment.

Existing irrigation facilities not shown on the Project Plans may be encountered during sanitary sewer lateral installation. The Contractor shall repair any damage to existing irrigation facilities caused by their operations

at the Contractor's expense.

The Contractor shall notify and coordinate the replacement of individual sanitary sewer laterals with the effected resident or business.

Abandonment and Removal of Existing Sanitary Sewer System: Existing sanitary sewer components to be abandoned shall be done per these Special Provisions, any details shown on the Plans and/or as directed by the Engineer.

Existing sanitary sewer system components shall be removed where shown on the Plans or to facilitate the progress of work per these Special Provisions and the City Standards. The excavation shall then be backfilled and compacted as specified in these Special Provisions and Section 19, "Earthwork," of the Standard Specifications with suitable fill material approved by the Engineer.

Sewer Structures: For the purpose of this contract all manholes, existing and new, shall be considered confined spaces and treated as such.

All manholes, regardless of diameter, installed for this project shall have concentric tapered sections unless otherwise approved or directed by the Engineer.

It is the Contractor's responsibility to ensure that all sanitary sewer structures are bedded on sound materials, existing and new. Any field conditions that may affect alignments and/or grades shall be brought to the attention of the Engineer prior to installation. All disturbed native material must be removed from the trench prior to the installation of new bedding material.

Concrete for manhole bases shall be minor concrete conforming to the applicable requirements of Section 90, "Portland Cement Concrete," of the Standard Specifications. The Portland cement shall be Type V conforming to ASTM Designation: C 150 or low-alkali Type II cement meeting the requirements for Type V cement.

All cracks, chips and gaps on existing manholes left in service shall be patched and the entire interior surface of all manholes, existing and new, shall be coated, including the flow channel down to spring line. Coating and patching materials shall be per the Engineer's List of Approved Items and shall be applied in accordance with the manufacturer's recommendations.

All manholes on active mains shall be accessible to City forces at all times unless otherwise approved by the Engineer or specified in these Special Provisions.

Testing of Sanitary Sewers: The testing of sanitary sewers shall conform to the City of Ukiah Construction Standards and these Special Provisions.

The Contractor shall provide all labor, tools, equipment, and materials required for testing and inspection of the sanitary sewers.

The Contractor shall provide all means necessary, to the satisfaction of the Engineer that ensures continuous service to all customers during and after work hours, weekends and holidays, including the installation of temporary lines and/or temporary pumping equipment. Sewage must be controlled in a pipeline at all times and flows or leaks in the street or open ditches will not be allowed.

Any bypass pumping plan must be submitted to, and approved by the Engineer prior to use.

Vacuum Testing of Sanitary Sewer Manholes: Testing of Sanitary Sewer Manholes may be done by Vacuum Testing in lieu of the water test required in the City Standards, Section 71-1.08. If the vacuum-testing method is used, all manholes shall be tested for leakage in accordance with ASTM C 1244-93.

Vacuum Testing shall not take place until after permanent paving in complete, unless otherwise directed or approved by the Engineer.

Installation and operation of vacuum equipment and indicating devices must be in accordance with manufactures recommendations and performance specifications, which must be provided by the manufacturer and accepted by the Engineer. The equipment must be capable of testing the entire manhole, including the cast iron frame and grade adjustment rings.

All new or rehabilitated sanitary sewer manholes shall be tested unless otherwise directed by the Engineer. If the manhole fails the test, the manhole shall be repaired at the Contractor's expense and retested. If manhole joint sealants are compromised during the vacuum test, the manhole must be disassembled and the joint sealants replaced. If there is reason to believe that the manhole has been disturbed after the initial vacuum test the Engineer may request additional tests at the Contractor's expense.

The Contractor may pre-test manholes at any time during construction. Any pre-test results are solely for the Contractor's use and shall not be accepted as the final test.

Testing will be done in the following manner:

1. All lift holes and joints shall be grouted and the entire manhole, including grade rings, sealed prior to testing.
2. All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manhole.
3. The test head shall be placed in accordance with the manufacturer's recommendations. The test unit shall be braced against the manhole frame and not the grade ring(s) or taper.
4. The vacuum gauge and test equipment used for this test shall be supplied by the Contractor and shall be operated per manufacturer's specifications by qualified personnel. Accuracy and calibration of the gauge shall be certified by a reliable testing firm at six month intervals, or when requested by the Engineer.
5. A vacuum of 10 inches Hg (4.91 PSI) of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time it takes the indicator gauge to drop from 10 inches Hg (4.91 PSI) to 9 inches Hg (4.4 PSI) shall be measured. The manhole will pass the vacuum test if the time is equal to or greater than those shown in Table 1:

Table 1
Minimum Test Time Based On Manhole Diameter (sec.)

<u>Manhole Depth in Feet</u>	<u>Manhole Diameter in Inches</u>			<u>Time in Seconds</u>
	<u>48</u>	<u>60</u>	<u>72</u>	
0-4	10	13	16	
4-8	20	26	33	
8-12	30	39	49	
12-16	40	52	67	

After the vacuum test, manholes will be visually inspected for leaks and/or defects and repaired as required by the Engineer.

Television Inspection: The television inspection shall be in accordance with these Special Provisions.

When all sanitary sewer main work has been completed and inspected, except as otherwise noted in these Special Provisions or the City Standards, the Contractor shall notify the Engineer in writing 2 working days in advance of the date for television inspection. The Engineer or their authorized representative shall be given the opportunity to be present during the inspection. Upon receipt of the completed televising inspection video

discs and written logs, the Engineer requires 10 working days to review the video records and logs before giving written notice of acceptance and/or deficiencies of the lines to the Contractor.

The General Contractor shall supply plans and specifications for this work to the televising contractor with manhole numbers, street names, addresses and any other information required to facilitate the work.

During this inspection, the General Contractor or their authorized representative shall be present to observe the televising inspection. Acceptance of any portion of the sanitary sewer work shall not be given in the field at the time of televising.

The City shall only receive video and written logs for areas not known by the Contractor to need correction. If while conducting the initial television inspection in the field, the General Contractor or their authorized representative discovers areas that need correction, these corrections shall be made and the area televised again prior to submitting the logs to the City for review. If footage of video that is not required for inspection, such as; areas known to need repair, stationary video footage in sanitary sewer lines other than where required and footage not of sanitary sewer facilities, the submittal will be rejected.

The televising contractor is responsible for all stuck, broken, or lost equipment and any damage to sanitary sewer facilities due to their operations and shall bear all necessary costs to retrieve or replace said equipment and make required repairs to sanitary sewer facilities.

Any damage to facilities or obstruction to service caused by the televising operations shall be corrected immediately by the General Contractor at no cost to the City.

The Contractor shall obtain permission from the Engineer prior to the removal of any manmade or natural obstruction needed to complete this work. Any item removed shall be replaced in kind to the satisfaction of the Engineer, and will be done at the Contractor's expense.

Any line cleaning that the Contractor is required to do in order to televise the lines will be included and no additional compensation will be allowed.

All lines shall be flushed clean with a high-pressure commercial sewer flusher unit or by balling prior to televising. If required to televise an existing line it may be necessary to remove roots, grease or other obstructions prior to flushing per these Special Provisions. The equipment shall be appropriate for the type of obstruction being removed and shall not damage the pipe in any way. All debris shall be trapped at the first downstream manhole and removed. Debris will be hauled to an appropriate disposal site at the Contractor's expense.

After flushing and prior to televising, an approved source of water will be discharged into the upstream manhole or mainline cleanout until water flows out of the downstream manhole. This is to be done no more than 24 hours before the video inspection takes place. **High pressure flushing of the line is not to be considered as a substitute for this requirement.** This shall be done to insure that all dips or sags are filled before televising, if the sanitary sewer has live flow, the Engineer may waive this requirement. Live flows that are greater than the depth of the gauge shall be temporarily plugged upstream and bypass pumped to allow for proper televising.

The televising of all lines shall be recorded on DVD non re-writable discs in a format that can be played on any DVD player without installation of special software. The discs and written logs shall become the property of the City of Ukiah. Every televised run (manhole to manhole, manhole to mainline cleanout, and laterals) shall be recorded as a separate video file, with the name of the file being the manhole and/or mainline cleanout numbers for the main and the address of the lateral. A lateral file shall consist of the run from the clean out to the connection at the main and the run from the clean out to the connection at the back of sidewalk.

A pan and tilt color camera shall be used for all video inspection of main lines and shall be one specifically designed and constructed for such inspections. The camera shall be mounted on adjustable skids or a tractor to keep it in the center of the pipe. Lighting for the camera shall be supplied by a lamp on the camera, capable of being dimmed or brightened remotely from the control panel. The lighting system shall be

capable of lighting the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions and shall have a minimum of 330 lines of resolution. The camera equipment shall produce a continuously monitored color picture, which will have the resolution capability to discern small hairline cracks and other minor and major defects in the sanitary sewer line. The camera equipment shall be capable of producing digital still pictures for permanent record as required. The camera shall be self-propelled or pulled by a cable winch from the downstream manhole, through the line along the axis of the pipe, at a uniform rate of 1/2 foot per second maximum.

Where infiltration in the sanitary sewer line is suspected, the camera shall be stopped for at least 30 seconds in the area of question and the camera shall pan and/or tilt as needed to ascertain that infiltration is occurring and the possible cause. The camera shall stop at all lateral connections, defects, sags, etc. for a period of at least 10 seconds and the camera shall pan and/or tilt as needed so that all portions of the connection or defect that is visible from within the main line can be completely inspected.

Each pipe run between manholes being inspected may be required to be isolated from the remainder of the line by the use of a line plug to insure total viewing of the inside periphery of the pipe. The inspection shall be performed in a forward and/or backward direction according to line conditions at the time of the inspection. Every effort shall be made by the Contractor to televise in the same direction as the flow, especially during live flow conditions. The Engineer must approve any video inspection that goes against the flow.

Telephones, sound, power, communication systems, or other suitable means of communication shall be set up between the winch at the downstream manhole and the monitor control and operations van unless camera tractor is used.

The Contractor shall keep a copy of the written logs on site that clearly show the exact location, in relation to the starting manhole/mainline cleanout or lateral cleanout, of each following item discovered during the television inspection; infiltration points, lateral locations, cracks, open/pulled joints, roots, broken or collapsed sections, grease, debris, location of dips (*starting and ending footage plus depth*), and any other discernible features. In addition to the items noted, the video and written logs shall also note; name of project, general contractor, date, line size, length of section, manhole condition and live flow. Measurement for location of defects shall be at ground level by means of a metering device. Markings on the cable, or the like, which would require interpolation for depth of manhole or lateral cleanout will not be allowed. Measurement meters will be accurate to plus or minus one foot in a thousand and must show on video. A one-inch depth gauge pulled or pushed in front of the camera is required for all main lines up to and including 12 inch. For any line larger the Contractor shall verify required gauge size with the Engineer prior to scheduling television inspection. Measurement of laterals must be recorded on video and written log from bottom of cleanout to main and bottom of cleanout to connection at existing lateral.

The following conditions shall exist prior to the television inspection:

1. All sanitary sewer lines shall be installed, backfilled and compacted.
2. All structures shall be in place, all channeling complete and all pipelines accessible from structures.
3. All other underground facilities, utility piping and conduit shall be installed and accepted by the Engineer.
4. Mainlines to be inspected shall be balled/high pressure flushed and mandrel tested.
5. The final air or water test on lines shall have been completed.

All work performed must meet the quality and clarity standards set by the City of Ukiah and are subject to City review and rejection.

Deficiencies revealed by the television inspection, in the opinion of the Engineer, shall be repaired by the Contractor to the satisfaction of the Engineer. After all required repairs are completed the areas of repair shall be televised again at the Contractor's expense.

The Contractor is advised to not proceed with reconstruction, overlay or final trench paving until receiving notice from the Engineer that the sewer main is acceptable.

Bypass Pumping: Bypass pumping of sanitary sewers shall conform to these Special Provisions and the City Standards.

The Contractor shall provide bypass pumping and/or diversion when required for installation of a sanitary sewer system. Bypass pumping shall consist of furnishing, installing, and maintaining all equipment, tools, power, plugs, appurtenances, piping and anything else required to maintain existing flows and services without interruption.

The Contractor shall submit separate bypass pumping and/or diversion plans for every setup required to facilitate the work for review by the Engineer at least 10 working days prior to each individual setup. The plans shall identify the bypass pumping locations and methods with sufficient detail to assure that the work can be accomplished without sewage spill. The bypass pumping plans shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system. The Engineer shall approve the Contractor's plan for bypass pumping before the Contractor will be allowed to commence bypass pumping. The Contractor shall notify the Engineer 2 working days prior to commencing with the bypass pumping operation.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping, leaks or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

The Contractor shall take all necessary precautions including constant monitoring of bypass pumping to ensure that no private residences or properties are subjected to a sewage backup or spill. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.

The generator system must be enclosed with a sound attenuated enclosure and shall produce noise emissions less than 60 decibels from a distance of 60 feet away, if bypass pumping is allowed between the hours of 6 PM and 7 AM. All other City noise ordinances shall also be adhered to.

All pumps shall be set into or surrounded by spill containment devices.

All raised pavement markers, traffic stripes and pavement markings or any other traffic markings disturbed during this contract work shall be replaced in kind by the Contractor to the satisfaction of the Engineer. The replacement shall be in accordance with Sections "Traffic Stripes and Pavement Markings" of these Special Provisions.

Payment:

10" Sewer Main will be paid for at the contract price per **lineal foot**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for sanitary sewer main installation, including but not limited to, excavation and disposal of excavated materials; any necessary hand digging; dewatering trench; disposal of soil and groundwater bypass pumping *if needed*; contamination awareness; sewer main, fittings and couplings; felt expansion joint material *if required*; temporary connections *as needed*; connections to new or existing or mains including sealing of penetrations water tight; wrapping of joints crossing over water mains; watertight plugs on "stubbed" mains; supporting or removal and disposal as necessary of existing utilities in the same trench; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary trench paving; cleaning and flushing; all required testing; video inspection and any other work required for the installation of sanitary sewer mains not specifically enumerated in the City Standards, these Special Provisions or on the Plans, and no additional allowance will be made therefor.

The actual quantity of sanitary sewer main to be paid for will be the length measured from center of manhole to center of manhole/tie-in along the finished grade to the nearest foot, excluding the sweep and the portion of pipe used for constructing the mainline cleanout. Pipe purchased by the Contractor in excess of the

measured amount will not be paid for by the City.

48" Sewer Manhole of the various types will be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for sanitary sewer manhole installation, including but not limited to, excavation and disposal of excavated materials; any necessary hand digging; dewatering trench; disposal of soil and groundwater bypass pumping *if needed*; contamination awareness; installation of inside drop *as required*, couplings and pipe if connecting to existing mains; furnishing and installing manhole components, sealing of penetrations water tight; coating and patching; supporting or removal and disposal as necessary of existing utilities in the same trench; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary trench paving; concrete collar; installing and adjusting the cast iron frame and cover to grade after final paving is complete; testing and any other work required for the installation of sanitary sewer manholes not specifically enumerated in the City Standards, these Special Provisions or on the Plans, and no additional allowance will be made therefor.

4" Sewer Lateral shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for sewer lateral installation, including but not limited to: potholing to facilitate the progress of work; investigation for existing cleanout within three feet of back of walk; sawcutting of existing pavement, excavation and disposal of excavated materials; hand digging *if needed*; root pruning; dewatering and disposal of trench groundwater; fittings/couplings; temporary connections; connection to main and existing lateral; long radius sweeps as required, supporting or removal and disposal of existing utilities in the same trench, *if required*; tracer wire *if required*; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary trench paving; removal and replacement of curb, gutter, sidewalk and driveways *if needed*; setting cleanout to grade and installing concrete collars *as required*; wrapping of joints that cross water mains, restoration of irrigation and landscaping; cleaning and flushing; testing; video inspection; as specified herein, and no additional allowance will be made therefor.

Abandon and/or Remove Existing Sewer System will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for the abandonment and/or removal of existing sanitary sewer system components, including but not limited to, excavation and disposal of excavated materials; any necessary hand digging; dewatering trench; disposal of soil and groundwater; contamination awareness; supporting or removal and disposal as necessary of existing utilities in the same trench; abandonment or removal and disposal of existing sanitary sewer pipes, manholes and cleanouts; sealing/plugging entrance to manhole where abandoned pipe is removed; placing and compacting all required bedding and backfill including controlled density fill *if required*; trench plates *as needed*; temporary trench paving; removal and replacement of concrete curb, gutter and sidewalk *as needed*; bypass pumping *if needed* and any other work required for the abandonment and removal of existing sanitary sewer system components not specifically enumerated in the City Standards, these Special Provisions or on the Plans, and no additional allowance will be made therefor.

13-13. Trench Shoring and Bracing. Trench shoring and bracing shall conform to the provisions in Section 5-1.02A, "Excavation Safety Plans," of the California Standard Specifications and these Special Provisions.

Trench sheeting and boxing shall be withdrawn in such a manner as to prevent caving at the walls of excavations or damage to piping or other structures. Except as may be hereinafter modified, no sheeting shall be left in the trench and no backfill shall be made against the sheeting before it is removed. And sheeting extending below the invert of the pipe shall be left in place by cutting off in a manner satisfactory to the Engineer.

The Contractor shall obtain any necessary permits from the State of California, Division of Industrial Safety. The Contractor shall pay all costs in connection with said permits and proof of such permits shall be submitted to the Engineer prior to commencing the trench work.

Payment: **Trench Shoring and Bracing** will be measured and paid for on a lump sum basis. The lump sum price paid for Trench Shoring and Bracing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in shoring and bracing for water, sewer

and storm drain as specified in these Special Provisions and shall include the removal and disposal of all material required to accomplish the work.

Progress payments will be based on the percentage of trench requiring shoring and bracing that has been backfilled, as determined by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the California Standard Specifications, shall not apply to the item of trench shoring and bracing. Adjustments in compensation for trench shoring and bracing will be made only for increased or decreased trench shoring and bracing required by changes ordered by the Engineer, and will be made on the basis of the cost of the increased or decreased trench shoring and bracing necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the California Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

13-14. Soil and Groundwater Disposal.

13-14 (A) General: Bidder's attention is directed to the fact that the proposed project is located in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40 hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

13-14 (B) Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

13-14 (C) Water: Groundwater may be encountered during the course of excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall **remove all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trenchwater, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trenchwater.

In general, the Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery.

All excavated material from trenches shall be the property of the Contractor and shall be immediately removed. None of the excavation material shall be dumped, stockpiled or disposed of on the work site.

Where excavation occurs within the drip line of any street tree the Contractor shall hand dig to protect tree roots as directed by the Engineer. Root pruning shall be done only when directed by the Engineer and shall be accomplished by use of sharp tools appropriate for the size of the root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. At no time shall roots be pulled on by excavating equipment.

Construction Water: Construction water for the work under this contract will NOT be furnished by the City.

The Contractor must obtain water according to these Special Provisions.

13-15. Traffic Stripes and Pavement Markings. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84, "Traffic Stripes and Pavement Markings," of the California Standard Specifications, City of Ukiah Standards, and these Special Provisions and shall be placed at the locations shown on the plans.

Stripes and pavement markings shall be thermoplastic.

Existing stripes and pavement markings which are damaged by the work shall be replaced. Replaced sections shall match existing sections. Patching is not acceptable in lieu of complete replacement.

Payment: Full compensation for removing and replacing damaged thermoplastic marking, and stripes as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-16. Pavement Markers. Installation of both reflective and raised pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the California Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85, "Pavement Markers," of the California Standard Specifications.

Blue, reflective, pavement markers shall be placed across from City fire hydrants, and conform to the provisions in Section 3B-03 of the California Manual on Uniform Traffic Control Devices.

Existing pavement markers which are damaged by the work shall be replaced.

Payment: Full compensation for removing and replacing damaged pavement markers as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-17. Portland Cement Concrete. All Portland cement concrete on this project shall be in accordance with Section 90, "Portland Cement Concrete," of the Amendments to July 2002 California Standard Specifications, updated April 30, 2003.

All references to Class "A" concrete and Class "A" PCC in the City Standards and the City Specifications shall be changed to Class 2 concrete in accordance with Section 90, "Portland Cement Concrete," of the

Amendments to July 2002 California Standard Specifications updated April 30, 2003.

13-18. Material Recycling. The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense.

Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

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

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Provisions of General Conditions to be Amended.

The following designated sections of the Special provisions are hereby amended to read as follows:

Various section of the General Conditions have been modified to require execution of contract an return of all supporting documents within ten (10) calendar days of notice of award. This is deemed necessary due to the lead time associated with procuring pipe materials.

The calculations of Contract Days is modified. Article 1 of the Contract agreement is modified to read "Contract days shall be counted starting with the tenth (10th)day following notice of award of contract by the City and shall be counted as calendar days." All work of this contract shall be completed within thirty (30) calendar days.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
NORTH STATE STREET
SEWER MAIN IMPROVEMENT PROJECT**

Specification No. 14-04

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 materials;
 - 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 Engineer;
 - 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 therefor the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail.

ITEM NO.	QUANTITY	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	EXTENDED AMOUNT FOR ITEM (in figures)
1	1 LS	Traffic Control System for the lump sum price of: _____ Dollars (\$ _____)	\$ _____
2	1894	Mobilization for the lump sum price of: _____ Dollars (\$ _____)	\$ _____
3	8 EA	10" Sewer Main for a unit price per lineal foot of: _____ Dollars (\$ _____)	\$ _____
4	1 EA	48" Sewer Manhole for a unit price each of: _____ Dollars (\$ _____)	\$ _____
5	1 EA	48" Cut-In Sewer Manhole for a unit price each of: _____ Dollars (\$ _____)	\$ _____
6	1 EA	48" Shallow Sewer Manhole for a unit price each of: _____ Dollars (\$ _____)	\$ _____
7	9 EA	4" Sewer Lateral for a unit price each of: _____ Dollars (\$ _____)	\$ _____
8	1 LS	Abandon and/or Remove Existing Sewer System for a lump sum price of: _____ Dollars (\$ _____)	\$ _____
9	1 LS	Trench Shoring and Bracing lump sum price of: _____ Dollars (\$ _____)	\$ _____
TOTAL BID AMOUNT ==>			
Total bid amount in words: _____ _____			\$ _____

In case of discrepancy between words and figures, the words shall prevail.

Bidder acknowledges that many of the quantities associated with the forgoing bid items are directly related to the Contractor's chosen work methods. Bidder confirms that he or she has made the necessary conversions in calculating the above unit prices to the units specified for measurement and payment.

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 ten (10) 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.

Signature of bidder or bidders, with business address, phone number and fax number:

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.

**North State Street Sewer Main Improvement Project
Specification No. 14-04**

(Signature of Bidder)

Business 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 _____, 20____

Signature of Bidder, with Business 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 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 (1%) of the total bid and (b) the portion of the work to be done by each subcontractor.

This image shows a blank 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.

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 September 9, 2015 for North State Street Sewer Main Improvement Project, Specification No. 14-04.

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 **North State Street Sewer Main Improvement Project, Specification No. 14-04** 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

**NORTH STATE STREET
SEWER MAIN IMPROVEMENT PROJECT**

Specification No. 14-04

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,

WITNESSETH:

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 (10%) 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 WITNESSETH:

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, 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 Engineer. The Contractor shall complete the work within thirty (30) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contract days shall be counted starting with the 10th day following notice of award of contract 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 and 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

_____ for 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)

WITNESS:

(City/State/Zip Code)

_____(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, _____

PRINCIPAL, and

AS

_____, **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:

(Corporate Principal) (SEAL)

(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

**NORTH STATE STREET SEWER MAIN REPLACEMENT
75% ENGINEERS ESTIMATE
October 1, 2014**

Attachment 3

Item No.	Bid Item	Quantity	Units	Unit Cost	Total Cost
1	Traffic Control	1	LS		15,000.00
2	Mobilization	1	LS		10,000.00
3	10" Sewer Main	1,894	LF	100.00	189,400.00
4	48" Sewer Manhole	8	EA	5,500.00	44,000.00
5	48" Cut-In Sewer Manhole	1	EA	7,500.00	7,500.00
6	48" Shallow Sewer Manhole	1	EA	4,000.00	4,000.00
7	4" Sewer Lateral	11	EA	4,000.00	44,000.00
8	Abandon and Remove Existing Sewer System	1	LS		15,000.00
9	Trench Bracing & Shoring	1	LS		5,000.00
				Totals	333,900.00



ITEM NO.: 13d

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION OF DRAFT DEVELOPMENT FEE DEFERRAL PROGRAM AND DIRECTION REGARDING IMPLEMENTATION

Summary:

In order to help stimulate and facilitate economic development, the City of Ukiah is considering creating a development fee deferral program for new construction projects. Rather than requiring developers to pay all fees at the time a building permit is issued, they would be able to request approval to defer the payment of select fees. It would not be a waiver of fees; rather, it would be intended to help "bridge" the financing for projects that help meet the City's economic goals.

Background:

At the June 17, 2015, meeting, the Council appointed an ad hoc committee for the purposes of drafting a development fee deferral program. That committee, comprised of Councilmembers Mulheren and Doble, has met with City staff on two occasions to consider the various elements of the program.

A development fee deferral program can be a powerful incentive for development and job creation. To some extent, new business development has been inhibited by the reluctance of the lending industry to loan money on unproven profits, which makes it difficult to pay for the infrastructure improvements that are required to accommodate new development. Therefore, the conditions and terms in the proposed program are structured to provide as much benefit as possible without causing or incurring detrimental effects.

Discussion:

The draft program presented as Attachment #1 provides for the deferral of water and sewer connections and park impact fees (subdivisions only) until the Certificate of Occupancy, and would apply to residential, commercial and industrial projects.

Continued on Page 2

RECOMMENDED ACTION(S): Direct Staff to finalize and implement the Development Fee Deferral Program as presented.

ALTERNATIVES:

1. Discuss draft Development Fee Deferral Program and provide alternate direction to Staff.
2. Discuss and determine that no action should be taken at this time.

Citizens advised: n/a
Requested by: City Council
Prepared by: Shannon Riley, Program and Grant Administrator and Kevin Thompson, Principal Planner
Coordinated with: Sage Sangiacomo, City Manager, David Rapport, City Attorney, Councilmember Mulheren and Councilmember Doble
Presenters: Shannon Riley, Program and Grant Administrator
Attachments: 1. Draft Development Fee Deferral Program

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

The ad hoc committee discussed the possible merits of utilizing the program to target specific area of town (i.e. downtown), types of projects (i.e. hotels, brewpubs, etc) or job creation. However, the consensus was that *all* projects, areas, and hiring should be supported.

Much discussion occurred related to the length of fee deferrals. Although there is an interest in supporting long-term deferrals, there are complications that ultimately compromise the City's ability to do so or would defeat the intention. For example, there would be a significant amount of risk involved with carrying fee deferral loans; the City of Ukiah is not currently equipped to provide underwriting or financing services. Also, if interest were *not* charged on long-term deferrals, prevailing wage would be triggered on the project, thereby increasing project costs by 20-30%.

As an alternative to providing long-term deferrals "in-house," the ad hoc committee is recommending participation in the Statewide Community Infrastructure Program (SCIP), which is sponsored by the California Statewide Community Development Authority (CSCDA) and supported by the League of California Cities. (See [http://cscda.org/Infrastructure-Finance-Programs/Statewide-Community-Infrastructure-Program-\(SCIP\).aspx](http://cscda.org/Infrastructure-Finance-Programs/Statewide-Community-Infrastructure-Program-(SCIP).aspx) for more info.) The SCIP program is a pooled tax exempt bond financing program which can finance impact /connection fees and public improvements for private developments. There is no cost for the City to participate; SCIP offers 30-year tax-exempt financing at an interest rate of approximately 5%. SCIP shoulders the risk and administers the program. CSCDA provides a draft resolution that would need to be adopted by Council, which would authorize CSCDA to act as the issuer and administrator for the program.

The provision of shorter-term deferrals—up to the Certificate of Occupancy—can be offered with relative ease and minimal risk to the City. The code currently allows for up to 60 days deferred for residential projects (as in the PEP senior housing project, for example). Minor modifications to the code would be required to allow other types of development to be eligible.

The proposed draft program requires that the project must be within the city limits of Ukiah, the applicant must be the property owner, and that all outstanding City invoices, fees and taxes must have been paid in full. Also, there would be no processing fee and each agreement would be authorized by the City Manager.

Staff and the ad hoc committee created for this purpose are recommending that Council authorize Staff to finalize and implement the Development Fee Deferral Program as presented. If the recommended action is approved, the attached draft program will be "polished" and developed into a user-friendly brochure. At a subsequent meeting, the Council will review the proposed modifications to the code and the resolution(s) associated with the SCIP program.

FISCAL IMPACT:			
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
n/a	n/a	n/a	Yes ☐ No ☒

Development Impact Fee Deferral Program

In order to help stimulate economic development and to be responsive to the needs of our customers, the City of Ukiah is offering a fee deferral program for residential, commercial and industrial projects. Rather than requiring developers to pay all development impact and connection fees at the time a building permit is issued, developers may request approval to defer the payment of select impact fees.

Program Highlights

- Available to all new construction, including residential, retail, office and industrial
- Fees may be deferred, without any processing fee, up until the issuance of the Certificate of Occupancy (includes Temporary Certificates of Occupancy). For longer term financing, the City of Ukiah participates in the Statewide Community Infrastructure Program, which offers financing up to 30 years.
- Deferred fees shall be paid at the rates applicable at the time of building permit issuance.
- Deferrals apply to City-controlled fees only.

Eligible Development Impact Fees

Fees within the City's control may be deferred. The following is a list of fees eligible for deferral:

- Sewer Connection Fees
- Water Connection Fees
- Park Impact Fee (Subdivisions only)

The City will determine, at its discretion, and subject to approval by the City Manager, the amount of the fees that can be deferred.

Project Qualifications

To participate in the deferral program, all outstanding City invoices, fees and taxes must have been paid in full.

The applicant must be the property owner.

The project must be within the city limits of the City of Ukiah.

Processing Fee

For deferments up to the issuance of the Certificate of Occupancy, there are no processing fees. For the financing of longer-term deferrals utilizing the SCIP program (recommended for projects with fees over \$250,000), there is a \$1,500 fee, payable to the Statewide Community Infrastructure Program.

Issuance of Building Permit

Prior to the anticipated date of building permit issuance, applicants should submit a fee deferral application to the Planning and Community Development Department. The Planning Department will review and make a determination regarding the application. Building permits will be issued following approval of the application.

Payment of Fees

1. Deferred for 60 days after building permit issuance upon, applicant request (residential project only)
2. Deferred until certificate of occupancy requires a signed agreement between the applicant and City of Ukiah
3. Longer deferrals, requirements defined by SCIP.

How Do I Apply?

Applications may be obtained by contacting the Planning and Building Department at (707) 463-6207 kthompson@cityofukiah.com, or at 300 Seminary Avenue, Ukiah.

Completed applications should be submitted to the Planning and Community Development Department, 300 Seminary Avenue, Ukiah.

Upon approval, the City will contact each applicant to inform them they may pull permits at the Planning and Community Development Department.



ITEM NO.: 13e

MEETING DATE: August 5, 2015

AGENDA SUMMARY REPORT**SUBJECT: DISCUSSION AND CONSIDERATION OF A REQUEST TO SUPPORT SENATE BILL SB-350, CLEAN ENERGY AND POLLUTION REDUCTION ACT OF 2015. (EUD)****Summary:**

Discussion and consideration of a request to support Senate Bill SB-350, Clean Energy and Pollution Reduction Act of 2015 (Attachment #1).

Background:

Senate Bill No. 350 (Attachment #2) was introduced by California Senators DeLeon and Leno and coauthored by Senators Hancock and Monning. The Bill reflects a new set of objectives in clean energy, clean air and pollution reduction for 2030 and beyond called for by the Governor. The objectives include:

- 1) To increase from 33% to 50%, the procurement of our electricity from renewable sources.
- 2) To reduce today's petroleum use in cars and trucks by up to 50%.
- 3) To double the efficiency of existing buildings.

On July 21, 2015, the City Council received the attached request for support of SB 350 from Senator Kevin De Leon. At Mayor Crane's request, the item has been placed on the agenda for Council consideration.

Discussion:

Mayor Crane and Mel Grandi, Electric Utility Director, will facilitate an open discussion of AB-350 and possible amendments proposed by the Electric Utility to address community and City goals.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☐	N/A

RECOMMENDED ACTION(S): Discussion and consideration a request to support of Senate Bill SB-350, Clean Energy and Pollution Reduction Act of 2015. (EUD)

ALTERNATIVES: Direction from Council

Citizens advised:

Requested by: Doug Crane, Mayor
Prepared by: Mel Grandi, Electric Utility Director
Coordinated with: Sage Sangiacomo, City Manager
Presenters: Mayor Crane and Mel Grandi, Electric Utility Director
Attachments: 1. Request for Support of SB 350 from Senator De Leon
2. SB-350 Clean Energy and Pollution Reduction Act of 2015.

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted..

Approved: 
Sage Sangiacomo, City Manager

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ROOM 205
SACRAMENTO, CA 95814
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FAX (916) 651-4924

DISTRICT OFFICE
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LOS ANGELES, CA 90026
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SENATOR KEVIN DE LEÓN
PRESIDENT PRO TEMPORE

STANDING COMMITTEE
SENATE RULES
CHAIR



July 17, 2015

Ukiah City Council
1320 Airport Rd
Ukiah, CA, 95482

RE: Request for Support of SB 350

Colleagues:

California has embarked on a generational challenge: to address and prepare for the existential threat of climate change. An effective response to this global crisis must be grounded in local and regional action, and broadly supported by the citizenry and civic leaders. I am writing to ask for your support to ensure important legislation is signed into law this year.

In June, the California State Senate approved SB 350, The Clean Energy and Pollution Reduction Act of 2015, which will implement Governor Brown's goals of 50 percent reduction in petroleum use in our cars and trucks; 50 percent of our electricity generation from renewable sources; and a doubling of our building energy efficiency, all by 2030. These are the Golden State Standards, which will spur innovation, and power a sustainable future for California. The bill is currently being considered in the State Assembly, and we need your help to ensure it reaches the Governor's desk.

Californians overwhelmingly support action to address climate change, including existing efforts under the Global Warming Solutions Act of 2006, or AB 32. According to the Public Policy Institute of California, 61 percent of Californians believe the state should take immediate action to reduce greenhouse gas emissions. Another 76 percent of adults, including 70 percent of likely voters, support requiring cleaner transportation fuels, and 85 percent want our automakers to significantly improve the fuel efficiency of their vehicles. SB 350 will accomplish all of these goals and much more, and it will further cement California's role as a global leader in fighting climate change.

A majority of Californians also believe that switching from fossil fuels to clean energy sources will increase economic growth and job creation. Over the last decade, California has

demonstrated this to be true. We have both the nation's most stringent climate laws and its strongest economy by far. By strengthening incentives for renewable energy, we are also reducing energy costs, and creating high-quality jobs.

We need to act now, and not only for the sake of future generations. According to the American Lung Association, our state is home to the five most polluted cities in the nation for ozone and particulate matter. SB 350 will reduce emissions of toxic pollutants that make asthma the leading cause of absenteeism in our schools, contribute to thousands of early deaths annually, and send so many Californians to the emergency room each and every day. This is a winning proposition, both for the health of California's families, and for the health of our economy.

Cities, counties, and local governments have a critical role to play in this effort. Many are already leading the way. The City of Lancaster, California, for example, has implemented numerous forward-thinking policies designed to increase resilience and sustainability. Under the leadership of Republican Mayor Rex Parris, the city has pioneered the wide scale adoption of energy efficiency and renewable energy in its commercial and residential buildings, transportation, and energy infrastructure. Mayor Parris and the City of Lancaster demonstrate both the bipartisan nature of climate leadership, and the importance of local government action. Many more cities and counties have taken bold measures to improve resiliency and prepare for the impacts of a changing climate.

California is often at the vanguard of social justice and economic innovation, and the challenge of climate change requires that we continue to press forward relentlessly. The goals set forth in SB 350 are ambitious, and they will test our ingenuity and resolve, but we can, and must, accomplish them. These goals will further empower local government leaders to take action to protect their communities and build sustainable local economies.

I hope that you will join me in pushing this bill forward as it advances through the State Assembly. Would you consider officially endorsing this legislation, writing letters of support to your representatives in the State Assembly, or visiting your district or Capitol legislative offices to express your support? I encourage you to contact my office should you have any questions whatsoever.

Sincerely,



KEVIN DE LEÓN

Senate President pro Tempore

24th Senate District



California LEGISLATIVE INFORMATION

SB-350 Clean Energy and Pollution Reduction Act of 2015. (2015-2016)

AMENDED IN ASSEMBLY JULY 16, 2015

AMENDED IN ASSEMBLY JULY 08, 2015

CALIFORNIA LEGISLATURE— 2015–2016 REGULAR SESSION

SENATE BILL

No. 350

**Introduced by Senators De León and Leno
(Coauthors: Senators Hancock and Monning)**

February 24, 2015

An act to amend Section 43013 of, and to add Section 44258.5 to, the Health and Safety Code, to amend Sections 25000.5 and 25943 of the Public Resources Code, and to amend Sections 399.11, 399.12, 399.13, 399.15, 399.16, 399.18, 399.21, 399.30, 701.1, and 740.8 of, to add Sections 237.5, 454.51, and 740.12 to, and to add Article 17 (commencing with Section 400) to Chapter 2.3 of Part 1 of Division 1 of, the Public Utilities Code, relating to energy.

LEGISLATIVE COUNSEL'S DIGEST

SB 350, as amended, De León. Clean Energy and Pollution Reduction Act of 2015.

(1) Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, as defined, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Under existing law, a violation of the Public Utilities Act is a crime.

Existing law establishes the California Renewables Portfolio Standard (RPS) Program, which is codified in the Public Utilities ~~Act and expresses the intent of the Legislature that~~ *Act, with the target to increase* the amount of electricity generated per year from eligible renewable energy resources ~~be increased~~ to an amount that equals at least 33% of the total electricity sold to retail customers in California per year by December 31, 2020. Existing law requires the PUC, by January 1, 2012, to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified compliance periods, sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 25% of retail sales by December 31, 2016, and 33% of retail sales by December 31, 2020, and that retail sellers procure not less than 33% of retail sales in all subsequent years. *For these purposes, a retail seller is defined to include electrical corporations, electric service providers, and community choice aggregators. The RPS Program requires an electrical corporation to submit to the PUC, for its approval, a renewable energy procurement plan.* Existing law includes as an eligible renewable energy resource a specified facility engaged in the combustion of municipal solid waste.

Existing law makes the requirements of the RPS Program applicable to *a* local publicly owned electric ~~utilities,~~ *utility, as defined,* except that the utility's governing board is responsible for implementation of those

requirements, instead of the PUC, and certain enforcement authority with respect to local publicly owned electric utilities is given to the State Energy Resources Conservation and Development Commission (Energy Commission) and State Air Resources Board, instead of the PUC.

This bill would ~~additionally express the intent of the Legislature for the purposes of the RPS Program~~ *require* that the amount of electricity generated per year from eligible renewable energy resources be increased to an amount equal to at least 50% by December 31, 2030, and would require the PUC, by January 1, 2017, to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified compliance periods sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 50% of retail sales by December 31, 2030. The bill would require the governing boards of local publicly owned electric utilities to ensure that specified quantities of electricity products from eligible renewable energy resources ~~to~~ be procured for specified compliance periods to ensure that the procurement of electricity products from eligible renewable energy resources achieve 50% of retail sales by December 31, 2030. The bill would exclude all facilities engaged in the combustion of municipal solid waste from being eligible renewable energy resources. The bill would require community choice aggregators and electric service providers to prepare and submit renewable energy procurement plans. The bill would revise other aspects of the RPS Program, including, among other things, the enforcement provisions and would require penalties collected from retail sellers for noncompliance to be deposited in the Electric Program Investment Charge Fund. The bill would require the PUC to direct electrical corporations to include in their proposed procurement plans a strategy for procuring a diverse portfolio of resources that provide a reliable electricity supply. The bill would require the PUC and the Energy Commission to take certain actions in furtherance of meeting the state's clean energy and pollution reduction objectives.

This bill would authorize the PUC to authorize a procurement entity, and would authorize a local publicly owned utility, to procure an unspecified percentage of retail sales of onsite generation meeting certain requirements within the area served by the procurement entity to serve local electricity needs.

Existing law requires the PUC, in cooperation with specified entities, to evaluate and implement policies to promote development of equipment and infrastructure needed to facilitate the use of electricity and natural gas to fuel low-emission vehicles. Existing law requires those policies to prohibit utilities from passing the costs and expenses related to programs for the development of that equipment or infrastructure through to ratepayers unless the PUC finds and determines that those programs are in the interest of ratepayers. Existing law defines "interests" of the ratepayers for this purpose.

This bill would revise the definition of "interests" of the ratepayers. The bill would require the PUC, in consultation with specified entities, to direct electric corporations to propose multiyear programs and investments to accelerate widespread transportation electrification as a means to achieve certain goals. The bill would require the commission to review data concerning current and future electric transportation adoption rates and charging infrastructure utilization rates no less than every 3 years.

Because the above provisions are codified in the Public Utilities Act, a violation of these provisions would impose a state-mandated local program by expanding the definition of a crime or establishing a new crime.

By placing additional requirements upon local publicly owned electric utilities, this bill would impose a state-mandated local program.

(2) Existing law requires the State Air Resources Board to adopt and implement various standards related to emissions from motor vehicles.

This bill would require those standards to be in furtherance of achieving a reduction in petroleum use in motor vehicles by 50% by January 1, 2030. The bill would require the state board, by January 1, 2017, to prepare a strategy and implementation plan to achieve this reduction.

Existing law requires the State Air Resources Board to adopt greenhouse gas emission limits and emissions reduction measures, by regulations, to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit. Existing law requires the state board, in adoption regulations, to, among other things, design the regulations to include distribution of emissions allowance, where appropriate, to minimize the costs and maximize total benefits to California.

The Charge Ahead California Initiative states goals of, among other things, placing in service at least 1,000,000 zero-emission and near-zero-emission vehicles by January 1, 2023, and increasing access for disadvantaged, low-income, and moderate-income communities and consumers to zero-emission and near-zero-emission vehicles.

This bill would require the state board to identify and adopt appropriate policies to remove regulatory disincentives facing retail sellers *and local publicly owned electric utilities* from facilitating the achievement of greenhouse gas emissions reduction in other sectors through increased investments in transportation and building electrification that includes allocation of greenhouse gas emissions allowances to retail sellers *and local publicly owned electric utilities* to account for increased greenhouse gas emissions in the electric sector from transportation electrification.

(3) Existing law states the policy of the state to exploit all practicable and cost-effective conservation and improvements in the efficiency of energy use and distribution, and to achieve energy security, diversity of supply sources, and competitiveness of transportation energy markets based on the least environmental and economic costs.

This bill would additionally state the policy of the state to exploit those conservation and improvements in furtherance of reducing petroleum use in the transportation sector by 50% by January 1, 2030. The bill would state the policy of the state to encourage transportation electrification ~~—natural gas vehicles as a short term measure, fuel cell vehicles, and transportation innovations as means to achieve certain~~ *to achieve ambient air quality standards and the state's climate* goals.

(4) Existing law requires the Energy Commission to establish a regulatory proceeding to develop and implement a comprehensive program to achieve greater energy savings in California's existing residential and nonresidential building stock and to periodically update criteria for the program.

This bill would require the Energy Commission, by January 1, 2017, and at least once every 3 years thereafter, to adopt an update to the program in furtherance of achieving a doubling of energy efficiency in buildings by January 1, 2030. The bill would require the Energy Commission to adopt, implement, and enforce certain policy regarding ratepayer-funded energy efficiency programs.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known and may be cited as the Clean Energy and Pollution Reduction Act of 2015.

SEC. 2. (a) The Legislature finds and declares that the Governor has called for a new set of objectives in clean energy, clean air, and pollution reduction for 2030 and beyond. Those objectives consist of the following:

- (1) To increase from 33 percent to 50 percent, the procurement of our electricity from renewable sources.
- (2) To reduce today's petroleum use in cars and trucks by up to 50 percent.
- (3) To double the efficiency of existing buildings.

(b) It is the intent of the Legislature in enacting this act to codify the targets described under subdivision (a) to ensure they are permanent, enforceable, and quantifiable.

SEC. 3. Section 43013 of the Health and Safety Code is amended to read:

43013. (a) The state board shall adopt and implement motor vehicle emission standards, in-use performance standards, and motor vehicle fuel specifications for the control of air contaminants and sources of air pollution which the state board has found to be necessary, cost effective, and technologically feasible, to carry out the purposes of this division and in furtherance of achieving a reduction in petroleum use in motor vehicles by 50 percent by January 1, 2030, unless preempted by federal law.

(b) The state board shall, consistent with subdivision (a), adopt standards and regulations for light-duty and heavy-duty motor vehicles, medium-duty motor vehicles, as determined and specified by the state board, portable fuel containers and spouts, and off-road or nonvehicle engine categories, including, but not limited to, off-highway motorcycles, off-highway vehicles, construction equipment, farm equipment, utility engines, locomotives, and, to the extent permitted by federal law, marine vessels.

(c) Prior to adopting standards and regulations for farm equipment, the state board shall hold a public hearing and find and determine that the standards and regulations are necessary, cost effective, and technologically feasible. The state board shall also consider the technological effects of emission control standards on the cost, fuel consumption, and performance characteristics of mobile farm equipment.

(d) Notwithstanding subdivision (b), the state board shall not adopt any standard or regulation affecting locomotives until the final study required under Section 5 of Chapter 1326 of the Statutes of 1987 has been completed and submitted to the Governor and Legislature.

(e) Prior to adopting or amending any standard or regulation relating to motor vehicle fuel specifications pursuant to this section, the state board shall, after consultation with public or private entities that would be significantly impacted as described in paragraph (2) of subdivision (f), do both of the following:

(1) Determine the cost-effectiveness of the adoption or amendment of the standard or regulation. The cost-effectiveness shall be compared on an incremental basis with other mobile source control methods and options.

(2) Based on a preponderance of scientific and engineering data in the record, determine the technological feasibility of the adoption or amendment of the standard or regulation. That determination shall include, but is not limited to, the availability, effectiveness, reliability, and safety expected of the proposed technology in an application that is representative of the proposed use.

(f) Prior to adopting or amending any motor vehicle fuel specification pursuant to this section, the state board shall do both of the following:

(1) To the extent feasible, quantitatively document the significant impacts of the proposed standard or specification on affected segments of the state's economy. The economic analysis shall include, but is not limited to, the significant impacts of any change on motor vehicle fuel efficiency, the existing motor vehicle fuel distribution system, the competitive position of the affected segment relative to border states, and the cost to consumers.

(2) Consult with public or private entities that would be significantly impacted to identify those investigative or preventive actions that may be necessary to ensure consumer acceptance, product availability, acceptable performance, and equipment reliability. The significantly impacted parties shall include, but are not limited to, fuel manufacturers, fuel distributors, independent marketers, vehicle manufacturers, and fuel users.

(g) (1) No later than January 1, 2017, the state board, after one or more public workshops, shall prepare a strategy and implementation plan to achieve a reduction in petroleum use in motor vehicles by 50 percent by January 1, 2030, and provide a copy of the strategy and plan to the appropriate policy committees of the Legislature.

(2) Beginning January 1, 2020, and every three years thereafter, the state board shall provide an update to the strategy and plan that reflects any changes made to the strategy and plan.

(h) To the extent that there is any conflict between the information required to be prepared by the state board pursuant to subdivision (f) and information required to be prepared by the state board pursuant to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, the requirements established under subdivision (f) shall prevail.

(i) It is the intent of the Legislature that the state board act as expeditiously as is feasible to reduce nitrogen oxide emissions from diesel vehicles, marine vessels, and other categories of vehicular and mobile sources which significantly contribute to air pollution problems.

SEC. 4. Section 44258.5 is added to the Health and Safety Code, to read:

44258.5. (a) For the purposes of this section, the following terms mean the following:

(1) *"Local publicly owned electric utility" has the same meaning as defined in Section 224.3 of the Public Utilities Code.*

~~(1)~~

(2) "Retail seller" has the same meaning as set forth in Section 399.12 of the Public Utilities Code.

~~(2)~~

(3) "Transportation electrification" has the same meaning as set forth in Section 237.5 of the Public Utilities Code.

(b) The state board shall identify and adopt appropriate policies to remove regulatory disincentives facing retail sellers *and local publicly owned electric utilities* from facilitating the achievement of greenhouse gas emission reductions in other sectors through increased investments in transportation electrification. Those policies shall include, but are not limited to, an allocation of greenhouse gas emissions allowances to retail sellers *and local publicly owned electric utilities* to account for increased greenhouse gas emissions in the electric sector from transportation electrification.

SEC. 5. Section 25000.5 of the Public Resources Code is amended to read:

25000.5. (a) The Legislature finds and declares that overdependence on the production, marketing, and consumption of petroleum based fuels as an energy resource in the transportation sector is a threat to the energy security of the state due to continuing market and supply uncertainties. In addition, petroleum use as an energy resource contributes substantially to the following public health and environmental problems: air pollution, acid rain, global warming, and the degradation of California's marine environment and fisheries.

(b) Therefore, it is the policy of this state to fully evaluate the economic and environmental costs of petroleum use, and the economic and environmental costs of other transportation fuels and options, including the costs and values of environmental impacts, and to establish a state transportation energy policy that results in the least environmental and economic cost to the state. In pursuing the "least environmental and economic cost" strategy, it is the policy of the state to exploit all practicable and cost-effective conservation and improvements in the efficiency of energy use and distribution, and to achieve energy security, diversity of supply sources, and competitiveness of transportation energy markets based on the least environmental and economic cost, and in furtherance of reducing petroleum use in the transportation sector by 50 percent by January 1, 2030.

(c) It is also the policy of this state to minimize the economic and environmental costs due to the use of petroleum-based and other transportation fuels by state agencies. In implementing a least-cost economic and environmental strategy for state fleets, it is the policy of the state to implement practicable and cost-effective measures, including, but not necessarily limited to, the purchase of the cleanest and most efficient automobiles and replacement tires, the use of alternative fuels in its fleets, and other conservation measures.

(d) For the purposes of this section, "petroleum based fuels" means fuels derived from liquid unrefined crude oil, including natural gas liquids, liquefied petroleum gas, or the energy fraction of methyl tertiary-butyl ether (MTBE) or other ethers that is not attributed to natural gas.

SEC. 6. Section 25943 of the Public Resources Code is amended to read:

25943. (a) (1) By March 1, 2010, the commission shall establish a regulatory proceeding to develop and implement a comprehensive program to achieve greater energy savings in California's existing residential and nonresidential building stock. This program shall comprise a complementary portfolio of techniques, applications, and practices that will achieve greater energy efficiency in existing residential and nonresidential structures that fall significantly below the current standards in Title 24 of the California Code of Regulations, as determined by the commission.

(2) The comprehensive program may include, but need not be limited to, a broad range of energy assessments, building benchmarking, energy rating, cost-effective energy efficiency improvements, public and private sector energy efficiency financing options, public outreach and education efforts, and green workforce training.

(3) The commission shall adopt, implement, and enforce a responsible contractor policy for use across all ratepayer-funded energy efficiency programs that involve installation or maintenance, or both installation and maintenance, by building contractors to ensure that retrofits meet high-quality performance standards and reduce energy savings lost or foregone due to poor-quality workmanship.

(b) To develop and implement the program specified in subdivision (a), the commission shall do both of the following:

(1) Coordinate with the Public Utilities Commission and consult with representatives from the Bureau of Real Estate, the Department of Housing and Community Development, investor-owned and publicly owned utilities, local governments, real estate licensees, commercial and homebuilders, commercial property owners, small businesses, mortgage lenders, financial institutions, home appraisers, inspectors, energy rating organizations,

consumer groups, environmental and environmental justice groups, and other entities the commission deems appropriate.

(2) Hold at least three public hearings in geographically diverse locations throughout the state.

(c) In developing the requirements for the program specified in subdivision (a), the commission shall consider all of the following:

(1) The amount of annual and peak energy savings, greenhouse gas emission reductions, and projected customer utility bill savings that will accrue from the program.

(2) The most cost-effective means and reasonable timeframes to achieve the goals of the program.

(3) The various climatic zones within the state.

(4) An appropriate method to inform and educate the public about the need for, benefits of, and environmental impacts of, the comprehensive energy efficiency program.

(5) The most effective way to report the energy assessment results and the corresponding energy efficiency improvements to the owner of the residential or nonresidential building, including, among other things, the following:

(A) Prioritizing the identified energy efficiency improvements.

(B) The payback period or cost-effectiveness of each improvement identified.

(C) The various incentives, loans, grants, and rebates offered to finance the improvements.

(D) Available financing options including all of the following:

(i) Mortgages or sales agreement components.

(ii) On-bill financing.

(iii) Contractual property tax assessments.

(iv) Home warranties.

(6) Existing statutory and regulatory requirements to achieve energy efficiency savings and greenhouse gas emission reductions.

(7) A broad range of implementation approaches, including both utility and nonutility administration of energy efficiency programs.

(8) Any other considerations deemed appropriate by the commission.

(d) The program developed pursuant to this section shall do all of the following:

(1) Minimize the overall costs of establishing and implementing the comprehensive energy efficiency program requirements.

(2) Ensure, for residential buildings, that the energy efficiency assessments, ratings, or improvements do not unreasonably or unnecessarily affect the home purchasing process or the ability of individuals to rent housing. A transfer of property subject to the program implemented pursuant to this section shall not be invalidated solely because of the failure of a person to comply with a provision of the program.

(3) Ensure, for nonresidential buildings, that the energy improvements do not have an undue economic impact on California businesses.

(4) Determine, for residential buildings, the appropriateness of the Home Energy Rating System (HERS) program to support the goals of this section and whether there are a sufficient number of HERS-certified raters available to meet the program requirements.

(5) Determine, for nonresidential structures, the availability of an appropriate cost-effective energy efficiency assessment system and whether there are a sufficient number of certified raters or auditors available to meet the program requirements.

(6) Coordinate with the California Workforce Investment Board, the Employment Training Panel, the California Community Colleges, and other entities to ensure a qualified, well-trained workforce is available to implement the program requirements.

(7) Coordinate with, and avoid duplication of, existing proceedings of the Public Utilities Commission and programs administered by utilities.

(e) A home energy rating or energy assessment service does not meet the requirements of this section unless the service has been certified by the commission to be in compliance with the program criteria developed pursuant to this section and is in conformity with other applicable elements of the program.

(f) (1) The commission shall periodically update the criteria and adopt any revision that, in its judgment, is necessary to improve or refine program requirements after receiving public input.

(2) On or before January 1, 2017, and at least once every three years thereafter, the commission shall adopt an update to the program in furtherance of achieving an overall doubling of the energy efficiency of buildings by January 1, 2030.

(g) Before implementing an element of the program developed pursuant to subdivision (a) that requires the expansion of statutory authority of the commission or the Public Utilities Commission, the commission and the Public Utilities Commission shall obtain legislative approval for the expansion of their authorities.

(h) The commission shall report on the status of the program in the integrated energy policy report pursuant to Section 25302.

(i) The commission shall fund activities undertaken pursuant to this section from the Federal Trust Fund consistent with the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5) or other sources of nonstate funds available to the commission for the purposes of this section.

(j) For purposes of this section, the following terms mean the following:

(1) "Energy assessment" means a determination of an energy user's energy consumption level, relative efficiency compared to other users, and opportunities to achieve greater efficiency or improve energy resource utilization.

(2) "Energy efficiency" means delivering equal or more services with less energy input from an energy source.

SEC. 7. Section 237.5 is added to the Public Utilities Code, to read:

237.5. "Transportation electrification" means the use of electricity from the ~~electric~~ *electrical* grid to power all or part of vehicles, vessels, trains, boats, or other equipment that are mobile sources of air pollution and greenhouse gases.

SEC. 8. Section 399.11 of the Public Utilities Code is amended to read:

399.11. The Legislature finds and declares all of the following:

(a) In order to attain a target of generating 20 percent of total retail sales of electricity in California from eligible renewable energy resources by December 31, 2013, 33 percent by December 31, 2020, and 50 percent by December 31, 2030, it is the intent of the Legislature that the commission and the Energy Commission implement the California Renewables Portfolio Standard Program described in this article.

(b) Achieving the renewables portfolio standard through the procurement of various electricity products from eligible renewable energy resources is intended to provide unique benefits to California, including all of the following, each of which independently justifies the program:

(1) Displacing fossil fuel consumption within the state.

(2) Adding new electrical generating facilities in the transmission network within the Western Electricity Coordinating Council service area.

(3) Reducing air pollution in the state.

(4) Meeting the state's climate change goals by reducing emissions of greenhouse gases associated with electrical generation.

(5) Promoting stable retail rates for electric service.

(6) Meeting the state's need for a diversified and balanced energy generation portfolio.

(7) Assistance with meeting the state's resource adequacy requirements.

(8) Contributing to the safe and reliable operation of the electrical grid, including providing predictable electrical supply, voltage support, lower line losses, and congestion relief.

(9) Implementing the state's transmission and land use planning activities related to development of eligible renewable energy resources.

(c) The California Renewables Portfolio Standard Program is intended to complement the Renewable Energy Resources Program administered by the Energy Commission and established pursuant to Chapter 8.6 (commencing with Section 25740) of Division 15 of the Public Resources Code.

(d) New and modified electric transmission facilities may be necessary to facilitate the state achieving its renewables portfolio standard targets.

(e) (1) Supplying electricity to California end-use customers that is generated by eligible renewable energy resources is necessary to improve California's air quality and public health, and the commission shall ensure rates are just and reasonable, and are not significantly affected by the procurement requirements of this article. This electricity may be generated anywhere in the interconnected grid that includes many states, and areas of both Canada and Mexico.

(2) This article requires generating resources located outside of California that are able to supply that electricity to California end-use customers to be treated identically to generating resources located within the state, without discrimination.

(3) California electrical corporations have already executed, and the commission has approved, power purchase agreements with eligible renewable energy resources located outside of California that will supply electricity to California end-use customers. These resources will fully count toward meeting the renewables portfolio standard procurement requirements.

SEC. 9. Section 399.12 of the Public Utilities Code is amended to read:

399.12. For purposes of this article, the following terms have the following meanings:

(a) "Conduit hydroelectric facility" means a facility for the generation of electricity that uses only the hydroelectric potential of an existing pipe, ditch, flume, siphon, tunnel, canal, or other manmade conduit that is operated to distribute water for a beneficial use.

(b) "Balancing authority" means the responsible entity that integrates resource plans ahead of time, maintains load-interchange generation balance within a balancing authority area, and supports interconnection frequency in real time.

(c) "Balancing authority area" means the collection of generation, transmission, and loads within the metered boundaries of the area within which the balancing authority maintains the electrical load-resource balance.

(d) "California balancing authority" is a balancing authority with control over a balancing authority area primarily located in this state and operating for retail sellers and local publicly owned electric utilities subject to the requirements of this article and includes the Independent System Operator (ISO) and a local publicly owned electric utility operating a transmission grid that is not under the operational control of the ISO. A California balancing authority is responsible for the operation of the transmission grid within its metered boundaries which may not be limited by the political boundaries of the State of California.

(e) "Eligible renewable energy resource" means an electrical generating facility that meets the definition of a "renewable electrical generation facility" in Section 25741 of the Public Resources Code, subject to the following:

(1) (A) An existing small hydroelectric generation facility of 30 megawatts or less shall be eligible only if a retail seller or local publicly owned electric utility procured the electricity from the facility as of December 31, 2005. A new hydroelectric facility that commences generation of electricity after December 31, 2005, is not an eligible renewable energy resource if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow.

(B) Notwithstanding subparagraph (A), a conduit hydroelectric facility of 30 megawatts or less that commenced operation before January 1, 2006, is an eligible renewable energy resource. A conduit hydroelectric facility of 30 megawatts or less that commences operation after December 31, 2005, is an eligible renewable energy resource so long as it does not cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow.

(C) A facility approved by the governing board of a local publicly owned electric utility prior to June 1, 2010, for procurement to satisfy renewable energy procurement obligations adopted pursuant to former Section 387, shall be certified as an eligible renewable energy resource by the Energy Commission pursuant to this article, if the facility is a "renewable electrical generation facility" as defined in Section 25741 of the Public Resources Code.

(D) (i) A small hydroelectric generation unit with a nameplate capacity not exceeding 40 megawatts that is operated as part of a water supply or conveyance system is an eligible renewable energy resource only for the retail seller or local publicly owned electric utility that procured the electricity from the unit as of December 31, 2005. No unit shall be eligible pursuant to this subparagraph if an application for certification is submitted to the Energy Commission after January 1, 2013. Only one retail seller or local publicly owned electric utility shall be deemed to have procured electricity from a given unit as of December 31, 2005.

(ii) Notwithstanding clause (i), a local publicly owned electric utility that meets the criteria of subdivision (j) of Section 399.30 may sell to another local publicly owned electric utility electricity from small hydroelectric generation units that qualify as eligible renewable energy resources under clause (i), and that electricity may be used by the local publicly owned electric utility that purchased the electricity to meet its renewables portfolio standard procurement requirements. The total of all those sales from the utility shall be no greater than 100,000 megawatthours of electricity.

(iii) The amendments made to this subdivision by the act adding this subparagraph are intended to clarify existing law and apply from December 10, 2011.

(2) (A) A facility engaged in the combustion of municipal solid waste shall not be considered an eligible renewable energy resource.

(B) Subparagraph (A) does not apply to contracts entered into before January 1, 2016, for the procurement of renewable energy resources from a facility located in Stanislaus County that was operational prior to September 26, 1996.

(f) "Procure" means to acquire through ownership or contract.

(g) "Procurement entity" means any person or corporation authorized by the commission to enter into contracts to procure eligible renewable energy resources on behalf of customers of a retail seller pursuant to subdivision (f) of Section 399.13.

(h) (1) "Renewable energy credit" means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, issued through the accounting system established by the Energy Commission pursuant to Section 399.25, that one unit of electricity was generated and delivered by an eligible renewable energy resource.

(2) "Renewable energy credit" includes all renewable and environmental attributes associated with the production of electricity from the eligible renewable energy resource, except for an emissions reduction credit issued pursuant to Section 40709 of the Health and Safety Code and any credits or payments associated with the reduction of solid waste and treatment benefits created by the utilization of biomass or biogas fuels.

(3) (A) Electricity generated by an eligible renewable energy resource attributable to the use of nonrenewable fuels, beyond a de minimis quantity used to generate electricity in the same process through which the facility converts renewable fuel to electricity, shall not result in the creation of a renewable energy credit. The Energy Commission shall set the de minimis quantity of nonrenewable fuels for each renewable energy technology at a level of no more than 2 percent of the total quantity of fuel used by the technology to generate electricity. The Energy Commission may adjust the de minimis quantity for an individual facility, up to a maximum of 5 percent, if it finds that all of the following conditions are met:

(i) The facility demonstrates that the higher quantity of nonrenewable fuel will lead to an increase in generation from the eligible renewable energy facility that is significantly greater than generation from the nonrenewable fuel alone.

(ii) The facility demonstrates that the higher quantity of nonrenewable fuels will reduce the variability of its electrical output in a manner that results in net environmental benefits to the state.

(iii) The higher quantity of nonrenewable fuel is limited to either natural gas or hydrogen derived by reformation of a fossil fuel.

(B) Electricity generated by a small hydroelectric generation facility shall not result in the creation of a renewable energy credit unless the facility meets the requirements of subparagraph (A) or (D) of paragraph (1) of subdivision (e).

(C) Electricity generated by a conduit hydroelectric generation facility shall not result in the creation of a renewable energy credit unless the facility meets the requirements of subparagraph (B) of paragraph (1) of subdivision (e).

(D) Electricity generated by a facility engaged in the combustion of municipal solid waste shall not result in the creation of a renewable energy credit. This subparagraph does not apply to renewable energy credits that were generated before January 1, 2016, by a facility engaged in the combustion of municipal solid waste located in Stanislaus County that was operational prior to September 26, 1996, and sold pursuant to contacts entered into before January 1, 2016.

(i) "Renewables portfolio standard" means the specified percentage of electricity generated by eligible renewable energy resources that a retail seller or a local publicly owned electric utility is required to procure pursuant to this article.

(j) "Retail seller" means an entity engaged in the retail sale of electricity to end-use customers located within the state, including any of the following:

(1) An electrical corporation, as defined in Section 218.

(2) A community choice aggregator. A community choice aggregator shall participate in the renewables portfolio standard program subject to the same terms and conditions applicable to an electrical corporation.

(3) An electric service provider, as defined in Section 218.3. The electric service provider shall be subject to the same terms and conditions applicable to an electrical corporation pursuant to this article. This paragraph does not impair a contract entered into between an electric service provider and a retail customer prior to the suspension of direct access by the commission pursuant to Section 80110 of the Water Code.

(4) "Retail seller" does not include any of the following:

(A) A corporation or person employing cogeneration technology or producing electricity consistent with subdivision (b) of Section 218.

(B) The Department of Water Resources acting in its capacity pursuant to Division 27 (commencing with Section 80000) of the Water Code.

(C) A local publicly owned electric utility.

(k) "WECC" means the Western Electricity Coordinating Council of the North American Electric Reliability Corporation, or a successor to the corporation.

SEC. 10. Section 399.13 of the Public Utilities Code is amended to read:

399.13. (a) (1) The commission shall direct each electrical corporation to annually prepare a renewable energy procurement plan that includes the matter in paragraph (5), to satisfy its obligations under the renewables portfolio standard. To the extent feasible, this procurement plan shall be proposed, reviewed, and adopted by the commission as part of, and pursuant to, a general procurement plan process. The commission shall require each electrical corporation to review and update its renewable energy procurement plan as it determines to be necessary. The commission shall require all other retail sellers to prepare and submit renewable energy procurement plans that address the requirements identified in paragraph (5).

(2) Every electrical corporation that owns electrical transmission facilities shall annually prepare, as part of the Federal Energy Regulatory Commission Order 890 process, and submit to the commission, a report identifying any electrical transmission facility, upgrade, or enhancement that is reasonably necessary to achieve the renewables portfolio standard procurement requirements of this article. Each report shall look forward at least five years and, to ensure that adequate investments are made in a timely manner, shall include a preliminary

schedule when an application for a certificate of public convenience and necessity will be made, pursuant to Chapter 5 (commencing with Section 1001), for any electrical transmission facility identified as being reasonably necessary to achieve the renewable energy resources procurement requirements of this article. Each electrical corporation that owns electrical transmission facilities shall ensure that project-specific interconnection studies are completed in a timely manner.

(3) The commission shall direct each retail seller to prepare and submit an annual compliance report that includes all of the following:

(A) The current status and progress made during the prior year toward procurement of eligible renewable energy resources as a percentage of retail sales, including, if applicable, the status of any necessary siting and permitting approvals from federal, state, and local agencies for those eligible renewable energy resources procured by the retail seller, and the current status of compliance with the portfolio content requirements of subdivision (c) of Section 399.16, including procurement of eligible renewable energy resources located outside the state and within the WECC and unbundled renewable energy credits.

(B) If the retail seller is an electrical corporation, the current status and progress made during the prior year toward construction of, and upgrades to, transmission and distribution facilities and other electrical system components it owns to interconnect eligible renewable energy resources and to supply the electricity generated by those resources to load, including the status of planning, siting, and permitting transmission facilities by federal, state, and local agencies.

(C) Recommendations to remove impediments to making progress toward achieving the renewable energy resources procurement requirements established pursuant to this article.

(4) The commission shall adopt, by rulemaking, all of the following:

(A) A process that provides criteria for the rank ordering and selection of least-cost and best-fit eligible renewable energy resources to comply with the California Renewables Portfolio Standard Program obligations on a total cost basis. This process shall take into account all of the following:

(i) Estimates of indirect costs associated with needed transmission investments.

(ii) The cost impact of procuring the eligible renewable energy resources on the electrical corporation's electricity portfolio.

(iii) The viability of the project to construct and reliably operate the eligible renewable energy resource, including the developer's experience, the feasibility of the technology used to generate electricity, and the risk that the facility will not be built, or that construction will be delayed, with the result that electricity will not be supplied as required by the contract.

(iv) Workforce recruitment, training, and retention efforts, including the employment growth associated with the construction and operation of eligible renewable energy resources and goals for recruitment and training of women, minorities, and disabled veterans.

(v) (I) Estimates of electrical corporation expenses resulting from integrating and operating eligible renewable energy resources, including, but not limited to, any additional wholesale energy and capacity costs associated with integrating each eligible renewable resource.

(II) No later than December 31, 2015, the commission shall approve a methodology for determining the integration costs described in subclause (I).

(B) Rules permitting retail sellers to accumulate, beginning January 1, 2011, excess procurement in one compliance period to be applied to any subsequent compliance period. The rules shall apply equally to all retail sellers. In determining the quantity of excess procurement for the applicable compliance period, the commission shall deduct from actual procurement quantities the total amount of procurement associated with contracts of less than 10 years in duration and electricity products meeting the portfolio content of paragraph (3) of subdivision (b) of Section 399.16.

(C) Standard terms and conditions to be used by all electrical corporations in contracting for eligible renewable energy resources, including performance requirements for renewable generators. A contract for the purchase of electricity generated by an eligible renewable energy resource, at a minimum, shall include the renewable energy credits associated with all electricity generation specified under the contract. The standard terms and conditions shall include the requirement that, no later than six months after the commission's approval of an electricity purchase agreement entered into pursuant to this article, the following information about the

agreement shall be disclosed by the commission: party names, resource type, project location, and project capacity.

(D) An appropriate minimum margin of procurement above the minimum procurement level necessary to comply with the renewables portfolio standard to mitigate the risk that renewable projects planned or under contract are delayed or canceled. This paragraph does not preclude an electrical corporation from voluntarily proposing a margin of procurement above the appropriate minimum margin established by the commission.

(5) Consistent with the goal of increasing California's reliance on eligible renewable energy resources, the renewable energy procurement plan shall include all of the following:

(A) An assessment of annual or multiyear portfolio supplies and demand to determine the optimal mix of eligible renewable energy resources with deliverability characteristics that may include peaking, dispatchable, baseload, firm, and as-available capacity.

(B) Potential compliance delays related to the conditions described in paragraph (5) of subdivision (b) of Section 399.15.

(C) A bid solicitation setting forth the need for eligible renewable energy resources of each deliverability characteristic, required online dates, and locational preferences, if any.

(D) A status update on the development schedule of all eligible renewable energy resources currently under contract.

(E) Consideration of mechanisms for price adjustments associated with the costs of key components for eligible renewable energy resource projects with online dates more than 24 months after the date of contract execution.

(F) An assessment of the risk that an eligible renewable energy resource will not be built, or that construction will be delayed, with the result that electricity will not be delivered as required by the contract.

(6) In soliciting and procuring eligible renewable energy resources, each electrical corporation shall offer contracts of no less than 10 years duration, unless the commission approves of a contract of shorter duration.

(7) In soliciting and procuring eligible renewable energy resources for California-based projects, each electrical corporation shall give preference to renewable energy projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases.

(b) A retail seller may enter into a combination of long- and short-term contracts for electricity and associated renewable energy credits. The commission may authorize a retail seller to enter into a contract of less than 10 years' duration with an eligible renewable energy resource, if the commission has established, for each retail seller, minimum quantities of eligible renewable energy resources to be procured through contracts of at least 10 years' duration.

(c) The commission shall review and accept, modify, or reject each electrical corporation's renewable energy resource procurement plan prior to the commencement of renewable energy procurement pursuant to this article by an electrical corporation.

(d) Unless previously preapproved by the commission, an electrical corporation shall submit a contract for the generation of an eligible renewable energy resource to the commission for review and approval consistent with an approved renewable energy resource procurement plan. If the commission determines that the bid prices are elevated due to a lack of effective competition among the bidders, the commission shall direct the electrical corporation to renegotiate the contracts or conduct a new solicitation.

(e) If an electrical corporation fails to comply with a commission order adopting a renewable energy resource procurement plan, the commission shall exercise its authority to require compliance.

(f) (1) The commission may authorize a procurement entity to enter into contracts on behalf of customers of a retail seller for electricity products from eligible renewable energy resources to satisfy the retail seller's renewables portfolio standard procurement requirements. The commission shall not require any person or corporation to act as a procurement entity or require any party to purchase eligible renewable energy resources from a procurement entity.

(2) Subject to review and approval by the commission, the procurement entity shall be permitted to recover reasonable administrative and procurement costs through the retail rates of end-use customers that are served

by the procurement entity and are directly benefiting from the procurement of eligible renewable energy resources.

(3) The commission may authorize a procurement entity to procure ____ percent of retail sales of onsite generation within the area served by the procurement entity to serve local electricity needs. Onsite renewable generation shall be eligible renewable energy resources certified by the Energy Commission pursuant to Section 399.25 with a tracking system described in subdivision (c) of Section 399.25. Estimation of energy production from onsite generation shall not be used to demonstrate compliance with this article.

(g) Procurement and administrative costs associated with contracts entered into by an electrical corporation for eligible renewable energy resources pursuant to this article and approved by the commission are reasonable and prudent and shall be recoverable in rates.

(h) Construction, alteration, demolition, installation, and repair work on an eligible renewable energy resource that receives production incentives pursuant to Section 25742 of the Public Resources Code, including work performed to qualify, receive, or maintain production incentives, are "public works" for the purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

SEC. 11. Section 399.15 of the Public Utilities Code is amended to read:

399.15. (a) In order to fulfill unmet long-term resource needs, the commission shall establish a renewables portfolio standard requiring all retail sellers to procure a minimum quantity of electricity products from eligible renewable energy resources as a specified percentage of total kilowatthours sold to their retail end-use customers each compliance period to achieve the targets established under this article. For any retail seller procuring at least 14 percent of retail sales from eligible renewable energy resources in 2010, the deficits associated with any previous renewables portfolio standard shall not be added to any procurement requirement pursuant to this article.

(b) The commission shall implement renewables portfolio standard procurement requirements only as follows:

(1) Each retail seller shall procure a minimum quantity of eligible renewable energy resources for each of the following compliance periods:

(A) January 1, 2011, to December 31, 2013, inclusive.

(B) January 1, 2014, to December 31, 2016, inclusive.

(C) January 1, 2017, to December 31, 2020, inclusive.

(D) January 1, 2021, to December 31, 2024, inclusive.

(E) January 1, 2025, to December 31, 2027, inclusive.

(F) January 1, 2028, to December 31, 2030, inclusive.

(2) (A) No later than January 1, 2017, the commission shall establish the quantity of electricity products from eligible renewable energy resources to be procured by the retail seller for each compliance period. These quantities shall be established in the same manner for all retail sellers and result in the same percentages used to establish compliance period quantities for all retail sellers.

(B) In establishing quantities for the compliance period from January 1, 2011, to December 31, 2013, inclusive, the commission shall require procurement for each retail seller equal to an average of 20 percent of retail sales. For the following compliance periods, the quantities shall reflect reasonable progress in each of the intervening years sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, 33 percent by December 31, 2020, 40 percent by December 31, 2024, 45 percent by December 31, 2027, and 50 percent by December 31, 2030. The commission shall establish appropriate multiyear compliance periods for all subsequent years that require retail sellers to procure not less than 50 percent of retail sales of electricity products from eligible renewable energy resources.

(C) Retail sellers shall be obligated to procure no less than the quantities associated with all intervening years by the end of each compliance period. Retail sellers shall not be required to demonstrate a specific quantity of procurement for any individual intervening year.

(3) The commission may require the procurement of eligible renewable energy resources in excess of the quantities specified in paragraph (2).

(4) Only for purposes of establishing the renewables portfolio standard procurement requirements of paragraph (1) and determining the quantities pursuant to paragraph (2), the commission shall include all electricity sold to retail customers by the Department of Water Resources pursuant to Division 27 (commencing with Section 80000) of the Water Code in the calculation of retail sales by an electrical corporation.

(5) The commission shall waive enforcement of this section if it finds that the retail seller has demonstrated any of the following conditions are beyond the control of the retail seller and will prevent compliance:

(A) There is inadequate transmission capacity to allow for sufficient electricity to be delivered from proposed eligible renewable energy resource projects using the current operational protocols of the Independent System Operator. In making its findings relative to the existence of this condition with respect to a retail seller that owns transmission lines, the commission shall consider both of the following:

(i) Whether the retail seller has undertaken, in a timely fashion, reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations, to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources. In determining the reasonableness of a retail seller's actions, the commission shall consider the retail seller's expectations for full-cost recovery for these transmission lines and upgrades.

(ii) Whether the retail seller has taken all reasonable operational measures to maximize cost-effective deliveries of electricity from eligible renewable energy resources in advance of transmission availability.

(B) Permitting, interconnection, or other circumstances that delay procured eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to the retail seller. In making a finding that this condition prevents timely compliance, the commission shall consider whether the retail seller has done all of the following:

(i) Prudently managed portfolio risks, including relying on a sufficient number of viable projects.

(ii) Sought to develop one of the following: its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources. This clause shall not require an electrical corporation to pursue development of eligible renewable energy resources pursuant to Section 399.14.

(iii) Procured an appropriate minimum margin of procurement above the minimum procurement level necessary to comply with the renewables portfolio standard to compensate for foreseeable delays or insufficient supply.

(iv) Taken reasonable measures, under the control of the retail seller, to procure cost-effective distributed generation and allowable unbundled renewable energy credits.

(C) Unanticipated curtailment of eligible renewable energy resources if the waiver would not result in an increase in greenhouse gas emissions.

(D) Unanticipated increase in retail sales due to transportation electrification. In making a finding that this condition prevents timely compliance, the commission shall consider all of the following:

(i) Whether transportation electrification significantly exceeded forecasts in that retail seller's service territory based on the best and most recently available information filed with the State Air Resources Board, the Energy Commission, or other state agency.

(ii) Whether the retail seller has taken reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

(6) If the commission waives the compliance requirements of this section, the commission shall establish additional reporting requirements on the retail seller to demonstrate that all reasonable actions under the control of the retail seller are taken in each of the intervening years sufficient to satisfy future procurement requirements.

(7) The commission shall not waive enforcement pursuant to this section, unless the retail seller demonstrates that it has taken all reasonable actions under its control, as set forth in paragraph (5), to achieve full compliance.

(8) If a retail seller fails to procure sufficient eligible renewable energy resources to comply with a procurement requirement pursuant to paragraphs (1) and (2) and fails to obtain an order from the commission waiving enforcement pursuant to paragraph (5), the commission shall assess penalties for noncompliance. A schedule of penalties shall be adopted by the commission that shall be comparable for electrical corporations and other retail sellers. For electrical corporations, the cost of any penalties shall not be collected in rates. Any penalties collected under this article shall be deposited into the Electric Program Investment Charge Fund and used for the purposes described in Chapter 8.1 (commencing with Section 25710) of Division 15 of the Public Resources Code.

(9) Deficits associated with the compliance period shall not be added to a future compliance period.

(c) The commission shall establish a limitation for each electrical corporation on the procurement expenditures for all eligible renewable energy resources used to comply with the renewables portfolio standard. This limitation shall be set at a level that prevents disproportionate rate impacts.

(d) If the cost limitation for an electrical corporation is insufficient to support the projected costs of meeting the renewables portfolio standard procurement requirements, the electrical corporation may refrain from entering into new contracts or constructing facilities beyond the quantity that can be procured within the limitation, unless eligible renewable energy resources can be procured without exceeding a de minimis increase in rates, consistent with the long-term procurement plan established for the electrical corporation pursuant to Section 454.5.

(e) (1) The commission shall monitor the status of the cost limitation for each electrical corporation in order to ensure compliance with this article.

(2) If the commission determines that an electrical corporation may exceed its cost limitation prior to achieving the renewables portfolio standard procurement requirements, the commission shall do both of the following within 60 days of making that determination:

(A) Investigate and identify the reasons why the electrical corporation may exceed its annual cost limitation.

(B) Notify the appropriate policy and fiscal committees of the Legislature that the electrical corporation may exceed its cost limitation, and include the reasons why the electrical corporation may exceed its cost limitation.

(f) The establishment of a renewables portfolio standard shall not constitute implementation by the commission of the federal Public Utility Regulatory Policies Act of 1978 (Public Law 95-617).

SEC. 12. Section 399.16 of the Public Utilities Code is amended to read:

399.16. (a) Various electricity products from eligible renewable energy resources located within the WECC transmission network service area shall be eligible to comply with the renewables portfolio standard procurement requirements in Section 399.15. These electricity products may be differentiated by their impacts on the operation of the grid in supplying electricity, as well as meeting the requirements of this article.

(b) Consistent with the goals of procuring the least-cost and best-fit electricity products from eligible renewable energy resources that meet project viability principles adopted by the commission pursuant to paragraph (4) of subdivision (a) of Section 399.13 and that provide the benefits set forth in Section 399.11, a balanced portfolio of eligible renewable energy resources shall be procured consisting of the following portfolio content categories:

(1) Eligible renewable energy resource electricity products that meet either of the following criteria:

(A) Have a first point of interconnection with a California balancing authority, have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source. The use of another source to provide real-time ancillary services required to maintain an hourly or subhourly import schedule into a California balancing authority shall be permitted, but only the fraction of the schedule actually generated by the eligible renewable energy resource shall count toward this portfolio content category.

(B) Have an agreement to dynamically transfer electricity to a California balancing authority.

(2) Firmed and shaped eligible renewable energy resource electricity products providing incremental electricity and scheduled into a California balancing authority.

(3) Eligible renewable energy resource electricity products, or any fraction of the electricity generated, including unbundled renewable energy credits, that do not qualify under the criteria of paragraph (1) or (2).

(c) In order to achieve a balanced portfolio, all retail sellers shall meet the following requirements for all procurement credited toward each compliance period:

(1) Not less than 50 percent for the compliance period ending December 31, 2013, 65 percent for the compliance period ending December 31, 2016, and 75 percent for the compliance period ending December 31, 2020, of the eligible renewable energy resource electricity products associated with contracts executed after June 1, 2010, shall meet the product content requirements of paragraph (1) of subdivision (b). Each retail seller shall continue to satisfy the product content requirements applicable to procurement quantities associated with the compliance period ending December 31, 2020, and ensure that, for compliance periods ending after December 31, 2020, not less than 75 percent of the incremental renewable procurement requirements in each compliance period shall be satisfied with eligible renewable energy resource electricity products meeting the requirements of paragraph (1) of subdivision (b).

(2) Not more than 25 percent for the compliance period ending December 31, 2013, 15 percent for the compliance period ending December 31, 2016, and 10 percent for the compliance period ending December 31, 2020, of the eligible renewable energy resource electricity products associated with contracts executed after June 1, 2010, shall meet the product content requirements of paragraph (3) of subdivision (b). For the compliance periods ending after December 31, 2020, not more than 10 percent of the incremental renewable procurement requirements in each compliance period shall be satisfied with eligible renewable energy resource electricity products meeting the requirements of paragraph (3) of subdivision (b).

(3) Any renewable energy resources contracts executed on or after June 1, 2010, not subject to the limitations of paragraph (1) or (2), shall meet the product content requirements of paragraph (2) of subdivision (b).

(4) For purposes of electric service providers only, the restrictions in this subdivision on crediting eligible renewable energy resource electricity products to each compliance period shall apply to contracts executed after January 13, 2011.

(d) Any contract or ownership agreement originally executed prior to June 1, 2010, shall count in full toward the procurement requirements established pursuant to this article, if all of the following conditions are met:

(1) The renewable energy resource was eligible under the rules in place as of the date when the contract was executed.

(2) For an electrical corporation, the contract has been approved by the commission, even if that approval occurs after June 1, 2010.

(3) Any contract amendments or modifications occurring after June 1, 2010, do not increase the nameplate capacity or expected quantities of annual generation, or substitute a different renewable energy resource. The duration of the contract may be extended if the original contract specified a procurement commitment of 15 or more years.

(e) A retail seller may apply to the commission for a reduction of a procurement content requirement of subdivision (c). The commission may reduce a procurement content requirement of subdivision (c) to the extent the retail seller demonstrates that it cannot comply with that subdivision because of conditions beyond the control of the retail seller as provided in paragraph (5) of subdivision (b) of Section 399.15. The commission shall not, under any circumstance, reduce the obligation specified in paragraph (1) of subdivision (c) below 65 percent for any compliance period obligation after December 31, 2016.

SEC. 13. Section 399.18 of the Public Utilities Code is amended to read:

399.18. (a) This section applies to an electrical corporation that as of January 1, 2010, met either of the following conditions:

(1) Served 30,000 or fewer customer accounts in California and had issued at least four solicitations for eligible renewable energy resources prior to June 1, 2010.

(2) Had 1,000 or fewer customer accounts in California and was not connected to any transmission system or to the Independent System Operator.

(b) For an electrical corporation or its successor, electricity products from eligible renewable energy resources may be used for compliance with this article, notwithstanding any procurement content limitation in Section 399.16, provided that all of the following conditions are met:

(1) The electrical corporation or its successor participates in, and complies with, the accounting system administered by the Energy Commission pursuant to subdivision (b) of Section 399.25.

(2) The Energy Commission verifies that the electricity generated by the facility is eligible to meet the requirements of Section 399.15.

(3) The electrical corporation continues to satisfy either of the conditions described in subdivision (a).

SEC. 14. Section 399.21 of the Public Utilities Code is amended to read:

399.21. (a) The commission, by rule, shall authorize the use of renewable energy credits to satisfy the renewables portfolio standard procurement requirements established pursuant to this article, subject to the following conditions:

(1) The commission and the Energy Commission shall ensure that the tracking system established pursuant to subdivision (c) of Section 399.25, is operational, is capable of independently verifying that electricity earning the credit is generated by an eligible renewable energy resource, and can ensure that renewable energy credits shall not be double counted by any seller of electricity within the service territory of the WECC.

(2) Each renewable energy credit shall be counted only once for compliance with the renewables portfolio standard of this state or any other state, or for verifying retail product claims in this state or any other state.

(3) All revenues received by an electrical corporation for the sale of a renewable energy credit shall be credited to the benefit of ratepayers.

(4) Renewable energy credits shall not be created for electricity generated pursuant to any electricity purchase contract with a retail seller or a local publicly owned electric utility executed before January 1, 2005, unless the contract contains explicit terms and conditions specifying the ownership or disposition of those credits. Procurement under those contracts shall be tracked through the accounting system described in subdivision (b) of Section 399.25 and included in the quantity of eligible renewable energy resources of the purchasing retail seller pursuant to Section 399.15.

(5) Renewable energy credits shall not be created for electricity generated under any electricity purchase contract executed after January 1, 2005, pursuant to the federal Public Utility Regulatory Policies Act of 1978 (16 U.S.C. Sec. 2601 et seq.). Procurement under the electricity purchase contracts shall be tracked through the accounting system implemented by the Energy Commission pursuant to subdivision (b) of Section 399.25 and count toward the renewables portfolio standard procurement requirements of the purchasing retail seller.

(6) A renewable energy credit shall not be eligible for compliance with a renewables portfolio standard procurement requirement unless it is retired in the tracking system established pursuant to subdivision (c) of Section 399.25 by the retail seller or local publicly owned electric utility within 36 months from the initial date of generation of the associated electricity.

(b) The commission shall allow an electrical corporation to recover the reasonable costs of purchasing, selling, and administering renewable energy credit contracts in rates.

SEC. 15. Section 399.30 of the Public Utilities Code is amended to read:

399.30. (a) To fulfill unmet long-term generation resource needs, each local publicly owned electric utility shall adopt and implement a renewable energy resources procurement plan that requires the utility to procure a minimum quantity of electricity products from eligible renewable energy resources, including renewable energy credits, as a specified percentage of total kilowatthours sold to the utility's retail end-use customers, each compliance period, to achieve the targets of subdivision (c).

(b) The governing board shall implement procurement targets for a local publicly owned electric utility that require the utility to procure a minimum quantity of eligible renewable energy resources for each of the following compliance periods:

(1) January 1, 2011, to December 31, 2013, inclusive.

(2) January 1, 2014, to December 31, 2016, inclusive.

(3) January 1, 2017, to December 31, 2020, inclusive.

(4) January 1, 2021, to December 31, 2024, inclusive.

(5) January 1, 2025, to December 31, 2027, inclusive.

(6) January 1, 2028, to December 31, 2030, inclusive.

(c) The governing board of a local publicly owned electric utility shall ensure all of the following:

(1) The quantities of eligible renewable energy resources to be procured for the compliance period from January 1, 2011, to December 31, 2013, inclusive, are equal to an average of 20 percent of retail sales.

(2) The quantities of eligible renewable energy resources to be procured for all other compliance periods reflect reasonable progress in each of the intervening years sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, 33 percent by December 31, 2020, 40 percent by December 31, 2024, 45 percent by December 31, 2027, and 50 percent by December 31, 2030. The Energy Commission shall establish appropriate multiyear compliance periods for all subsequent years that require the local publicly owned electric utility to procure not less than 50 percent of retail sales of electricity products from eligible renewable energy resources.

(3) A local publicly owned electric utility shall adopt procurement requirements consistent with Section 399.16.

(4) A local publicly owned electric utility may procure ____ percent of retail sales of onsite generation within the area served by that utility to serve local electricity needs. Onsite renewable generation shall be eligible renewable energy resources certified by the Energy Commission pursuant to Section 399.25 with a tracking system described in subdivision (c) of Section 399.25. Estimation of energy production from onsite generation shall not be used to demonstrate compliance with this article.

(d) The governing board of a local publicly owned electric utility may adopt the following measures:

(1) Rules permitting the utility to apply excess procurement in one compliance period to subsequent compliance periods in the same manner as allowed for retail sellers pursuant to Section 399.13.

(2) Conditions that allow for delaying timely compliance consistent with subdivision (b) of Section 399.15.

(3) Cost limitations for procurement expenditures consistent with subdivision (c) of Section 399.15.

(e) The governing board of the local publicly owned electric utility shall adopt a program for the enforcement of this article. The program shall be adopted at a publicly noticed meeting offering all interested parties an opportunity to comment. Not less than 30 days' notice shall be given to the public of any meeting held for purposes of adopting the program. Not less than 10 days' notice shall be given to the public before any meeting is held to make a substantive change to the program.

(f) (1) Each local publicly owned electric utility shall annually post notice, in accordance with Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code, whenever its governing body will deliberate in public on its renewable energy resources procurement plan.

(2) Contemporaneous with the posting of the notice of a public meeting to consider the renewable energy resources procurement plan, the local publicly owned electric utility shall notify the Energy Commission of the date, time, and location of the meeting in order to enable the Energy Commission to post the information on its Internet Web site. This requirement is satisfied if the local publicly owned electric utility provides the uniform resource locator (URL) that links to this information.

(3) Upon distribution to its governing body of information related to its renewable energy resources procurement status and future plans, for its consideration at a noticed public meeting, the local publicly owned electric utility shall make that information available to the public and shall provide the Energy Commission with an electronic copy of the documents for posting on the Energy Commission's Internet Web site. This requirement is satisfied if the local publicly owned electric utility provides the uniform resource locator (URL) that links to the documents or information regarding other manners of access to the documents.

(g) A public utility district that receives all of its electricity pursuant to a preference right adopted and authorized by the United States Congress pursuant to Section 4 of the Trinity River Division Act of August 12, 1955 (Public Law 84-386) shall be in compliance with the renewable energy procurement requirements of this article.

(h) For a local publicly owned electric utility that was in existence on or before January 1, 2009, that provides retail electric service to 15,000 or fewer customer accounts in California, and is interconnected to a balancing authority located outside this state but within the WECC, an eligible renewable energy resource includes a facility that is located outside California that is connected to the WECC transmission system, if all of the following conditions are met:

(1) The electricity generated by the facility is procured by the local publicly owned electric utility, is delivered to the balancing authority area in which the local publicly owned electric utility is located, and is not used to fulfill renewable energy procurement requirements of other states.

(2) The local publicly owned electric utility participates in, and complies with, the accounting system administered by the Energy Commission pursuant to this article.

(3) The Energy Commission verifies that the electricity generated by the facility is eligible to meet the renewables portfolio standard procurement requirements.

(i) Notwithstanding subdivision (a), for a local publicly owned electric utility that is a joint powers authority of districts established pursuant to state law on or before January 1, 2005, that furnish electric services other than to residential customers, and is formed pursuant to the Irrigation District Law (Division 11 (commencing with Section 20500) of the Water Code), the percentage of total kilowatthours sold to the district's retail end-use customers, upon which the renewables portfolio standard procurement requirements in subdivision (b) are calculated, shall be based on the authority's average retail sales over the previous seven years. If the authority has not furnished electric service for seven years, then the calculation shall be based on average retail sales over the number of completed years during which the authority has provided electric service.

(j) A local publicly owned electric utility in a city and county that only receives greater than 67 percent of its electricity sources from hydroelectric generation located within the state that it owns and operates, and that does not meet the definition of a "renewable electrical generation facility" pursuant to Section 25741 of the Public Resources Code, shall be required to procure eligible renewable energy resources, including renewable energy credits, to meet only the electricity demands unsatisfied by its hydroelectric generation in any given year, in order to satisfy its renewable energy procurement requirements.

(k) (1) A local publicly owned electric utility that receives greater than 50 percent of its annual retail sales from its own hydroelectric generation that is not an eligible renewable energy resource shall not be required to procure additional eligible renewable energy resources in excess of either of the following:

(A) The portion of its retail sales not supplied by its own hydroelectric generation. For these purposes, retail sales supplied by an increase in hydroelectric generation resulting from an increase in the amount of water stored by a dam because the dam is enlarged or otherwise modified after December 31, 2012, shall not count as being retail sales supplied by the utility's own hydroelectric generation.

(B) The cost limitation adopted pursuant to this section.

(2) For the purposes of this subdivision, "hydroelectric generation" means electricity generated from a hydroelectric facility that satisfies all of the following:

(A) Is owned solely and operated by the local publicly owned electric utility as of 1967.

(B) Serves a local publicly owned electric utility with a distribution system demand of less than 150 megawatts.

(C) Involves a contract in which an electrical corporation receives the benefit of the electric generation through June of 2014, at which time the benefit reverts back to the ownership and control of the local publicly owned electric utility.

(D) Has a maximum penstock flow capacity of no more than 3,200 cubic feet per second and includes a regulating reservoir with a small hydroelectric generation facility producing fewer than 20 megawatts with a maximum penstock flow capacity of no more than 3,000 cubic feet per second.

(3) This subdivision does not reduce or eliminate any renewable procurement requirement for any compliance period ending prior to January 1, 2014.

(4) This subdivision does not require a local publicly owned electric utility to purchase additional eligible renewable energy resources in excess of the procurement requirements of subdivision (c).

(l) A local publicly owned electric utility shall retain discretion over both of the following:

(1) The mix of eligible renewable energy resources procured by the utility and those additional generation resources procured by the utility for purposes of ensuring resource adequacy and reliability.

(2) The reasonable costs incurred by the utility for eligible renewable energy resources owned by the utility.

(m) The Energy Commission shall adopt regulations specifying procedures for enforcement of this article. The regulations shall include a public process under which the Energy Commission may issue a notice of violation and correction against a local publicly owned electric utility for failure to comply with this article, and for referral of violations to the State Air Resources Board for penalties pursuant to subdivision (n).

(n) (1) Upon a determination by the Energy Commission that a local publicly owned electric utility has failed to comply with this article, the Energy Commission shall refer the failure to comply with this article to the State Air Resources Board, which may impose penalties to enforce this article consistent with Part 6 (commencing with Section 38580) of Division 25.5 of the Health and Safety Code. Any penalties imposed shall be comparable to those adopted by the commission for noncompliance by retail sellers.

(2) Any penalties collected by the State Air Resources Board pursuant to this article shall be deposited in the Air Pollution Control Fund and, upon appropriation by the Legislature, shall be expended for reducing emissions of air pollution or greenhouse gases within the same geographic area as the local publicly owned electric utility.

SEC. 16. Article 17 (commencing with Section 400) is added to Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, to read:

Article 17. Clean Energy and Pollution Reduction

400. The commission and the Energy Commission shall do all of the following in furtherance of meeting the state's clean energy and pollution reduction objectives:

(a) Take into account the use of distributed generation to the extent that it provides economic and environmental benefits in disadvantaged communities as identified pursuant to Section 39711 of the Health and Safety Code.

(b) Take into account the opportunities to decrease costs and increase benefits, including pollution reduction and grid integration, using technologies with zero onsite greenhouse gas emissions in proceedings associated with meeting the objectives.

(c) Where feasible, authorize procurement of resources to provide grid reliability services that minimize reliance on system power and fossil fuel resources and, where feasible, cost-effective, and consistent with other state policy objectives, increase the use of large- and small-scale energy storage with a variety of technologies, targeted energy efficiency, demand response, eligible renewable energy resources, or other technologies with zero onsite greenhouse gas emissions to protect system reliability.

(d) Review technology incentive, research, development, deployment, and market facilitation programs overseen by the commission and the Energy Commission and make recommendations to advance state clean energy and pollution reduction objectives and provide benefits to disadvantaged communities as identified pursuant to Section 39711 of the Health and Safety Code.

(e) To the extent feasible, give first priority to the manufacture and deployment of clean energy and pollution reduction technologies that create employment opportunities, including high wage, highly skilled employment opportunities, and increased investment in the state.

(f) Establish a publicly available tracking system to provide up-to-date information on progress toward meeting the clean energy and pollution reduction goals of the Clean Energy and Pollution Reduction Act of 2015.

(g) Establish an advisory group consisting of representatives from disadvantaged communities identified in Section 39711 of the Health and Safety Code. The advisory group shall review and provide advice on programs proposed to achieve clean energy and pollution reduction and determine whether those proposed programs will be effective and useful in disadvantaged communities.

SEC. 17. Section 454.51 is added to the Public Utilities Code, to read:

454.51. The commission shall direct each electrical corporation to include in its proposed procurement plan a strategy for procuring a diverse portfolio of resources that provide a reliable electricity supply, including renewable energy integration needs, using zero carbon-emitting resources to the maximum extent reasonable.

The net capacity costs of those resources shall be allocated on a fully nonbypassable basis consistent with the treatment of costs identified in paragraph (2) of subdivision (c) of Section 365.1.

SEC. 18. Section 701.1 of the Public Utilities Code is amended to read:

701.1. (a) (1) The Legislature finds and declares that, in addition to other ratepayer protection objectives, a principal goal of electric and natural gas utilities' resource planning and investment shall be to minimize the cost to society of the reliable energy services that are provided by natural gas and electricity, and to improve the environment and to encourage the diversity of energy sources through improvements in energy efficiency and development of renewable energy resources, such as wind, solar, biomass, geothermal energy, and widespread transportation electrification.

(2) The amendment made to this subdivision by the Clean Energy and Pollution Reduction Act of 2015 does not expand the authority of the commission beyond that provided by other law.

(b) The Legislature further finds and declares that, in addition to any appropriate investments in energy production, electrical and natural gas utilities should seek to exploit all practicable and cost-effective conservation and improvements in the efficiency of energy use and distribution that offer equivalent or better system reliability, and which are not being exploited by any other entity.

(c) In calculating the cost effectiveness of energy resources, including conservation and load management options, the commission shall include, in addition to other ratepayer protection objectives, a value for any costs and benefits to the environment, including air quality. The commission shall ensure that any values it develops pursuant to this section are consistent with values developed by the State Energy Resources Conservation and Development Commission pursuant to Section 25000.1 of the Public Resources Code. However, if the commission determines that a value developed pursuant to this subdivision is not consistent with a value developed by the State Energy Resources Conservation and Development Commission pursuant to subdivision (c) of Section 25000.1 of the Public Resources Code, the commission may nonetheless use this value if, in the appropriate record of its proceedings, it states its reasons for using the value it has selected.

(d) In determining the emission values associated with the current operating capacity of existing electric powerplants pursuant to subdivision (c), the commission shall adhere to the following protocol in determining values for air quality costs and benefits to the environment. If the commission finds that an air pollutant that is subject to regulation is a component of residual emissions from an electric powerplant and that the owner of that powerplant is either of the following:

(1) Using a tradable emission allowance, right, or offset for that pollutant, which (A) has been approved by the air quality district regulating the powerplant, (B) is consistent with federal and state law, and (C) has been obtained, authorized, or acquired in a market-based system.

(2) Paying a tax per measured unit of that pollutant.

The commission shall not assign a value or cost to that residual pollutant for the current operating capacity of that powerplant because the alternative protocol for dealing with the pollutant operates to internalize its cost for the purpose of planning for and acquiring new generating resources.

(e) (1) The values determined pursuant to subdivision (c) to represent costs and benefits to the environment shall not be used by the commission, in and of themselves, to require early decommissioning or retirement of an electric utility powerplant that complies with applicable prevailing environmental regulations.

(2) Further, the environmental values determined pursuant to subdivision (c) shall not be used by the commission in a manner which, when those values are aggregated, will result in advancing an electric utility's need for new powerplant capacity by more than 15 months.

(f) This subdivision shall apply whenever a powerplant bid solicitation is required by the commission for an electric utility and a portion of the amount of new powerplant capacity, which is the subject of the bid solicitation, is the result of the commission's use of environmental values to advance that electric utility's need for new powerplant capacity in the manner authorized by paragraph (2) of subdivision (e). The affected electric utility may propose to the commission any combination of alternatives to that portion of the new powerplant capacity that is the result of the commission's use of environmental values as authorized by paragraph (2) of subdivision (c). The commission shall approve an alternative in place of the new powerplant capacity if it finds all of the following:

(1) The alternative has been approved by the relevant air quality district.

- (2) The alternative is consistent with federal and state law.
- (3) The alternative will result in needed system reliability for the electric utility at least equivalent to that which would result from bidding for new powerplant capacity.
- (4) The alternative will result in reducing system operating costs for the electric utility over those which would result from the process of bidding for new powerplant capacity.
- (5) The alternative will result in equivalent or better environmental improvements at a lower cost than would result from bidding for new powerplant capacity.
- (g) This section does not require an electric utility to alter the dispatch of its powerplants for environmental purposes.
- (h) This section does not preclude an electric utility from submitting to the commission any combination of alternatives to meet a commission-identified need for new capacity, if the submission is otherwise authorized by the commission.
- (i) This section does not change or alter any provision of commission decision 92-04-045, dated April 22, 1992.

SEC. 19. Section 740.8 of the Public Utilities Code is amended to read:

740.8. As used in Section 740.3, "interests" of ratepayers, short- or long-term, mean direct benefits that are specific to ratepayers in the form of any of the following:

- (a) Safer, more reliable, or less costly gas or electrical service, consistent with Section 451.
- (b) More efficient use of the electric system.
- (c) Improve integration of renewable energy generation.
- (d) Activities that both directly benefit ratepayers and that promote at least one of the following:
 - (1) Energy efficiency.
 - (2) Reduction of health and environmental impacts from air pollution.
 - (3) Reduction of greenhouse gas emissions related to electricity and natural gas production and use.
 - (4) Increased use of alternative fuels.

SEC. 20. Section 740.12 is added to the Public Utilities Code, to read:

740.12. (a) (1) The Legislature finds and declares all of the following:

- (A) ~~Transportation electrification, natural gas vehicles as a short term measure, fuel cell vehicles, and transportation innovations~~ *Advanced clean vehicles and fuels* are needed to reduce petroleum use, to meet air quality standards, to improve public health, and to achieve greenhouse gas emissions reduction goals.
- (B) Widespread transportation electrification is needed to achieve the goals of the Charge Ahead California Initiative (Chapter 8.5 (commencing with Section 44258) of Part 5 of Division 26 of the Health and Safety Code).
- (C) Reducing emissions of greenhouse gases to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050 will require widespread transportation electrification.
- (D) Widespread transportation electrification requires electrical corporations to increase access to the use of electricity as a transportation fuel.
- (E) Deploying electric vehicles should assist in integrating generation from eligible renewable energy resources and reduce fuel costs for vehicle drivers who charge in a manner consistent with ~~electric~~ *electrical* grid conditions.
- (F) Deploying electric vehicle charging infrastructure should facilitate increased sales of electric vehicles by making charging easily accessible and should provide the opportunity to access electricity as a fuel that is cleaner than gasoline or other fossil fuels.

~~(G) Deploying natural gas and fuel cell infrastructure should facilitate increased sales of natural gas or fuel cell vehicles by making refueling easily accessible and should provide the opportunity to access fuels that are cleaner than gasoline.~~

~~(H)~~

(G) According to the State Alternative Fuels Plan analysis by the Energy Commission and the State Air Resources Board, light-, medium-, and heavy-duty vehicle electrification results in approximately 70 percent fewer greenhouse gases emitted, over 85 percent fewer ozone-forming air pollutants emitted, and 100 percent fewer petroleum used. These reductions will become larger as renewable generation increases.

(2) It is the policy of the state and the intent of the Legislature to encourage transportation electrification as a means to achieve ambient air quality standards and the state's climate goals. Agencies designing and implementing regulations, guidelines, plans, and funding programs to reduce greenhouse gas emissions should take the finding described in subparagraph ~~(H)~~ (G) of paragraph (1) into account.

(b) The commission, in consultation with the State Air Resources Board and the Energy Commission, shall direct electrical corporations to propose multiyear programs and investments to accelerate widespread transportation electrification to reduce dependence on petroleum, meet air quality standards, achieve the goals set forth in the Charge Ahead California Initiative (Chapter 8.5 (commencing with Section 44258) of Part 5 of Division 26 of the Health and Safety Code), and reduce emissions of greenhouse gases to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. The commission shall approve programs and investments that deploy charging infrastructure, as distribution system costs, if they are consistent with this section and Section 740.3.

(c) The commission shall review data concerning current and future electric transportation adoption rates and charging infrastructure utilization rates no less than every three years and prior to any further authorization for an electrical corporation to collect additional new program costs related to transportation electrification in ratepayer rates. If market barriers unrelated to the investment made by an electric corporation prevent electric transportation from adequately utilizing available charging infrastructure, the commission shall not permit additional investments in transportation electrification without adequate assurance that the investments would not result in stranded costs recoverable from ratepayers.

SEC. 21. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.