

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 16, 2015
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Outgoing Mayor Presentation and Dais Seating Changes.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of December 2, 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. Report of Disbursements for the Month of November 2015.
- b. Proposed Increase in Hourly Rates for Boutin Jones, Inc., Special Counsel to the City in UVSD v. Ukiah.
- c. Adoption of Resolution Authorizing Contract for Bond and Disclosure Counsel Services and Underwriter Services for the Upcoming Refunding of 2005 Water Bonds.
- d. Authorization to Contract for an Administrative Hearing Officer as Defined in Section 3451 and 3456A of the Ukiah City Code for Appeals of Abatement of Public Nuisances.
- e. Notification of Acquisition of Professional Services from Emmett Jones in the Amount Not to Exceed \$19,500 for Management Advisory Services Related to the 2017 Solid Waste Rate Setting.
- f. Award of a Two Year Contract to Ukiah Waste Solutions, Inc. for Biosolids Removal from the Waste Water Treatment Plant.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- a. Receive Status Report, Consider Alternatives and Provide Direction Regarding the Sphere of Influence Update Project.
- b. Approve the City Council's Strategic Plan and Schedule Workshops Related to Public Infrastructure.
- c. Authorize the Director of Public Works/City Engineer to Execute the Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Complaint for the North Coast Regional Water Quality Control Board for Fines Levied at the Waste Water Treatment Plant.
- d. Reject Bids Received for the Installation of Replacement Well 4 and New Water Well 9, Specification No. 14-05.

13. NEW BUSINESS

- a. Appointments and Discussion Regarding 2016 Council Assignments; and Consideration of Disbandments and Modifications to City Council Committees and Ad Hoc.
- b. Facility Security and Access (Cardlock) Control System Phase I Capital Project Authorization to Purchase System and Installation from Gaynor Telesystems, Inc. in the Amount of \$33,453 and Approve Corresponding Budget Amendment.
- c. Consideration of Phase Two of Reorganization Plan for the City Manager Transition and Approve the Corresponding Budget Adjustments to be Incorporated into the Fiscal Year 15/16 Budget at Mid-Year Along with Authorization to Recruit a Community Services Administrator.
- d. Award Purchase of A New Vactor Truck to Owen Equipment for the Water and Sewer Departments in the Total Amount of \$423,110.94 and Approve Corresponding Budget Amendment and Transfer.
- e. Approve Purchase of EMC Isilon "NAS" for Local Police Archival Video Storage and to Microsoft Azure, Using Native Isilon Cloud Pool Technology in the Amount of \$86,852, Payable To EMC Corporation and Approve Purchase of Additional Storage for Pelco Video Security Surveillance System, in the Amount of \$33,273, Payable to Gaynor Telesystems Inc.
- f. Award of Bid for Renovation of the Oak Manor Park Picnic Area in the Amount of \$84,200 to Siri Grading & Paving, Inc. Funded by the Prop 1c Housing Related Parks Program Grant.

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 Gov't Code 54956.9 (1 case)

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. SCUK- CVPT-15-66036

c. 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

d. Conference with Labor Negotiator

(Government Code Section 54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

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 11th day of December, 2015.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 2, 2015
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on December 2, 2015, having been legally noticed on November 25, 2015. Mayor Crane called the meeting to order at 6:04 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; Kristine Lawler, City Clerk; and Ashley Cocco, Deputy City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Review the City Council's Strategic Plan and Process – Public Works, Planning and Community Development, and Administration.

Presenters: Sage Sangiacomo, City Manager and Shannon Riley, Senior Management Analyst.

Report was received.

4. PETITIONS AND COMMUNICATIONS

Presenter: Mayor Crane.

5. APPROVAL OF MINUTES

- a. Minutes of November 12, 2015, a Special Meeting.
- b. Minutes of November 18, 2015, a Regular Meeting.

Motion/Second: Mulheren/Brown to approve the minutes of November 12, 2015, a Special Meeting, and November 18, 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. Approval of Contract (COU No.1516-139) with Jack Henry & Associates, Inc., Profit Stars Division, for RemitPlus Software and Services – *Finance*.

Staff Comment: Jan Newell, Finance Controller.

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

9. COUNCIL REPORTS

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

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager and Sean White, Water and Sewer Director.

11. PUBLIC HEARINGS – 6:15 P.M.**12. UNFINISHED BUSINESS**

- a. Award Contract to Gregg Simpson Trucking in the Amount of \$136,734.63 for the Construction of the Crosswalk and Pedestrian Improvements on North State Street at Garrett Drive and Authorize Corresponding Budget Amendment – Public Works.**

Presenters: Tim Eriksen, Public Works Director/City Engineer and Mary Horger, Purchasing Supervisor.

Motion/Second: Brown/Scalmanini to award contract (COU No. 1516-140) to Gregg Simpson Trucking in the amount of \$136,734.63 for the construction of the crosswalk and pedestrian improvements on North State Street at Garrett Drive and authorize corresponding budget amendment. 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 Outdoor Classroom and Boardwalk Spec No. 15-16 – Community Services.**

Presenters: Katie Marsolan, Project Analyst and Sherri Smith-Ferri, Museum Director.

Motion/Second: Doble/Brown to approve plans and specifications for Grace Hudson Museum Outdoor Classroom and Boardwalk Spec No. 15-16. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- c. Award of Contract to SHN Engineers and Geologists for Construction Management and Inspection Services for the North State Sewer Main Improvement Project in the Amount of \$29,815 and Corresponding Budget Amendment – Public Works.**

Presenter: Tim Eriksen, Public Works Director/City Engineers.

Motion/Second: Doble/Brown to award contract (COU No. 1516-141) to SHN Engineers and Geologists for construction management and inspection services for the North State Sewer Main Improvement Project in the amount of \$29,815 and corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

- a. Appointment of New Mayor and Vice Mayor – City Clerk**

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Mulheren to nominate and appoint the positions of Mayor Scalmanini and Vice Mayor Brown for 2016 for seating at the December 16, 2015, Regular Council Meeting. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane.

NOES: None. ABSENT: None. ABSTAIN: None.

Staff Comment: City Manager Sangiacomo announced the Mayor's Reception is to take place at 5:30 p.m., December 16, 2015, in the Civic Center Lobby.

b. Status Report Regarding the Work of the Shopping Cart Ad-Hoc Committee – Planning and Community Development.

Presenters: Councilmembers Mulheren and Brown.

Motion/Second: Doble/Scalmanini to approve disbandment of the Shopping Cart Ad Hoc. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Update and Provide Direction Regarding Refinancing 2005 Water Bonds – Finance.

Presenter: Sean White, Water and Sewer Director.

Report was received.

Council Consensus to proceed with the refinancing of the 2005 water bonds.

d. Adoption of Resolution Approving 2015-2018 Memoranda of Understanding for the Miscellaneous, Water Utilities-Mechanics, and Department Head Bargaining Units – Department of Human Resources and Administration.

Presenter: Melody Harris, Human Resources Director.

Motion/Second: Brown/Doble to adopt Resolution (2015-48) approving 2015-2018 Memoranda of Understanding for the Miscellaneous, Water Utilities/Mechanics, and Department Head Bargaining Units. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:46 P.M.

14. CLOSED SESSION

a. 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. SCUK- CVPT-15-66036

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Labor Negotiator

(Government Code Section 54957.6)

Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

No action was taken on Closed Session items.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:20 p.m.

Ashley Cocco, Deputy City Clerk



ITEM NO.: 7a

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF DISBURSEMENTS FOR THE MONTH OF NOVEMBER 2015

Summary: Payments made during the month of NOVEMBER 2015, are summarized on a Report of Disbursements, which is being presented to Council. Further detail is supplied on a Schedule of Bills, representing the three (3) individual payment cycles within the month, which is attached to the report.

Background:

Accounts Payable check numbers: 3014326 – 3014413, 3014414 – 30014508, 3014509 - 3014621

Accounts Payable Wire Transfer numbers:

Payroll Check numbers: 503381 – 503407, 503408 – 503429

Payroll Manual check numbers:

Void check numbers:

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.

FISCAL IMPACT:

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

RECOMMENDED ACTION(S): Approve the Report of Disbursements for the month of NOVEMBER 2015

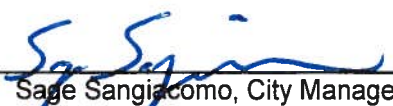
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: City Manager
Prepared by: Administrative Analyst – Finance Department
Coordinated with: Finance Director and City Manager
Presenters:
Attachments: Report of Disbursements

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

**CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF NOVEMBER**

FUNDS:

100	General Fund	<u>\$130,632.75</u>	700	Sanitary Disposal Site Fund	<u>\$25,217.54</u>
105	Measure S General Fund	<u>\$91,876.62</u>	701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	<u>\$1,087.00</u>
201	Worker's Comp Fund	<u>\$448.80</u>	704	Post Closure Fund - Solid Waste	<u>\$0.00</u>
202	Liability Fund		720	Golf Fund	<u>\$212.28</u>
203	Garage Fund	<u>\$1,311.12</u>	730	Confemence Center Fund	<u>\$7,425.99</u>
204	Purchasing Fund	<u>\$3,511.51</u>	750	Visit Ukiah	<u>\$0.00</u>
205	Billing & Collections Fund	<u>\$12,088.88</u>	777	Airport Fund	<u>\$5,691.20</u>
206	Public Safety Dispatch Fund	<u>\$4,253.56</u>	778	Airport Capital Improvement Fund	
207	Payroll Posting Fund	<u>\$9,657.08</u>	779	Special Aviation Fund	
208	Building Maintenance/Corp Yard Fund	<u>\$19,014.16</u>	800	Electric Fund	<u>\$884,366.73</u>
209	IT Fund	<u>\$18,141.80</u>	801	Electric Capital Reserve Fund	<u>\$26,128.91</u>
220	Equipment Reserve Fund	<u>\$6,043.21</u>	803	Lake Mendocino Bond Int/Red	<u>\$171,057.80</u>
250	Special Revenue Fund	<u>\$7,435.49</u>	803	Lake Mendocino Bond Reserve	
251	Special Projects Reserve Fund	<u>\$23,445.10</u>	805	Street Lighting Fund	<u>\$112,463.44</u>
300	Park Development Fund	<u>\$2,900.00</u>	806	Public Benefits Fund	<u>\$3,665.26</u>
301	Anton Stadium Fund	<u>\$0.00</u>	820	Water Fund	<u>\$59,939.55</u>
302	Observatory Park Fund		822	Water Capital Improvement Fund	<u>\$9,512.38</u>
304	Swimming Pool Fund	<u>\$0.00</u>	840	City/District Sewer Fund	<u>\$69,266.37</u>
305	Riverside Park Fund	<u>\$0.00</u>	841	Sewer Contruction Fund	
306	Skate Park Fund	<u>\$0.00</u>	843	Sewer Capital Fund	
310	Museum Grants		900	Special Deposit Trust	<u>\$9,881.31</u>
311	Alex Rorbaugh Recreation Center Fund	<u>\$6,513.68</u>	901	General Service (Accts Recv)	<u>\$883.86</u>
312	Downtown Business Improvement Fund		902	U.S.W. Billing & Collection	<u>\$30,300.54</u>
500	2106 Gas Tax Fund		903	Public Safety - AB 109	<u>\$0.00</u>
501	2107 Gas Tax Fund		905	Federal Emergency Shelter Grant	
503	2105 Gas Tax Fund		905	Mendocino Emergency Service Authority	
505	Signalization Fund		911	Russian River Watershed Association	
506	Bridge Fund		940	Sanitation District Special Fund	
507	1998 STIP Augmentation Fund		943	Sanitation District Capital Improvement Fund	
508	SB325 Reimbursement Fund		952	REDIP Sewer Enterprise Fund	
509	S.T.P. Fund		960	Community Redevelopment Agency	
510	Trans-Traffic Congest Relief Fund		961	RDA Housing Pass-Through	
600	Community Development Block Grant		962	Redevelopment Housing Fund	
601	EDBG 94-333 Revolving Loan		963	Housing Debt	
602	Community Development Fund		964	RDA Capital Pass-Through	
603	08-HOME-4688		965	Redevelopment Capital Improvement Fund	
604	CDBG Grant 09-STBG-6417		966	Redevelopment Debt Service	<u>\$1,079,672.50</u>
605	11-HOME-7654 Fund	<u>\$0.00</u>	967	Housing Bond Proceeds	
606	CDBG Grant 10-EDEF-7261		968	Non-Housing Bond Proceeds	
607	Prop 84 Grant Fund		969	RDA Obligation Retirement Fund	<u>\$5,314.31</u>
610	City RDA Projects Fund		844/944	Sewer Capital Projects Fund	<u>\$45,587.22</u>
630	Asset Seizure Fund	<u>\$1,406.06</u>		Retainage Withheld	<u>\$7,176.98</u>
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)				
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund	<u>\$2,500.00</u>			
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police	<u>\$0.00</u>			
640	Parking District Fund	<u>\$782.01</u>			
691	Museum Fund	<u>\$3,129.73</u>			

PAYROLL CHECK NUMBERS: 503381 - 503407

DIRECT DEPOSIT NUMBERS: 73828 - 74015

PAYROLL PERIOD: 10/25/15 - 11/07/15

PAYROLL CHECK NUMBERS: 503408 - 503429

DIRECT DEPOSIT NUMBERS: 74016 - 74205

PAYROLL PERIOD: 11/16/15 - 11/19/15

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$2,899,942.73

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$121.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$683,894.66

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$540,700.03

* vendor name(if applicable)

TOTAL PAYMENTS \$4,124,658.42

CERTIFICATION OF CITY CLERK

This register of Payroll and Demand Payments was duly approved by the City Council on _____.

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

I have audited this Register and approve for accuracy and available funds.

Director of Finance

Account Code Summary

10000000	General Fund	20526430	Electric Department - Meter Readers
10010000	City Council	20620231	Ukiah Dispatch
10011100	City Clerk	20620232	Ft Bragg Dispatch
10011300	Elections	20700000	Payroll Posting Fund
10012100	City Manager	20822500	Building Maintenance
10012200	Administrative Support	20824300	Corporation Yard
10012400	Miscellaneous General Government	20922900	IT Fund
10013400	Finance Department	22013300	FA Replace - Finance UB
10014000	City Attorney	22020200	FA Replace - Police Operations
10015100	Treasury Management	22021210	FA Replace - Fire Administration
10016100	Human Resources	22022900	FA Replace - Information Technology
10017100	Economic Development	22024100	FA Replace - Garage
10018000	Community Outreach	22024220	FA Replace - Streets
10020217	Animal Control	22024413	FA Replace - Water Distribution Cap
10022100	Parks	22024414	FA Replace - Water Distribution O&M
10022300	Aquatics	22024421	FA Replace - City Wastewater
10022800	Recreation	25024210	Engineering Reserve
10022810	Recreation Administration	25024300	Corporation Yard Reserve
10022821	Adult Basketball	25122900	CIP - IT
10022822	Adult Softball	25123100	CIP - Planning
10022824	Co-Ed Volleyball	25124210	CIP - Engineering
10022831	Youth Basketball	25124220	CIP - Streets
10022832	Youth Softball	25124410	CIP - Water
10022840	Day Camp	25124421	CIP - City Wastewater
10022850	Classes & Clinics	25126410	CIP - Electric
10022860	Special Activities	30022200	Park Development
10023100	Community Planning	30122210	Anton Stadium
10023320	Building Inspection	30222220	Observatory Park
10024210	Engineering	30522250	Riverside Park
10024214	Traffic Signals	30622260	Skate Park
10024220	Streets	30822280	Project Planning
10024224	Storm Drains	31022700	Museum Grant
10514000	Police - City Attorney	31122870	Alex Rorabaugh Recreation Center
10520210	Patrol	31217100	Downtown Business Improvement District
10520214	Police Reserves	50524210	Engineering - Signalization Fund
10520216	COPS Grant	50624210	Capital Engineering
10520218	Police - CSO	50824210	SB325 - Engineering
10520224	Police - Major Crimes Task Force	50824220	SB325 - Streets
10521210	Fire Administration	50924210	STP - Engineering
10521312	Fire Volunteer Station	50924220	STP - Streets
20112400	Worker's Compensation Fund	51024220	Trans - Traffic Slurry Seal
20212400	Liability Fund	510X9999	Trans -Traffic Project
20324100	Garage Fund	60217441	Grant - CDBG 602
20413500	Purchasing Fund	60317442	Grant - HOME 603
20513300	Billing and Collections	60417441	Grant - CDBG 604
20514000	Billing and Collections - City Attorney	60517442	Grant - HOME 605
20524412	Water Department - Meter Readers	60517461	First Time Homebuyer Program

List of Checks Presented for Approval on 11/6/2015

The following list of bills payable was reviewed and approved for payment.

 11-6-15
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV192937	SUPPLIES	\$117.90	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.12)
				20324100-58510	REIMBRSABLE JOBS	\$0.12
				20324100-58510	REIMBRSABLE JOBS	\$117.90
					Vendor Total:	\$117.90
AIMEE SHIELDS	NOV 15	TRANSCRIPTION SERVICES	\$2,500.00	63520210-52100	CONTRACTED SERVICES	\$2,500.00
					Vendor Total:	\$2,500.00
ALHAMBRA NATIONAL WATER	12926652 102815	DRINKING WATER SERVICES, FYE 2	\$134.07	10520210-54100	SUPPLIES	\$67.04
				20620231-54100	SUPPLIES	\$67.03
					Vendor Total:	\$134.07
ALLEN JAMES	DV102615	INSTRUCTOR	\$700.00	10022850-52100	CONTRACTED SERVICES	\$700.00
					Vendor Total:	\$700.00
ALONZO FRIAS	DV102615	REIMBURSE FOR D2 EXAM FEE AND CERTIFICATE FEE	\$125.00	82024411-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$125.00
					Vendor Total:	\$125.00
AMADOU CAMARA	DV103015	INSTRUCTOR	\$179.20	10022850-52100	CONTRACTED SERVICES	\$179.20
					Vendor Total:	\$179.20

List of Checks Presented for Approval on 11/6/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AMERICAN WATER WORKS ASSOCIATION	DV102615	ANNUAL DUES	\$1,993.00	82024411-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,993.00
					Vendor Total:	\$1,993.00
ARROW FENCING	75183	FENCING	\$1,000.00	77725200-56300	BUILDING MAINT. & REPAIR	\$1,000.00
					Vendor Total:	\$1,000.00
AT&T	OCT 15	911 SYSTEM	\$223.51	20620231-52100	CONTRACTED SERVICES	\$223.51
	000007148628	TELEPHONE	\$5,981.61	10022100-52180	SECURITY SERVICES	\$244.48
				10010000-55100	TELEPHONE	\$43.44
				10011100-55100	TELEPHONE	\$22.63
				10012100-55100	TELEPHONE	\$84.19
				10012200-55100	TELEPHONE	\$58.03
				10013400-55100	TELEPHONE	\$53.63
				10014000-55100	TELEPHONE	\$21.98
				10016100-55100	TELEPHONE	\$45.25
				10022100-55100	TELEPHONE	\$18.37
				10022300-55100	TELEPHONE	\$21.29
				10022810-55100	TELEPHONE	\$98.54
				10022840-55100	TELEPHONE	\$9.65
				10023100-55100	TELEPHONE	\$51.94
				10023320-55100	TELEPHONE	\$22.63
				10024210-55100	TELEPHONE	\$61.58
				10024220-55100	TELEPHONE	\$46.14
				10520210-55100	TELEPHONE	\$1,596.16

List of Checks Presented for Approval on 11/6/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000007148628	TELEPHONE	\$5,981.61	10521210-55100	TELEPHONE	\$371.50
				20324100-55100	TELEPHONE	\$56.43
				20413500-55100	TELEPHONE	\$27.44
				20513300-55100	TELEPHONE	\$142.69
				20620231-55100	TELEPHONE	\$134.28
				20822500-55100	TELEPHONE	\$40.56
				20824300-55100	TELEPHONE	\$185.11
				20922900-55100	TELEPHONE	\$42.29
				64020213-55100	TELEPHONE	\$13.01
				69122700-55100	TELEPHONE	\$395.73
				70024500-55100	TELEPHONE	\$12.99
				72022400-55100	TELEPHONE	\$211.10
				73022600-55100	TELEPHONE	(\$0.01)
				73022600-55100	TELEPHONE	\$350.51
				77725200-55100	TELEPHONE	\$118.00
				80026130-55100	TELEPHONE	\$213.04
				80026330-55100	TELEPHONE	\$220.98
				80026400-55100	TELEPHONE	\$208.97
				82024410-55100	TELEPHONE	\$78.37
				82024410-55100	TELEPHONE	\$245.84
				82024411-55100	TELEPHONE	\$68.45
				84024420-55100	TELEPHONE	\$45.89
				84024425-55100	TELEPHONE	\$298.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
					Vendor Total:	\$6,205.12
CA PEACE OFFICERS ASSOC	DV102815	ANNUAL MEMBERSHIP DUES	\$625.00	10520210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$625.00
					Vendor Total:	\$625.00
CAROLLO ENGINEERS INC	0144444	DESIGN PHASES I&II RECYCLED WA	\$3,112.60	84424422-80230	INFRASTRUCTURE	\$3,112.60
	0143662	DESIGN PHASES I&II RECYCLED WA	\$11,345.78	84424422-80230	INFRASTRUCTURE	\$11,345.78
					Vendor Total:	\$14,458.38
CEDRIC CROOK	06880D	REIMBURSE MEETING SUPPLIES	\$117.11	10520210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$117.11
					Vendor Total:	\$117.11
CHARLES LEBAK	SF-D 9187	IN HOUSE INVESTIGATION	\$300.00	10520210-54202	MAJOR CRIME INVETIGATIONS	\$300.00
					Vendor Total:	\$300.00
CLEAR INC	DV102815	MEMBERSHIP RENEWAL	\$50.00	20620231-57100	CONFERENCE & TRAINING	\$50.00
					Vendor Total:	\$50.00
COMCAST	OCT 15	INTERNET SERVICES	\$146.98	73022600-55100	TELEPHONE	\$146.98
					Vendor Total:	\$146.98
COMPUTER OPTIONS INC	BILL36785	IT SERVICES	\$1,800.00	20922900-52100	CONTRACTED SERVICES	\$1,800.00
	BILL36879	IT SERVICES	\$2,475.00	20922900-52100	CONTRACTED SERVICES	\$2,475.00
					Vendor Total:	\$4,275.00
COUNTY OF MENDOCINO	NOV 15	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
					Vendor Total:	\$50.00
CRAIG CARSON SR	DV102815	INSTRUCTOR	\$224.00	10022850-52100	CONTRACTED SERVICES	\$224.00
					Vendor Total:	\$224.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DANIEL STEEL & MACHINE INC	13169	PARTS	\$648.69	10521210-56130	EXTERNAL SERVICES	\$648.69
	13171	EQUIPMENT REPAIR	\$103.95	84024425-56130	EXTERNAL SERVICES	\$103.95
Vendor Total:						\$752.64
DAPHINE HARRIS - PETTY CASH	110515	REPLENISH PETTY CASH	\$186.68	90000000-23226	CONCERT SERIES	\$25.17
				10024210-57100	CONFERENCE & TRAINING	\$13.71
				73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$20.54
				90000000-23243	FAMILY FUN IN THE SUN	\$5.25
				90000000-23243	FAMILY FUN IN THE SUN	\$6.47
				10016100-54160	HR - CITY LIABILITY & CONTRACT	\$17.97
				10016100-54163	HR - INTERVIEW SUPPLIES	\$6.75
				10016100-54163	HR - INTERVIEW SUPPLIES	\$15.10
				90000000-23242	JULY 4TH PICNIC IN THE PARK	\$9.79
				10016100-54101	POSTAGE	\$4.77
				10022832-54100	SUPPLIES	\$21.61
				10022832-54100	SUPPLIES	\$21.74
				20513300-54100	SUPPLIES	\$1.69
				73022600-54100	SUPPLIES	\$13.12
				84024420-54100	SUPPLIES	\$3.00
Vendor Total:						\$186.68
DEEP VALLEY SECURITY	285301.	SECURITY SYSTEM AT OBSERVATORY	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	285301	ALARM SERVICES AS REQUIRED, FY	\$479.45	10022100-52180	SECURITY SERVICES	\$56.90

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	285301	ALARM SERVICES AS REQUIRED, FY	\$479.45	10022822-52180	SECURITY SERVICES	\$22.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$27.25
				69122700-52180	SECURITY SERVICES	\$85.90
				73022600-52180	SECURITY SERVICES	\$41.90
				73022600-52180	SECURITY SERVICES	\$74.90
				80026400-52180	SECURITY SERVICES	\$24.50
				82024410-52180	SECURITY SERVICES	\$28.62
				82024411-52180	SECURITY SERVICES	\$44.95
				84024421-52180	SECURITY SERVICES	\$28.63
				Vendor Total:		
DEPT OF FORESTRY & FIRE PROT	130060	PUBLIC WORKS AND RELATED SERVI	\$2,479.18	10024220-52100	CONTRACTED SERVICES	\$2,479.18
				Vendor Total: \$2,479.18		
DONALD KNIGHT	18654	SIGNAGE AS NEEDED	\$8.61	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.04)
				84024425-56130	EXTERNAL SERVICES	\$0.04
				84024425-56130	EXTERNAL SERVICES	\$8.61
				Vendor Total: \$8.61		
EEL RIVER FUELS	431836	MISC FUEL AND OIL AS NEEDED, F	\$74.97	84024425-56210	FUEL & FLUIDS	\$74.97
				Vendor Total: \$74.97		
GRILL BROS PARTNERSHIP	189425-1	EQUIPMENT & MACHINERY RENTAL A	\$770.80	10024220-52100	CONTRACTED SERVICES	\$770.80
				Vendor Total: \$770.80		

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
HARTFORD RETIREE PREMIUM ACCT	50011-NOV-15	RETIREE HEALTH INSURANCE	\$3,076.50	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,076.50
					Vendor Total:	\$3,076.50
HD SUPPLY POWER SOLUTIONS LTD PORTLAND	2908923-00	SUPPLIES	\$133.00	80000000-12104	INVENTORY - PURCHASES	\$133.00
					Vendor Total:	\$133.00
HOME ENERGY ASSISTANCE PROGRAM	101612-0	UTILITY REFUND	\$88.12	90100000-10421	UTILITY RECEIVABLES CLEARING	\$88.12
					Vendor Total:	\$88.12
ICMA	FY 15/16	MEMBERSHIP DUES	\$1,292.24	10012400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,292.24
					Vendor Total:	\$1,292.24
INTERWEST CONSULTING GROUP INC	23803	GIS SERVICES - ON-CALL AND AS	\$1,785.00	80026400-52100	CONTRACTED SERVICES	\$1,785.00
	23429	GIS SERVICES - ON-CALL AND AS	\$2,073.75	80026400-52100	CONTRACTED SERVICES	\$2,073.75
					Vendor Total:	\$3,858.75
JARROD MEYER	11/19/15	TRAVEL ADVANCE	\$45.00	10022100-57100	CONFERENCE & TRAINING	\$45.00
					Vendor Total:	\$45.00
KAREN JACOBSON TODD	DV102615	INSTRUCTOR	\$297.50	10022850-52100	CONTRACTED SERVICES	\$297.50
					Vendor Total:	\$297.50
KAREN POPLAWSKI	DV102215	INSTRUCTOR	\$154.70	10022850-52100	CONTRACTED SERVICES	\$154.70
	DV102715	INSTRUCTOR	\$154.70	10022850-52100	CONTRACTED SERVICES	\$154.70
					Vendor Total:	\$309.40
KARIN RONK	11/16 - 11/19/15	TRAVEL ADVANCE	\$450.14	20620231-57100	CONFERENCE & TRAINING	\$450.14
					Vendor Total:	\$450.14

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KEVIN MURRAY	UA102815	UNIFORM ALLOWANCE	\$284.36	10520210-51270	UNIFORM ALLOWANCE	\$284.36
					Vendor Total:	\$284.36
KHADER ASFOUR	STMT 9/30/15	CAR WASHES & INTERIOR CLEANING	\$413.00	20324100-52100	CONTRACTED SERVICES	\$23.00
				10520210-56130	EXTERNAL SERVICES	\$390.00
					Vendor Total:	\$413.00
KIMBALL MIDWEST	4510221	SUPPLIES	\$15.25	84024421-56130	EXTERNAL SERVICES	\$15.25
					Vendor Total:	\$15.25
LYNN PEAVEY COMPANY	SF-D 9181	SUPPLIES	\$134.94	10520210-54201	PRISONER EXPENSE	\$134.94
					Vendor Total:	\$134.94
MARGARET AGNEW	DV102715	INSTRUCTOR	\$154.70	10022850-52100	CONTRACTED SERVICES	\$154.70
					Vendor Total:	\$154.70
MATHESON TRI-GAS INC	12073719	OXYGEN & MISC AS NEEDED, FYE 2	\$26.45	80026130-54100	SUPPLIES	\$26.45
					Vendor Total:	\$26.45
MENDOCINO ANIMAL HOSPITAL	102927	VETERINARY SERVICES	\$123.50	10520210-54100	SUPPLIES	\$123.50
					Vendor Total:	\$123.50
MENDOCINO COUNTY	DV110615	CONTRIBUTION TOWARD OPENING, OPERATION OF SHELTER	\$30,000.00	10012400-52100	CONTRACTED SERVICES	\$30,000.00
	DV90815	ENCROACHMENT PERMIT FEE	\$500.00	80026400-80230	INFRASTRUCTURE	\$500.00
					Vendor Total:	\$30,500.00
MENDOCINO COUNTY TAX COLLECTOR	DV103015	PROPERTY TAXES	\$398.70	25100000-39032	ORR CREEK IMPROVEMENTS FUND BA	\$398.70
					Vendor Total:	\$398.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	10211	ACIDS & BASES PER GALLON	\$27.50	84024425-54100	SUPPLIES	\$27.50
					Vendor Total:	\$27.50
MICHELLE MORSE	11/15 - 11/20/15	TRAVEL ADVANCE	\$955.31	10520210-57100	CONFERENCE & TRAINING	\$955.31
					Vendor Total:	\$955.31
MICROFLEX CORP #774353	IN1612255	SUPPLIES	\$338.97	10520210-54201	PRISONER EXPENSE	\$338.97
					Vendor Total:	\$338.97
MOIRS	126833	MISC POOL SUPPLIES AS NEEDED,	(\$240.00)	82024411-58202	WATER TREATMENT PLANT CHEMICAL	(\$240.00)
	126697	MISC POOL SUPPLIES AS NEEDED,	(\$130.00)	82024411-58202	WATER TREATMENT PLANT CHEMICAL	(\$130.00)
	126462	MISC POOL SUPPLIES AS NEEDED,	(\$100.00)	82024411-58202	WATER TREATMENT PLANT CHEMICAL	(\$100.00)
	126626	MISC POOL SUPPLIES AS NEEDED,	\$161.75	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$161.75
	126481	MISC POOL SUPPLIES AS NEEDED,	\$188.40	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$188.40
	126820	MISC POOL SUPPLIES AS NEEDED,	\$212.58	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$212.58
	126484	MISC POOL SUPPLIES AS NEEDED,	\$352.58	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$352.58
	126695	MISC POOL SUPPLIES AS NEEDED,	\$352.58	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$352.58
	126857	MISC POOL SUPPLIES AS NEEDED,	\$776.03	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$776.03
					Vendor Total:	\$1,573.92
NIXLE LLC	MNX01630	Application Service Provider (	\$8,500.00	20922900-54320	SOFTWARE	\$8,500.00
					Vendor Total:	\$8,500.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NOBLE WAIDELICH	UA102215	UNIFORM ALLOWANCE	\$146.37	10520210-51270	UNIFORM ALLOWANCE	\$146.37
					Vendor Total:	\$146.37
ONE TIME PAY VENDOR	113503-7	UTILITY REFUND	\$6.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$6.00
	112503-8	UTILITY REFUND	\$18.84	90100000-10421	UTILITY RECEIVABLES CLEARING	\$18.84
	112204-3	UTILITY REFUND	\$47.13	90100000-10421	UTILITY RECEIVABLES CLEARING	\$47.13
	111590-6	UTILITY REFUND	\$143.69	90100000-10421	UTILITY RECEIVABLES CLEARING	\$143.69
	76567-7	UTILITY REFUND	\$157.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$157.00
	112487-4	UTILITY REFUND	\$178.55	90100000-10421	UTILITY RECEIVABLES CLEARING	\$178.55
					Vendor Total:	\$551.21
OREN THOMPSON	01-019333-04	MISC PARTY RENTALS & SUPPLIES	\$324.38	90000000-23219	PUMPKINFEST	\$324.38
					Vendor Total:	\$324.38
PAUL & HING CHAN FAMILY ENT LP	NOV 15	RENTAL FACILITY	\$1,365.00	10022100-52600	RENT	\$1,365.00
					Vendor Total:	\$1,365.00
PG&E CO	OCT 15	UTILITIES	\$3,095.72	31122870-55210	UTILITIES	\$3,095.72
					Vendor Total:	\$3,095.72
POWER INDUSTRIES INC	694512	PARTS	\$5.43	84024425-56130	EXTERNAL SERVICES	\$5.43
					Vendor Total:	\$5.43
PUBLIC FINANCIAL MANAGEMENT	PFM-60099	FINANCIAL ADVISORY SERVICES	\$5,823.72	10015100-52100	CONTRACTED SERVICES	\$5,823.72
					Vendor Total:	\$5,823.72

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RAU & ASSOCIATES INC	201500207	Surveyor Services, Land	\$2,900.00	30022200-52100	CONTRACTED SERVICES	\$2,900.00
					Vendor Total:	\$2,900.00
REDWOOD COAST FUELS	1742855.1	CARDLOCK FUEL PURCHASES, FYE 2	\$694.42	10024210-56210	FUEL & FLUIDS	\$35.47
				10520210-56210	FUEL & FLUIDS	\$31.48
				10520210-56210	FUEL & FLUIDS	\$81.31
				10520224-56210	FUEL & FLUIDS	\$227.89
				20324100-56210	FUEL & FLUIDS	\$120.81
				20822500-56210	FUEL & FLUIDS	\$197.46
					Vendor Total:	\$694.42
REOA LTD	1008	OFFICIATING OF ADULT SOFTBALL	\$6,165.00	10022822-52100	CONTRACTED SERVICES	\$6,165.00
					Vendor Total:	\$6,165.00
REXEL INC	H906611	MISC ELECTRICAL SUPPLIES AS NE	\$65.20	82024411-56300	BUILDING MAINT. & REPAIR	\$65.20
	H590644	MISC ELECTRICAL SUPPLIES AS NE	\$122.14	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.57)
				80000000-12104	INVENTORY - PURCHASES	\$0.57
				80000000-12104	INVENTORY - PURCHASES	\$122.14
	H618294	MISC ELECTRICAL SUPPLIES AS NE	\$146.35	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.68)
				80100000-80230	INFRASTRUCTURE	\$0.68
				80100000-80230	INFRASTRUCTURE	\$146.35
	H918425	MISC ELECTRICAL SUPPLIES AS NE	\$71.88	80100000-80230	INFRASTRUCTURE	\$71.88
	H905917	MISC ELECTRICAL SUPPLIES AS NE	\$4.47	20824300-54100	SUPPLIES	\$4.47
					Vendor Total:	\$410.04

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RICHARD THORNTON DBA TELECOM	7777	BUILDING MAINTENANCE, INSTALLA	\$1,102.50	20620231-54100	SUPPLIES	\$1,102.50
					Vendor Total:	\$1,102.50
ROBERT RAMSEIER	UA102215	UNIFORM ALLOWANCE	\$246.22	10521210-51270	UNIFORM ALLOWANCE	\$246.22
					Vendor Total:	\$246.22
RONALD DONOHUE	10/18 - 10/29/15.	REIMBURSE TRAVEL EXPENSE	\$174.03	10520210-57100	CONFERENCE & TRAINING	\$174.03
					Vendor Total:	\$174.03
SCOTT SHAVER	291968	REIMBURSE SUPPLIES	\$26.66	20922900-54100	SUPPLIES	\$26.66
					Vendor Total:	\$26.66
SHERI MANNION	10/25 - 10/28/15.	REIMBURSE TRAVEL EXPENSE	\$10.47	10016100-57100	CONFERENCE & TRAINING	\$10.47
					Vendor Total:	\$10.47
SILVA SEPTIC INC	61085	PORTABLE RENTAL	\$173.00	10024220-52100	CONTRACTED SERVICES	\$173.00
	60746	PORTABLE RESTROOM/LINE CLEANING	\$551.31	10024220-52100	CONTRACTED SERVICES	\$551.31
					Vendor Total:	\$724.31
SLAM DUNK PIZZA	DV102815	EUD MEETING/LUNCHEON	\$192.02	80026110-54100	SUPPLIES	\$192.02
					Vendor Total:	\$192.02
STATE WATER RESOURCES CONTROL BOARD	92659	PREPARATION OF ESTIMATION LETTER	\$61.30	10012400-52100	CONTRACTED SERVICES	\$61.30
	LW-1001836	DRINKING WATER PROGRAM FEES	\$11,684.93	82024411-59101	FEES	\$11,684.93
	DV103015	CERTIFICATION RENEWAL FEE	\$300.00	84024425-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
					Vendor Total:	\$12,046.23

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TARGET SOLUTIONS	INV0000001015 4	PREMIER MAMBERSHIP ANNUAL RENE	\$1,394.00	10521210-57100	CONFERENCE & TRAINING	\$1,394.00
					Vendor Total:	\$1,394.00
TRINIDAD ARTEAGA	342120	TOOLS	\$51.85	20324100-54102	SMALL TOOLS	\$51.85
	341890	TOOLS	\$125.26	20324100-54102	SMALL TOOLS	\$125.26
					Vendor Total:	\$177.11
TYLER TECHNOLOGIES INC	045-121121	Software Maintenance/Support	\$10,877.06	10013400-52100	CONTRACTED SERVICES	\$2,175.41
				10016100-52100	CONTRACTED SERVICES	\$335.01
				10023100-52100	CONTRACTED SERVICES	\$978.93
				20413500-52100	CONTRACTED SERVICES	\$1,305.25
				20513300-52100	CONTRACTED SERVICES	\$2,719.27
				77713400-52100	CONTRACTED SERVICES	\$217.54
				77716100-52100	CONTRACTED SERVICES	\$4.35
				80013400-52100	CONTRACTED SERVICES	\$1,087.71
				80016100-52100	CONTRACTED SERVICES	\$52.21
				82013400-52100	CONTRACTED SERVICES	\$978.94
				82016100-52100	CONTRACTED SERVICES	\$21.75
				84013400-52100	CONTRACTED SERVICES	\$978.94
				84016100-52100	CONTRACTED SERVICES	\$21.75
	045-126537	Data Recovery Services	\$12,545.40	10013400-52100	CONTRACTED SERVICES	\$6,272.70
				10016100-52100	CONTRACTED SERVICES	\$501.82
				10023100-52100	CONTRACTED SERVICES	\$1,129.09
				20413500-52100	CONTRACTED SERVICES	\$1,505.45

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TYLER TECHNOLOGIES INC	045-126537	Data Recovery Services	\$12,545.40	20513300-52100	CONTRACTED SERVICES	\$3,136.34
					Vendor Total:	\$23,422.46
UKIAH DAILY JOURNAL	5582080	NEWSPAPER PUBLICATION SERVICES	\$88.89	10011100-52150	LEGAL SERVICES/EXPENSES	\$88.89
	5571713	NEWSPAPER PUBLICATION SERVICES	\$109.72	10011100-52150	LEGAL SERVICES/EXPENSES	\$109.72
					Vendor Total:	\$198.61
UKIAH FORD INC	FOCS129043	PARTS & SERVICE REPAIRS AS NEE	\$315.04	10024220-56130	EXTERNAL SERVICES	\$315.04
					Vendor Total:	\$315.04
UKIAH OXYGEN	417391	EQUIPMENT MAINTENANCE	\$85.11	84024425-52100	CONTRACTED SERVICES	\$85.11
	417377	EQUIPMENT MAINTENANCE	\$1,025.43	84024425-52100	CONTRACTED SERVICES	\$1,025.43
					Vendor Total:	\$1,110.54
UKIAH PAPER SUPPLY	I448724	JANITORIAL SUPPLIES, MISC AS N	\$17.18	10520210-54201	PRISONER EXPENSE	\$17.18
	448910	JANITORIAL SUPPLIES, MISC AS N	\$314.99	90000000-23219	PUMPKINFEST	\$314.99
	447998	JANITORIAL SUPPLIES, MISC AS N	\$679.91	90000000-23219	PUMPKINFEST	\$679.91
	I448939	JANITORIAL SUPPLIES, MISC AS N	\$81.73	10022100-54100	SUPPLIES	\$81.73
	I447622	JANITORIAL SUPPLIES, MISC AS N	\$87.95	10022100-54100	SUPPLIES	\$87.95
	I447879	JANITORIAL SUPPLIES, MISC AS N	\$138.08	31122870-54100	SUPPLIES	\$138.08
	448993	JANITORIAL SUPPLIES, MISC AS N	\$43.24	73022600-54100	SUPPLIES	\$43.24
	I438899	JANITORIAL SUPPLIES, MISC AS N	\$415.84	73022600-54100	SUPPLIES	\$415.84
	I448185	JANITORIAL SUPPLIES, MISC AS N	\$122.01	77725200-54100	SUPPLIES	\$122.01

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	I448005	JANITORIAL SUPPLIES, MISC AS N	\$347.96	77725200-54100	SUPPLIES	\$347.96
	I448685	JANITORIAL SUPPLIES, MISC AS N	\$253.24	80026400-54100	SUPPLIES	\$253.24
	I449060	JANITORIAL SUPPLIES, MISC AS N	\$271.48	84024425-54100	SUPPLIES	\$271.48
	Vendor Total: -----					\$2,773.61
VERIZON WIRELESS	9754220683	CELL PHONES	\$941.85	10023100-54100	SUPPLIES	\$38.01
				10024210-55100	TELEPHONE	\$63.35
				10024220-55100	TELEPHONE	\$25.21
				10520210-55100	TELEPHONE	\$76.02
				20922900-55100	TELEPHONE	\$308.48
				77725200-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$152.04
				82024410-55100	TELEPHONE	\$25.34
				82024410-55100	TELEPHONE	\$38.01
				82024411-55100	TELEPHONE	\$38.01
				84024420-55100	TELEPHONE	\$25.34
				84024421-55100	TELEPHONE	\$114.03
Vendor Total: -----					\$941.85	
WALMART COMMUNITY	00009	MISC ITEMS AS NEEDED, FYE 2016	\$4.29	90000000-23219	PUMPKINFEST	\$4.29
	07346	MISC ITEMS AS NEEDED, FYE 2016	\$17.47	90000000-23219	PUMPKINFEST	\$11.03
				10022840-54100	SUPPLIES	\$6.44
	03124	MISC ITEMS AS NEEDED, FYE 2016	\$29.72	90000000-23219	PUMPKINFEST	\$14.72
				10022840-54100	SUPPLIES	\$15.00

List of Checks Presented for Approval on 11/6/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WALMART COMMUNITY	01432	MISC ITEMS AS NEEDED, FYE 2016	\$86.24	90000000-23219	PUMPKINFEST	\$43.12
				10022840-54100	SUPPLIES	\$43.12
	03123	MISC ITEMS AS NEEDED, FYE 2016	\$92.97	90000000-23219	PUMPKINFEST	\$92.97
	09713	MISC ITEMS AS NEEDED, FYE 2016	\$141.03	63020210-54100	SUPPLIES	\$141.03
	Vendor Total:					\$371.72
WECO INDUSTRIES LLC	0035112-IN	SUPPLIES	\$173.05	84024421-54100	SUPPLIES	\$173.05
						Vendor Total:
WESTERN HILLS HOMEOWNERS ASSOC	1131	MEMBER DUES BY QTR	\$225.00	10012400-52100	CONTRACTED SERVICES	\$225.00
						Vendor Total:
WILLOW COUNTY WATER DIST	OCT 15	WATER SERVICES	\$20.00	31122870-55210	UTILITIES	\$20.00
	OCT15	WATER SERVICES	\$27.61	31122870-55210	UTILITIES	\$27.61
	OCT 15.	WATER SERVICES	\$23.68	84024425-58201	WATER PURCHASES	\$23.68
	Vendor Total:					\$71.29
INVOICE TOTAL:						\$158,168.30

List of Checks Presented for Approval on 11/13/2015

The following list of bills payable was reviewed and approved for payment.

 11-10-15
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	273997	MISC RENTAL & SUPPLIES AS NEED	\$89.07	84024421-56130	EXTERNAL SERVICES	\$89.07
Vendor Total:						\$89.07
AFLAC GROUP INSURANCE	A059399100	NOV 2015 CRITICAL CARE INS	\$563.38	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$563.38
Vendor Total:						\$563.38
AL SMATSKY	19	DESIGN, ENGINEERING & CONSULTAN	\$8,426.53	80026400-52100	CONTRACTED SERVICES	\$8,426.53
Vendor Total:						\$8,426.53
ALPHA ANALYTICAL LABORATORIES INC	5102693-UKIAH	MISCELLANEOUS LAB WORK AS NEED	\$44.00	82024411-52100	CONTRACTED SERVICES	\$44.00
	5103020- UKIAHSTP	MISCELLANEOUS LAB WORK AS NEED	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00
	5103411- UKIAHSTP	MISCELLANEOUS LAB WORK AS NEED	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00
	5101944- UKIAHSTP	MISCELLANEOUS LAB WORK AS NEED	\$679.00	84024425-52100	CONTRACTED SERVICES	\$679.00
Vendor Total:						\$1,265.00
ALSCO-AMERICAN LINEN DIVISION	LSRO846875	LAUNDRY AND LINEN SERVICES	\$31.00	20324100-52100	CONTRACTED SERVICES	\$31.00
	LSRO862975	LAUNDRY AND LINEN SERVICES	\$194.86	20324100-52100	CONTRACTED SERVICES	\$194.86
	LSRO859917	LAUNDRY AND LINEN SERVICES	\$196.81	20324100-52100	CONTRACTED SERVICES	\$196.81
Vendor Total:						\$422.67

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT BATTERY CO	SF-D 18555	WWTP BATTERY	\$185.74	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$185.74
					Vendor Total:	\$185.74
B & B INDUSTRIAL SUPPLY INC	173558	MISC MATERIALS AS NEEDED, FYE	\$5.40	20822500-56300	BUILDING MAINT. & REPAIR	\$5.40
	173588	MISC MATERIALS AS NEEDED, FYE	(\$20.10)	82024411-56300	BUILDING MAINT. & REPAIR	(\$20.10)
	173478	MISC MATERIALS AS NEEDED, FYE	\$20.10	82024411-56300	BUILDING MAINT. & REPAIR	\$20.10
	173098	MISC MATERIALS AS NEEDED, FYE	\$15.16	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$15.16
	173083	MISC MATERIALS AS NEEDED, FYE	\$3.18	10022100-56130	EXTERNAL SERVICES	\$3.18
	173025	MISC MATERIALS AS NEEDED, FYE	\$6.34	10520210-56130	EXTERNAL SERVICES	\$6.34
	173651	MISC MATERIALS AS NEEDED, FYE	\$6.49	10520210-56130	EXTERNAL SERVICES	\$6.49
	173618	MISC MATERIALS AS NEEDED, FYE	\$30.57	10520210-56130	EXTERNAL SERVICES	\$30.57
	172937	MISC MATERIALS AS NEEDED, FYE	\$81.98	10024220-54120	PW - SPECIAL SUPPLIES	\$81.98
	173470	PIPE, TUBING, AND ACCESSORIES	\$3,070.32	10024220-54120	PW - SPECIAL SUPPLIES	\$3,070.32
	173594	MISC MATERIALS AS NEEDED, FYE	\$10.86	82024414-54100	SUPPLIES	\$10.86
					Vendor Total:	\$3,230.30
BELKORP AG	197731	PARTS	\$45.99	10022100-56130	EXTERNAL SERVICES	\$45.99
	197770	PARTS	\$82.46	10022100-56130	EXTERNAL SERVICES	\$82.46
	196816	PARTS	\$116.24	10022100-56130	EXTERNAL SERVICES	\$116.24
					Vendor Total:	\$244.69
BORIS PROKOP	UKIAH-2015-03	ASSIST EUD WITH REGULATORY & M	\$14,080.00	80026400-52100	CONTRACTED SERVICES	\$14,080.00
					Vendor Total:	\$14,080.00

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BOUTIN JONES INC	87491	LEGAL RETAINER FOR UVSD LITIGA	\$4,468.71	84424422-52100	CONTRACTED SERVICES	\$4,468.71
					Vendor Total:	\$4,468.71
BUSINESS CARD	SF-18664	PURCHASING CREDIT CARD, MISC P	\$80.66	84024425-56300	BUILDING MAINT. & REPAIR	\$5.58
				84024425-56300	BUILDING MAINT. & REPAIR	\$80.66
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.09)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.35)
				90000000-23013	STATE USE TAX LIABILITY	(\$5.14)
	10/6 - 10/7/15	PURCHASING CREDIT CARD, MISC P	\$230.69	20413500-57100	CONFERENCE & TRAINING	\$230.69
	SF-15852	PURCHASING CREDIT CARD, MISC P	\$27.74	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.13)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.86)
				80026400-54100	SUPPLIES	\$2.02
				80026400-54100	SUPPLIES	\$27.74
	SF-18663	PURCHASING CREDIT CARD, MISC P	\$127.04	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.62)
				84024425-54100	SUPPLIES	\$9.35
				84024425-54100	SUPPLIES	\$127.04
	R3121577	PURCHASING CREDIT CARD, MISC P	\$206.03	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.03)
				90000000-23013	STATE USE TAX LIABILITY	(\$15.46)

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail					
BUSINESS CARD	R3121577	PURCHASING CREDIT CARD, MISC P	\$206.03	20922900-54100	SUPPLIES	\$16.75			
				20922900-54100	SUPPLIES	\$206.03			
	SF-18654	PURCHASING CREDIT CARD, MISC P	\$771.25	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.94)			
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.75)			
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$60.94			
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$771.25			
				90000000-23013	STATE USE TAX LIABILITY	(\$56.25)			
				SF-18662	PURCHASING CREDIT CARD, MISC P	\$1,009.97	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.27)
							90000000-23237	DISTRICT USE TAX-MEASURE S	(\$5.05)
90000000-23013	STATE USE TAX LIABILITY	(\$75.75)							
63020210-54100	SUPPLIES	\$82.07							
63020210-54100	SUPPLIES	\$1,009.97							
ORD285847	CLOTHING: ATHLETIC, CASUAL, DR	\$1,360.75	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.70)				
			90000000-23237	DISTRICT USE TAX-MEASURE S	(\$6.81)				
			90000000-23013	STATE USE TAX LIABILITY	(\$102.06)				
			10022300-54100	SUPPLIES	\$110.57				
			10022300-54100	SUPPLIES	\$1,360.75				
E34729	COMPUTER HARDWARE AND PERIPHER	\$5,589.08	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$6.99)				
			90000000-23237	DISTRICT USE TAX-MEASURE S	(\$27.95)				
			22022900-80100	MACHINERY & EQUIPMENT	\$454.13				
			22022900-80100	MACHINERY & EQUIPMENT	\$5,589.08				
			90000000-23013	STATE USE TAX LIABILITY	(\$419.19)				

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SF-18665	PURCHASING CREDIT CARD, MISC P	\$172.86	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$172.86
	SF-18666	PURCHASING CREDIT CARD, MISC P	\$202.85	20922900-54100	SUPPLIES	\$202.85
	112-4808427-8329045	PURCHASING CREDIT CARD, MISC P	\$954.33	20922900-54100	SUPPLIES	\$954.33
	107-3999107-1642659	PURCHASING CREDIT CARD, MISC P	\$124.18	80026400-54100	SUPPLIES	\$124.18
	107-6932588-1601869	PURCHASING CREDIT CARD, MISC P	\$128.47	80026400-54100	SUPPLIES	\$128.47
	Vendor Total:					\$10,985.90
CA CONTRACTORS SUPPLIES INC	CR 73867	RETURNED SUPPLIES	(\$260.95)	10024220-54120	PW - SPECIAL SUPPLIES	(\$260.95)
	T 43867	SUPPLIES	\$260.95	10024220-54120	PW - SPECIAL SUPPLIES	\$260.95
	T 1223	SUPPLIES	\$456.49	10024220-54120	PW - SPECIAL SUPPLIES	\$456.49
	Vendor Total:					\$456.49
CA PEACE OFFICERS ASSOC	2696584	CLASS REGISTRATION FEE	\$250.00	10520210-57100	CONFERENCE & TRAINING	\$250.00
	Vendor Total:					\$250.00
CALPERS	100000014647681	UNFUNDED ACCRUED LIABILITY	\$42,934.00	10520210-51211	PERS UNFUNDED LIABILITY	\$42,934.00
	100000014647671	UNFUNDED ACCRUED LIABILITY	\$23,263.00	10521210-51211	PERS UNFUNDED LIABILITY	\$23,263.00
	Vendor Total:					\$66,197.00
CAROLLO ENGINEERS INC	0144791	DESIGN PHASES I&II RECYCLED WA	\$20,035.94	84424422-80230	INFRASTRUCTURE	\$20,035.94
	Vendor Total:					\$20,035.94
CINDY SAUERS	TER 10/26 - 10/28/15	TRAVEL REIMBURSEMENT	\$457.40	80026400-57100	CONFERENCE & TRAINING	\$457.40
	Vendor Total:					\$457.40
CITY CLERKS ASSOC	DV110515	TRAINING REGISTRATION FEE	\$175.00	10011100-57100	CONFERENCE & TRAINING	\$175.00
	Vendor Total:					\$175.00

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CLARK PEST CONTROL	17585873	PEST CONTROL SVCS	\$90.00	82024410-52100	CONTRACTED SERVICES	\$90.00
					Vendor Total:	\$90.00
COMPUTER OPTIONS INC	BILL36959	IT SERVICES	\$2,250.00	20922900-52100	CONTRACTED SERVICES	\$2,250.00
					Vendor Total:	\$2,250.00
COOPER COMPLIANCE CORPORATION	1320	COMPLIANCE RPT SVCS TO MEET FE	\$2,666.67	80026400-52100	CONTRACTED SERVICES	\$2,666.67
					Vendor Total:	\$2,666.67
CRAWFORD & ASSOC INC	508	ENGINEERING SERVICES - HYDROELE	\$3,334.15	80026330-52100	CONTRACTED SERVICES	\$3,334.15
					Vendor Total:	\$3,334.15
CUES	444846	PARTS	\$522.97	84024421-56130	EXTERNAL SERVICES	\$522.97
					Vendor Total:	\$522.97
DAVID RAPPORT	6307	LEGAL SERVCIES FOR FY 15/16	\$17,974.44	84424422-52100	CONTRACTED SERVICES	\$1,046.44
				10014000-52150	LEGAL SERVICES/EXPENSES	\$11,006.93
				20414000-52150	LEGAL SERVICES/EXPENSES	\$302.47
				20514000-52150	LEGAL SERVICES/EXPENSES	\$1,459.65
				80014000-52150	LEGAL SERVICES/EXPENSES	\$275.64
				82014000-52150	LEGAL SERVICES/EXPENSES	\$973.27
				84014000-52150	LEGAL SERVICES/EXPENSES	\$1,022.05
				90214000-52150	LEGAL SERVICES/EXPENSES	\$1,746.51
				90214000-52140	LITIGATION EXPENSES	\$141.48
	6308	LEGAL SERVCIES FOR FY 15/16	\$326.00	96995669-52100	CONTRACTED SERVICES	\$326.00
					Vendor Total:	\$18,300.44

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DC CUSTOMS INC	181981	EQUIPMENT MAINTANCE	\$259.32	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.21)
				10520210-56130	EXTERNAL SERVICES	\$1.21
				10520210-56130	EXTERNAL SERVICES	\$259.32
				Vendor Total:		\$259.32
DE NORA WATER TECHNOLOGIES	1678209	PUMPING EQUIPMENT AND ACCESSOR	\$3,720.92	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,720.92
				Vendor Total:		\$3,720.92
DIANN LUCCHETTI	DV110415	KEY REIMBURSEMENT	\$10.72	80026400-54100	SUPPLIES	\$10.72
				Vendor Total:		\$10.72
EBA ENGINEERING	28451	CORP YARD QTRLY REMEDIATION SY	\$2,106.25	25024300-52100	CONTRACTED SERVICES	\$2,106.25
				Vendor Total:		\$2,106.25
EDDIE VEDOLLA JR	DV110215	INSTRUCTOR	\$234.50	10022850-52100	CONTRACTED SERVICES	\$234.50
				Vendor Total:		\$234.50
EFAX CORPORATE C/O J2 GLOBAL COMMUNICATIONS	700476	EFAX SERVICES	\$129.90	10012200-55100	TELEPHONE	\$129.90
				Vendor Total:		\$129.90
ELLIES MUTT HUT	628447	INTERVIEW LUNCHEON	\$49.18	10016100-54163	HR - INTERVIEW SUPPLIES	\$49.18
				Vendor Total:		\$49.18
EVERGREEN JOB & SAFETY TRAINING INC	373	JOB AND SAFETY TRAINING PROGRA	\$927.68	80026400-57100	CONFERENCE & TRAINING	\$927.68
	372	JOB AND SAFETY TRAINING PROGRA	\$2,028.00	80026400-57100	CONFERENCE & TRAINING	\$2,028.00
			Vendor Total:		\$2,955.68	

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	40024	TRIAL COUNSEL IN UVSD VS. COU	\$3,677.75	84424422-52100	CONTRACTED SERVICES	\$3,677.75
					Vendor Total:	\$3,677.75
GHD INC	53521	TRANSPORTATION IMPROVEMENTS RE	\$668.50	25024210-80230	INFRASTRUCTURE	\$668.50
					Vendor Total:	\$668.50
GINA GRECO	DV103015	INSTRUCTOR	\$1,461.60	10022850-52100	CONTRACTED SERVICES	\$1,461.60
					Vendor Total:	\$1,461.60
GOVERNMENT FINANCE OFFICERS ASSOC	0131001.15/16	MEMBERSHIP RENEWAL	\$190.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$190.00
					Vendor Total:	\$190.00
GRAINGER INC	9879360742	EQUIPMENT SUPPLIES	\$102.08	82024411-54100	SUPPLIES	\$102.08
					Vendor Total:	\$102.08
GRANITE CONSTRUCTION COMPANY	896105	MISC ROCK & ROAD PATCH MTLs AS	\$1,388.72	82024411-56300	BUILDING MAINT. & REPAIR	\$1,388.72
	893057	MISC ROCK & ROAD PATCH MTLs AS	\$2,417.85	82024411-56300	BUILDING MAINT. & REPAIR	\$2,417.85
	898592	MISC ROCK & ROAD PATCH MTLs AS	\$628.58	10024220-54122	PW - AGGREGATE BASE	\$628.58
	231992	RENTAL OR PURCHASE OF MISC EQU	\$138.02	82024414-54100	SUPPLIES	\$138.02
					Vendor Total:	\$4,573.17
GRAPHIC ENTERPRISES INC	51757	BUSINESS CARDS	\$161.05	10016100-54160	HR - CITY LIABILITY & CONTRACT	\$40.27
				10024210-54100	SUPPLIES	\$13.42
				80026400-54100	SUPPLIES	\$80.52
				82024410-54100	SUPPLIES	\$13.42

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GRAPHIC ENTERPRISES INC	51757	BUSINESS CARDS	\$161.05	84024420-54100	SUPPLIES	\$13.42
Vendor Total:						\$161.05
GREEN VALLEY CONSULTING ENGINEERS	7600	SUMMER 2015 STREET RECONSTRUCT	\$26,419.00	25124421-80230	INFRASTRUCTURE	\$15,371.00
				82224413-80230	INFRASTRUCTURE	\$9,148.00
				84424422-80230	INFRASTRUCTURE	\$1,900.00
Vendor Total:						\$26,419.00
GRILL BROS PARTNERSHIP	192627-2	EQUIPMENT & MACHINERY RENTAL A	\$13.00	82024414-54100	SUPPLIES	\$13.00
Vendor Total:						\$13.00
HOPLAND FIRE PROTECTION DIST	110315	SERVICES OF FIRE CHIEF JOHN BA	\$3,500.00	10521210-52100	CONTRACTED SERVICES	\$3,500.00
Vendor Total:						\$3,500.00
INDUSTRIAL SAFETY SUPPLY	1025467	ALUMINUM CYLINDER	\$283.88	84024425-54100	SUPPLIES	\$283.88
Vendor Total:						\$283.88
INTEGRITY SHRED	53422	DOCUMENT SHREDDING	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
Vendor Total:						\$57.00
INTERCOUNTY MECHANICAL & ELECTRICAL INC	4850	EQUIPMENT REPAIRS	\$198.86	20822500-56300	BUILDING MAINT. & REPAIR	\$198.86
Vendor Total:						\$198.86
JEFF BASILI	DV111215	REIBURSMET FOR D-2 CERTIFICATE RENEWAL	\$80.00	82024414-57100	CONFERENCE & TRAINING	\$80.00
Vendor Total:						\$80.00

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
JOHN M PHILLIPS	101516	TREE RISK ASSESSMENT	\$150.00	10022500-52100	CONTRACTED SERVICES	\$150.00
					Vendor Total:	\$150.00
KEN FOWLER	92477	MISC AUTOMOTIVE PARTS AS NEEDE	\$37.61	10520210-56130	EXTERNAL SERVICES	\$37.61
	92076	MISC AUTOMOTIVE PARTS AS NEEDE	\$70.04	10520210-56130	EXTERNAL SERVICES	\$70.04
	93493	MISC AUTOMOTIVE PARTS AS NEEDE	\$101.01	10520210-56130	EXTERNAL SERVICES	\$101.01
	92009	MISC AUTOMOTIVE PARTS AS NEEDE	(\$438.61)	10521210-56130	EXTERNAL SERVICES	(\$438.61)
	92750	MISC AUTOMOTIVE PARTS AS NEEDE	\$27.95	10521210-56130	EXTERNAL SERVICES	\$27.95
	92148	MISC AUTOMOTIVE PARTS AS NEEDE	\$100.48	10521210-56130	EXTERNAL SERVICES	\$100.48
	93505	MISC AUTOMOTIVE PARTS AS NEEDE	\$143.59	80026400-56130	EXTERNAL SERVICES	\$143.59
					Vendor Total:	\$42.07
KENNETH STEELY	20151017-A	PUMPKINFEST SOUND AND STAGE	\$3,000.00	90000000-23219	PUMPKINFEST	\$3,000.00
					Vendor Total:	\$3,000.00
LORELEI SCOTT	3271	BANNER INSERTS	\$611.93	90000000-23226	CONCERT SERIES	\$126.39
				10022850-54100	SUPPLIES	\$485.54
					Vendor Total:	\$611.93
LYNCOLE GROUNDING SOLUTIONS LLE	0295013-IN	CONDUCT SOIL RESISTIVITY TESTI	\$4,490.00	80026330-52100	CONTRACTED SERVICES	\$4,490.00
					Vendor Total:	\$4,490.00
MARTIN BRADLEY	10/8 - 10/12/15	REIMBURSE TRAVEL EXPENSE	\$300.00	10022100-57100	CONFERENCE & TRAINING	\$150.00
				10022810-57100	CONFERENCE & TRAINING	\$150.00
					Vendor Total:	\$300.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MATHESON TRI-GAS INC	11725295	OXYGEN & MISC AS NEEDED, FYE 2	\$27.12	80026130-54100	SUPPLIES	\$27.12
Vendor Total:						\$27.12
MENDOCINO COUNTY AUDITOR-CONTROLLER	DV 110315	PARKING CITATION REVENUE	\$1,992.00	90000000-23070	COUNTY SURCHG, PKG ENFORCE	\$498.00
				90000000-23070	COUNTY SURCHG, PKG ENFORCE	\$1,494.00
Vendor Total:						\$1,992.00
MENDOCINO COUNTY GENERAL SVCS	201510-4	RADIO MAINT SVC - SPANISH MOUN	\$385.00	20620231-52100	CONTRACTED SERVICES	\$385.00
Vendor Total:						\$385.00
MUNICIPAL MAINTENANCE EQUIPMENT	0104284-IN	MISCELLANEOUS PARTS AS NEEDED,	\$393.14	10520210-56130	EXTERNAL SERVICES	\$393.14
	0105039-IN	MISCELLANEOUS PARTS AS NEEDED,	\$177.97	84024421-56130	EXTERNAL SERVICES	\$177.97
Vendor Total:						\$571.11
NORTHERN AGGREGATES INC	47987	MISC ROCK & ROAD PATCH MAT'LS	\$358.46	10024220-54122	PW - AGGREGATE BASE	\$358.46
	48198	MISC ROCK & ROAD PATCH MAT'LS	\$345.46	10024220-54120	PW - SPECIAL SUPPLIES	\$345.46
Vendor Total:						\$703.92
ONE TIME PAY VENDOR	DV 110315	CANCELLED CLASS REFUND	\$40.00	10022800-44915	RECREATION PROGRAM INCOME	\$40.00
	DV 110415	CANCELLED CLASS REFUND	\$40.00	10022800-44915	RECREATION PROGRAM INCOME	\$40.00
	DV110415	CLASS REFUND	\$40.00	10022800-44915	RECREATION PROGRAM INCOME	\$40.00
Vendor Total:						\$120.00
OREN THOMPSON	103015	MISC PARTY RENTALS & SUPPLIES	\$67.00	10022840-54100	SUPPLIES	\$67.00
	102715	MISC PARTY RENTALS & SUPPLIES	\$182.73	73022600-54100	SUPPLIES	\$182.73
Vendor Total:						\$249.73

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PETER HOYLE	UA 110515	UNIFORM ALLOWANCE	\$615.55	10520210-51270	UNIFORM ALLOWANCE	\$615.55
					Vendor Total:	\$615.55
PG&E CO	OCT 15	UTILITIES	\$3,032.18	31122870-55210	UTILITIES	\$3,032.18
					Vendor Total:	\$3,032.18
PHILLIPS SEABROOK ASSOCIATES	5531	STRUCT ENGN/PLAN CHCK/SUBSTIT	\$1,215.00	10023320-52100	CONTRACTED SERVICES	\$1,215.00
					Vendor Total:	\$1,215.00
R EMMETT JONES	OCT15	MANAGEMENT ADVISORY SERVICES F	\$1,087.00	70224500-52100	CONTRACTED SERVICES	\$1,087.00
					Vendor Total:	\$1,087.00
RAU & ASSOCIATES INC	201500203	PHASE 2 ENG FOR RAILROAD CENTE	\$7,675.40	25124210-52100	CONTRACTED SERVICES	\$7,675.40
					Vendor Total:	\$7,675.40
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DEC-15	REMIF LIFE, LTD & EAP INSURANCE	\$3,250.20	20700000-20523	P/R DEDUCT-LTD	\$2,606.20
				20700000-20512	REMIF LIFE	\$195.20
				20112400-52525	WORKER'S COMP. EXPENSE	\$448.80
					Vendor Total:	\$3,250.20
REDWOOD EMPIRE TITLE COMPANY	20151820DN	PRELILMINARY REPORT FEE WELL #9	\$360.00	82024410-59101	FEES	\$360.00
					Vendor Total:	\$360.00
REDWOOD TREE SERVICE STATIONS INC	STMT 9/30/15	CAR WASHES & INTERIOR CLEANING	\$413.00	20324100-52100	CONTRACTED SERVICES	\$23.00
				10520210-56130	EXTERNAL SERVICES	\$390.00
	STMT 10/31/15	CAR WASHES & INTERIOR CLEANING	\$1,029.50	20324100-52100	CONTRACTED SERVICES	\$36.00
				10520210-56130	EXTERNAL SERVICES	\$993.50
					Vendor Total:	\$1,442.50

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REXEL INC	I011958	MISC ELECTRICAL SUPPLIES AS NE	\$142.73	20822500-56300	BUILDING MAINT. & REPAIR	\$142.73
					Vendor Total:	\$142.73
RICHARD SEANOR	10/18 - 10/21/15.	TRAVEL EXPENSE REIMBURSEMENT	\$4.51	10024210-57100	CONFERENCE & TRAINING	\$4.51
					Vendor Total:	\$4.51
RICHARD THORNTON DBA TELECOM	0000007838	TELEPHONE PARTS AS NEEDED, FYE	\$508.82	20620231-54100	SUPPLIES	\$508.82
					Vendor Total:	\$508.82
RINO PACIFIC	CL11940	FUEL AS NEEDED	\$43.35	82024414-56210	FUEL & FLUIDS	\$23.41
				84024421-56210	FUEL & FLUIDS	\$19.94
	CL11811	FUEL AS NEEDED	\$164.30	82024414-56210	FUEL & FLUIDS	\$75.58
				82024414-56210	FUEL & FLUIDS	\$88.72
					Vendor Total:	\$207.65
ROBERT PERKOWSKI	13510	STAFF UNIFORMS	\$774.39	84024425-54100	SUPPLIES	\$774.39
					Vendor Total:	\$774.39
SBOE SALES & USE TAX	OCT 15	PRE-PAID SALES AND USE TAX	\$3,875.00	77725200-58401	AVIATION FUEL	\$750.00
				90000000-23252	DISTRICT USE TAX-LIBRARIES	\$52.00
				90000000-23237	DISTRICT USE TAX-MEASURE S	\$241.00
				90000000-23013	STATE USE TAX LIABILITY	\$2,832.00
					Vendor Total:	\$3,875.00
SEAN KAESER	UA 110515	UNIFORM ALLOWANCE	\$637.56	10520210-51270	UNIFORM ALLOWANCE	\$637.56
					Vendor Total:	\$637.56

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SHAMROCK SCIENTIFIC SPECIALTY SYSTEMS INC	259614	PD EVIDENCE LABELS	\$107.40	10520210-54201	PRISONER EXPENSE	\$107.40
					Vendor Total:	\$107.40
STACY ROWE	DV110315	INSTRUCTOR	\$352.00	10022850-52100	CONTRACTED SERVICES	\$64.00
				10022850-52100	CONTRACTED SERVICES	\$108.00
				10022850-52100	CONTRACTED SERVICES	\$180.00
					Vendor Total:	\$352.00
STAPLES ADVANTAGE	3280201061	SUPPLIES	\$9.70	10013400-54100	SUPPLIES	\$9.70
	3280201060	SUPPLIES	\$876.76	10013400-54100	SUPPLIES	\$876.76
	3280201062	SUPPLIES	\$58.81	10017100-54100	SUPPLIES	\$58.81
	3280201065	RECREATOPM SUPPLIES	\$39.24	10022810-54100	SUPPLIES	\$39.24
	3280201063	SUPPLIES	\$98.77	10022810-54100	SUPPLIES	\$14.34
				10022810-54100	SUPPLIES	\$14.37
				10022810-54100	SUPPLIES	\$22.27
				10022810-54100	SUPPLIES	\$47.79
	3280201064	SUPPLIES	\$54.05	20513300-54100	SUPPLIES	\$54.05
	3280201059	SUPPLIES	\$96.27	73022600-54100	SUPPLIES	\$96.27
	3280201058	SUPPLIES	\$465.53	73022600-54100	SUPPLIES	\$465.53
					Vendor Total:	\$1,699.13
STAPLES CARD	31361	OFFICE SUPPLIES, MISC AS NEEDE	\$28.60	80026400-54101	POSTAGE	\$28.60
	60161	OFFICE SUPPLIES, MISC AS NEEDE	\$47.00	90000000-23220	PUMPKINFEST (CC VENDOR PYTS)	\$47.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CARD	59714	OFFICE SUPPLIES, MISC AS NEEDE	\$58.38	10024220-54120	PW - SPECIAL SUPPLIES	\$58.38
	59286	OFFICE SUPPLIES, MISC AS NEEDE	\$30.28	10012200-54100	SUPPLIES	\$30.28
	29479	OFFICE SUPPLIES, MISC AS NEEDE	\$86.49	10013400-54100	SUPPLIES	\$86.49
	57584	OFFICE SUPPLIES, MISC AS NEEDE	\$25.93	10520210-54100	SUPPLIES	\$25.93
	57076	OFFICE SUPPLIES, MISC AS NEEDE	\$15.76	75017110-54100	SUPPLIES	\$15.76
	59091	OFFICE SUPPLIES, MISC AS NEEDE	\$23.73	77725200-54100	SUPPLIES	\$23.73
	62681	OFFICE SUPPLIES, MISC AS NEEDE	\$75.68	77725200-54100	SUPPLIES	\$75.68
	56982	OFFICE SUPPLIES, MISC AS NEEDE	\$29.16	82024411-54100	SUPPLIES	\$29.16
	61104	OFFICE SUPPLIES, MISC AS NEEDE	\$123.76	82024411-54100	SUPPLIES	\$123.76
	31518	OFFICE SUPPLIES, MISC AS NEEDE	\$95.60	84024421-54100	SUPPLIES	\$95.60
	59014	OFFICE SUPPLIES, MISC AS NEEDE	\$28.09	84024425-54100	SUPPLIES	\$28.09
Vendor Total:						\$668.46
STATE OF CALIFORNIA	130242	FINGERPRINTING	\$64.00	10016100-54165	HR - NEW EMPLOYEE FINGERPRINT	\$64.00
					Vendor Total:	
STATE WATER RESOURCES CONTROL BOARD	DV101515	WWTP OPERATOR CERTIFICATE RENEWAL	\$300.00	84024425-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
					Vendor Total:	
SWANK MOTION PICTURES INC	RG 2113596	RENTAL OR LEASE SUPPLIES OF AP	\$301.00	90000000-23235	MOVIES IN THE PLAZA	\$301.00
					Vendor Total:	
THOMAS CORNING JR	UA 110115	UNIFORM ALLOWANCE	\$992.94	10520210-51270	UNIFORM ALLOWANCE	\$992.94
					Vendor Total:	

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
THURSTON AUTO PLAZA	185581	PARTS & SERVICE REPAIRS AS NEE	\$34.19	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.15)
				10022500-56130	EXTERNAL SERVICES	\$0.15
				10022500-56130	EXTERNAL SERVICES	\$34.19
	185790	PARTS & SERVICE REPAIRS AS NEE	\$36.83	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.17)
				80026400-56130	EXTERNAL SERVICES	\$0.17
				80026400-56130	EXTERNAL SERVICES	\$36.83
	185789	PARTS & SERVICE REPAIRS AS NEE	\$121.07	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.56)
				80026400-56130	EXTERNAL SERVICES	\$0.56
				80026400-56130	EXTERNAL SERVICES	\$121.07
	Vendor Total:					\$192.09
TIM POMA	DV11062015	SHIRT REIMBURSEMENT	\$21.62	20524412-54100	SUPPLIES	\$21.62
						Vendor Total: \$21.62
TROY MILANI	7594	INSTALL DOOR AT ANTON STATION	\$975.00	30122210-54100	SUPPLIES	\$975.00
						Vendor Total: \$975.00
UKIAH ROUND TREE GLASS	151863	EQUIPMENT REPAIRS	\$260.00	10520210-56130	EXTERNAL SERVICES	\$260.00
						Vendor Total: \$260.00
UKIAH WASTE SOLUTIONS INC	10012015	CONTAMINATION CHARGE	\$33.85	77725200-56300	BUILDING MAINT. & REPAIR	\$33.85
						Vendor Total: \$33.85
UNITED ROTARY BRUSH CORP	CI176929	MISC. SUPPLIES AS NEEDED, FYE	\$751.94	10024220-56130	EXTERNAL SERVICES	\$751.94
						Vendor Total: \$751.94

List of Checks Presented for Approval on 11/13/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-3314447	PORTABLE TOILET RENTAL	\$136.29	80026330-52100	CONTRACTED SERVICES	\$136.29
					Vendor Total:	\$136.29
US BANK TRUST NA	DV111215	SEMI-ANNUAL INTEREST PAYMENT	\$171,057.80	80326330-70102	BOND INTEREST PAYMENTS	\$171,406.25
				80300000-10260	CASH WITH FISCAL AGENT	(\$348.45)
					Vendor Total:	\$171,057.80
US POST OFFICE	DV111215	POSTAGE FOR PERMIT #243	\$3,500.00	20513300-54101	POSTAGE	\$3,500.00
					Vendor Total:	\$3,500.00
WITTMAN ENTERPRISES LLC	1507044	AMBULANCE BILLING SERVICES	(\$2.21)	10521210-52110	AMBULANCE BILLING	(\$2.21)
	1509044	AMBULANCE BILLING SERVICES	\$51.28	10521210-52110	AMBULANCE BILLING	\$51.28
	1506044	AMBULANCE BILLING SERVICES	(\$29.28)	10521330-52110	AMBULANCE BILLING	(\$29.28)
	1508044	AMBULANCE BILLING SERVICES	\$0.32	10521330-52110	AMBULANCE BILLING	\$0.32
					Vendor Total:	\$20.11
XEROX CORP	082039697	COPIER LEASE-SEE ADD'L DESCRIP	\$724.39	20822500-52100	CONTRACTED SERVICES	\$724.39
	082039702	COPIER LEASE-SEE ADD'L DESCRIP	\$1,395.67	20822500-52100	CONTRACTED SERVICES	\$1,395.67
	082039701	COPIER LEASE-SEE ADD'L DESCRIP	\$183.59	69122700-52100	CONTRACTED SERVICES	\$183.59
	082039700	COPIER LEASE-SEE ADD'L DESCRIP	\$347.74	73022600-52100	CONTRACTED SERVICES	\$347.74
	082039699	COPIER LEASE-SEE ADD'L DESCRIP	\$238.89	10520210-94500	LEASE PAYMENTS	\$131.40
				10521210-94500	LEASE PAYMENTS	\$83.61
				20620231-94500	LEASE PAYMENTS	\$11.94
				64020213-94500	LEASE PAYMENTS	\$11.94

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
XEROX CORP	082039698	COPIER LEASE-SEE ADD'L DESCRIP	\$509.80	10520210-94500	LEASE PAYMENTS	\$280.39
				10521210-94500	LEASE PAYMENTS	\$178.43
				20620231-94500	LEASE PAYMENTS	\$25.49
				64020213-94500	LEASE PAYMENTS	\$25.49
				Vendor Total:		\$3,400.08
INVOICE TOTAL:						\$431,855.49

List of Checks Presented for Approval on 11/20/2015

The following list of bills payable was reviewed and approved for payment.

 11-20-15
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACCONTEMPS	44335629	A/P BACKFILL - JOANNA MONTES	\$1,120.00	10013400-52100	CONTRACTED SERVICES	\$1,120.00
	44327989	A/P BACKFILL - JOANNA MONTES	\$1,146.25	10013400-52100	CONTRACTED SERVICES	\$1,146.25
	Vendor Total: -----					\$2,266.25
ALHAMBRA NATIONAL WATER	5109554 110615	DRINKING WATER SERVICES, FYE 2	\$102.92	69122700-54100	SUPPLIES	\$7.00
				77725200-54100	SUPPLIES	\$29.20
				84024425-54100	SUPPLIES	\$66.72
				Vendor Total: -----		
ALL PHASE EXCAVATING & CONSTRUCTION	UKIAH2015	LOW GAP TO DESPINA 200/600 AMP	\$38,392.26	80026120-80230	INFRASTRUCTURE	\$38,392.26
	UKIAHDOOLAN	CONSTRUCTION SERVICES, GENERAL	\$25,910.00	80100000-80230	INFRASTRUCTURE	\$25,910.00
	Vendor Total: -----					\$64,302.26
ALPHA ANALYTICAL LABORATORIES INC	5102619- UKIAHSTP	MISCELLANEOUS LAB WORK AS NEED	\$271.00	84024425-52100	CONTRACTED SERVICES	\$271.00
	5101984- UKIAHSTP	MISCELLANEOUS LAB WORK AS NEED	\$772.00	84024425-52100	CONTRACTED SERVICES	\$772.00
	5102684- UKIAHSTP	ENVIRONMENTAL AND ECOLOGICAL S	\$1,728.00	84024425-52100	CONTRACTED SERVICES	\$1,728.00
	5081322-UKIAH	MISCELLANEOUS LAB WORK AS NEED	\$35.00	82024411-54100	SUPPLIES	\$35.00
	Vendor Total: -----					\$2,806.00

List of Checks Presented for Approval on 11/20/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ANTONIO MUNOZ	CFM102015	HEALTH RELATED SERVICES (FOR H	\$333.33	10521210-57100	CONFERENCE & TRAINING	\$333.33
Vendor Total:						\$333.33
ARAMARK UNIFORM SERVICES	702475895	MAT & TOWEL SERVICES (PLEASE S	\$93.75	20822500-56300	BUILDING MAINT. & REPAIR	\$93.75
	702495726	MAT & TOWEL SERVICES (PLEASE S	\$93.75	20822500-56300	BUILDING MAINT. & REPAIR	\$93.75
	702475894	MAT & TOWEL SERVICES (PLEASE S	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	702495725	MAT & TOWEL SERVICES (PLEASE S	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	702463227	MAT & TOWEL SERVICES (PLEASE S	\$46.75	31122870-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.75
	702483057	MAT & TOWEL SERVICES (PLEASE S	\$46.75	31122870-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.75
	702463246	UNIFORM SVC - AIRPORT FYE 2016	\$70.31	77725200-54100	SUPPLIES	\$70.31
	702483076	UNIFORM SVC - AIRPORT FYE 2016	\$70.31	77725200-54100	SUPPLIES	\$70.31
	702492918	UNIFORM SVC - AIRPORT FYE 2016	\$70.31	77725200-54100	SUPPLIES	\$70.31
	702473068	UNIFORM SVC - AIRPORT FYE 2016	\$72.11	77725200-54100	SUPPLIES	\$72.11
Vendor Total:						\$711.54
ASBURY ENVIRONMENTAL SVCS	130536340	DISPOSAL OF MISC PRODUCTS AS N	\$65.00	20324100-52100	CONTRACTED SERVICES	\$65.00
Vendor Total:						\$65.00
BEST BEST & KRIEGER LLP	759749	RDA LEGAL SERVICES AS NEEDED	\$93.60	96995669-52100	CONTRACTED SERVICES	\$93.60
	759750	RDA LEGAL SERVICES AS NEEDED	\$4,894.71	96995669-52100	CONTRACTED SERVICES	\$4,894.71
Vendor Total:						\$4,988.31

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BIO REMEDIATION	10-13-2015-1	TREATMENT SUPPLIES	\$920.00	84024425-58202	WATER TREATMENT PLANT CHEMICAL	\$920.00
					Vendor Total:	\$920.00
BJ'S EMBROIDERY	12184	EMBROIDERY SERVICES	\$281.72	10022100-54100	SUPPLIES	\$281.72
					Vendor Total:	\$281.72
BLUEPRINTS & COPIES	51817	PAPER,DRAFTING SUPPLIES, COPIE	\$324.38	82224413-80230	INFRASTRUCTURE	\$324.38
	51822	PAPER,DRAFTING SUPPLIES, COPIE	\$137.86	20413500-54100	SUPPLIES	\$137.86
					Vendor Total:	\$462.24
BNY WESTERN TRUST CO	DV10615	RDA INTEREST AND PRINCIPAL PAYMENT	\$396,303.75	96695604-70102	BOND INTEREST PAYMENTS	\$76,303.75
				96695604-70202	BOND PRINCIPAL PAYMENTS	\$320,000.00
	DV100615	RDA INTEREST AND PRINCIPAL PAYMENT	\$683,368.75	96695604-70102	BOND INTEREST PAYMENTS	\$103,368.75
				96695604-70202	BOND PRINCIPAL PAYMENTS	\$580,000.00
					Vendor Total:	\$1,079,672.50
BSN SPORTS	97292372	SPORTING GOODS, ATHLETIC EQUIP	\$2,995.02	10022831-54100	SUPPLIES	\$2,995.02
					Vendor Total:	\$2,995.02
BUSINESS CARD	0200509	FINANCE CREDIT CARD, MISC PURC	\$40.00	10013400-57100	CONFERENCE & TRAINING	\$40.00
	02776z	FINANCE CREDIT CARD, MISC PURC	\$93.63	10013400-57100	CONFERENCE & TRAINING	\$93.63
	07629J	HR/RISK MGMT CREDIT CARD, MISC	\$39.07	10016100-57100	CONFERENCE & TRAINING	\$39.07
	11/1 - 11/2	HR/RISK MGMT CREDIT CARD, MISC	\$146.45	10016100-57100	CONFERENCE & TRAINING	\$146.45
	1120512718079	HR/RISK MGMT CREDIT CARD, MISC	\$404.40	10016100-57100	CONFERENCE & TRAINING	\$404.40
	052180	HR/RISK MGMT CREDIT CARD, MISC	\$700.00	10016100-57100	CONFERENCE & TRAINING	\$700.00

List of Checks Presented for Approval on 11/20/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	16461372	POLICE CREDIT CARD, MISC PURCH	\$138.39	10520210-57100	CONFERENCE & TRAINING	\$138.39
	10/25 - 10/30	POLICE CREDIT CARD, MISC PURCH	\$275.00	10520210-57100	CONFERENCE & TRAINING	\$275.00
	SF-9189	POLICE CREDIT CARD, MISC PURCH	\$445.00	10520210-57100	CONFERENCE & TRAINING	\$295.00
				10520210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.00
	12/3/15	POLICE CREDIT CARD, MISC PURCH	\$570.00	10520210-57100	CONFERENCE & TRAINING	\$190.00
				10520210-57100	CONFERENCE & TRAINING	\$190.00
				20620232-57100	CONFERENCE & TRAINING	\$190.00
	113-8531646-0215418	POLICE CREDIT CARD, MISC PURCH	\$15.98	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.08)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.20)
				10520210-54100	SUPPLIES	\$1.30
				10520210-54100	SUPPLIES	\$15.98
	113-2685109-4039457	POLICE CREDIT CARD, MISC PURCH	\$18.98	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.10)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.43)
				10520210-54100	SUPPLIES	\$1.56
				10520210-54100	SUPPLIES	\$18.98
	26281	FIRE CREDIT CARD, MISC PURCHAS	\$45.16	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.39)
				64020213-54100	SUPPLIES	\$3.68
				64020213-54100	SUPPLIES	\$45.16

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	113-2185789-3595446	POLICE CREDIT CARD, MISC PURCH	\$399.90	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.50)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.00)
				90000000-23013	STATE USE TAX LIABILITY	(\$30.00)
				10520210-54100	SUPPLIES	\$32.50
				10520210-54100	SUPPLIES	\$399.90
	SF-9186	FIRE CREDIT CARD, MISC PURCHAS	\$864.29	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.08)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.33)
				90000000-23013	STATE USE TAX LIABILITY	(\$64.83)
				10520210-54100	SUPPLIES	\$70.24
				10520210-54100	SUPPLIES	\$864.29
	12715	HR/RISK MGMT CREDIT CARD, MISC	\$6.48	10016100-54164	HR - FORMS & OTHER DIV. EXP.	\$6.48
	06764J	HR/RISK MGMT CREDIT CARD, MISC	\$24.35	10016100-54164	HR - FORMS & OTHER DIV. EXP.	\$24.35
	113-4887129-0510619	POLICE CREDIT CARD, MISC PURCH	\$359.74	10520210-54202	MAJOR CRIME INVETIGATIONS	\$359.74
	04120	CITY MGR DEPARTMENT CREDIT CAR	\$95.00	10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$95.00
	051630	HR/RISK MGMT CREDIT CARD, MISC	\$150.00	10016100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.00
	152240	FIRE CREDIT CARD, MISC PURCHAS	\$76.68	10520210-54201	PRISONER EXPENSE	\$76.68
	56786	FINANCE CREDIT CARD, MISC PURC	\$16.21	10013400-54100	SUPPLIES	\$16.21
	07170j	FINANCE CREDIT CARD, MISC PURC	\$27.02	10013400-54100	SUPPLIES	\$27.02
	794z	FINANCE CREDIT CARD, MISC PURC	\$80.27	10013400-54100	SUPPLIES	\$80.27
	SF-9191	POLICE CREDIT CARD, MISC PURCH	\$55.40	10520210-54100	SUPPLIES	\$55.40
	103609	POLICE CREDIT CARD, MISC PURCH	\$64.66	10520210-54100	SUPPLIES	\$64.66

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	sf-9184	POLICE CREDIT CARD, MISC PURCH	\$88.65	10520214-54100	SUPPLIES	\$88.65
	9729937459	FIRE CREDIT CARD, MISC PURCHAS	\$172.99	63020210-54100	SUPPLIES	\$172.99
	112015	PURCHASING CREDIT CARD, MISC P	\$119.88	69122700-54100	SUPPLIES	\$119.88
	sf-15854	PURCHASING CREDIT CARD, MISC P	\$745.08	80026400-54100	SUPPLIES	\$745.08
					Vendor Total:	\$6,278.66
CANON SOLUTIONS AMERICA INC	4017463159	LEASE AND COPIER USAGE	\$930.82	10012200-56120	EQUIPMENT MAINTENANCE & REPAIR	\$611.87
				10012200-54100	SUPPLIES	\$318.95
					Vendor Total:	\$930.82
CHEVRON AND TEXACO BUSINESS CARD SVCS	45854589	FUEL	\$558.32	10520210-56210	FUEL & FLUIDS	\$558.32
						Vendor Total:
CITY OF CLOVERDALE	6384	REIMBURSEMENT FOR PINER PRINTING	\$679.76	84024420-54100	SUPPLIES	\$679.76
						Vendor Total:
CLARK PEST CONTROL	17694408	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
						Vendor Total:
COASTSIDE CONCRETE	7	PERKINS ST UNDERGROUNDING PROJ	\$105,147.29	80526610-80230	INFRASTRUCTURE	\$105,147.29
						Vendor Total:
COMCAST	NOV15	INTERNET SERVICE	\$246.98	10011100-55100	TELEPHONE	\$2.35
				10012100-55100	TELEPHONE	\$9.41
				10012200-55100	TELEPHONE	\$7.06
				10013400-55100	TELEPHONE	\$10.58
				10016100-55100	TELEPHONE	\$4.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
COMCAST	NOV15	INTERNET SERVICE	\$246.98	10017100-55100	TELEPHONE	\$2.36
				10022100-55100	TELEPHONE	\$1.18
				10022810-55100	TELEPHONE	\$7.06
				10023100-55100	TELEPHONE	\$9.41
				10023320-55100	TELEPHONE	\$2.35
				10024210-55100	TELEPHONE	\$9.41
				10024220-55100	TELEPHONE	\$2.35
				10520210-55100	TELEPHONE	\$58.80
				10521210-55100	TELEPHONE	\$25.87
				20413500-55100	TELEPHONE	\$2.35
				20513300-55100	TELEPHONE	\$22.35
				20620231-55100	TELEPHONE	\$7.06
				20922900-55100	TELEPHONE	\$9.41
				64020213-55100	TELEPHONE	\$2.35
				69122700-55100	TELEPHONE	\$7.06
				70024500-55100	TELEPHONE	\$2.35
				72022400-55100	TELEPHONE	\$1.18
				73022600-55100	TELEPHONE	\$4.70
				77725200-55100	TELEPHONE	\$4.70
				80026400-55100	TELEPHONE	\$16.47
				82024410-55100	TELEPHONE	\$7.06
				82024411-55100	TELEPHONE	\$4.70
				84024425-55100	TELEPHONE	\$2.35

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
					Vendor Total:	\$246.98
COMPUTER OPTIONS INC	BILL37040	IT SERVICES	\$1,350.00	20922900-52100	CONTRACTED SERVICES	\$1,350.00
					Vendor Total:	\$1,350.00
DANIEL STEEL & MACHINE INC	13223	MATERIALS	\$170.21	84024421-54100	SUPPLIES	\$170.21
					Vendor Total:	\$170.21
DAVID MCQUEARY	12/3/15	TRAVEL ADVANCE	\$35.00	10520210-57100	CONFERENCE & TRAINING	\$35.00
					Vendor Total:	\$35.00
DEEP VALLEY SECURITY	283544	ALARM SERVICES AS REQUIRED, FY	\$65.00	69122700-52180	SECURITY SERVICES	\$65.00
					Vendor Total:	\$65.00
DELL MARKETING LP	XJT395X77	Microcomputers, Desktop or Tow	\$1,393.45	10011100-54100	SUPPLIES	\$1,393.45
					Vendor Total:	\$1,393.45
DIANN LUCCHETTI	12/7 - 12/12/15	TRAVEL ADVANCE	\$1,388.85	80026400-57100	CONFERENCE & TRAINING	\$1,388.85
					Vendor Total:	\$1,388.85
DONALD KNIGHT	018678	SIGNAGE AS NEEDED	\$150.68	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.70)
				10520210-56130	EXTERNAL SERVICES	\$0.70
				10520210-56130	EXTERNAL SERVICES	\$150.68
					Vendor Total:	\$150.68
EFFICIENCY SERVICES GROUP LLC	916	ADMIN OF EUD PUBLIC BENEFITS P	\$3,528.06	80626500-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,528.06
					Vendor Total:	\$3,528.06
ENTENMANN-ROVIN CO	0113334-IN	BADGES, AWARDS, EMBLEMS, NAME	\$1,356.10	10016100-54167	HR - EMPLOYEE DEVELOPMENT	\$1,356.10

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ENTENMANN-ROVIN CO	0112589-IN	SUPPLIES	\$24.33	10520210-54100	SUPPLIES	\$24.33
					Vendor Total:	\$1,380.43
ERNEST WIPF	37573	NURSERY (PLANTS) STOCK, EQUIPM	\$2,170.00	10022100-54100	SUPPLIES	\$2,170.00
	37609	DELIVERY OF VARIOUS MATERIALS	\$543.84	84024421-54100	SUPPLIES	\$543.84
					Vendor Total:	\$2,713.84
EVOQUA WATER TECHNOLOGIES LLC	902396647	EQUIPMENT MAINT SUPPLIES	\$108.13	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$108.13
					Vendor Total:	\$108.13
FASTENAL	CAUKA17929	SUPPLIES	\$19.37	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.37
	CAUKA18027	SUPPLIES	\$6.10	10024220-54120	PW - SPECIAL SUPPLIES	\$6.10
					Vendor Total:	\$25.47
FRIEDMANS HOME IMPROVEMENT	35282086	MISC ITEMS AS NEEDED, FYE 2016	\$31.78	20822500-56300	BUILDING MAINT. & REPAIR	\$31.78
	35298785	MISC ITEMS AS NEEDED, FYE 2016	\$51.22	20822500-56300	BUILDING MAINT. & REPAIR	\$51.22
	35284632	MISC ITEMS AS NEEDED, FYE 2016	\$87.42	20822500-56300	BUILDING MAINT. & REPAIR	\$87.42
	35291796	MISC ITEMS AS NEEDED, FYE 2016	\$120.68	20822500-56300	BUILDING MAINT. & REPAIR	\$120.68
	35304398	MISC ITEMS AS NEEDED, FYE 2016	\$147.79	20822500-56300	BUILDING MAINT. & REPAIR	\$147.79
	35298784	MISC ITEMS AS NEEDED, FYE 2016	\$161.57	20822500-56300	BUILDING MAINT. & REPAIR	\$161.57
	35278786	MISC ITEMS AS NEEDED, FYE 2016	\$162.98	20822500-56300	BUILDING MAINT. & REPAIR	\$162.98
	35301394	MISC ITEMS AS NEEDED, FYE 2016	\$30.02	77725200-56300	BUILDING MAINT. & REPAIR	\$30.02
	35293075	MISC ITEMS AS NEEDED, FYE 2016	\$185.46	77725200-56300	BUILDING MAINT. & REPAIR	\$185.46

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35278266	MISC ITEMS AS NEEDED, FYE 2016	\$338.45	77725200-56300	BUILDING MAINT. & REPAIR	\$338.45
	35299230	MISC ITEMS AS NEEDED, FYE 2016	\$6.51	82024411-56300	BUILDING MAINT. & REPAIR	\$6.51
	35306538	MISC ITEMS AS NEEDED, FYE 2016	\$7.57	82024411-56300	BUILDING MAINT. & REPAIR	\$7.57
	35309161	MISC ITEMS AS NEEDED, FYE 2016	\$11.86	82024411-56300	BUILDING MAINT. & REPAIR	\$11.86
	35299457	MISC ITEMS AS NEEDED, FYE 2016	\$36.47	82024411-56300	BUILDING MAINT. & REPAIR	\$36.47
	35290610	MISC ITEMS AS NEEDED, FYE 2016	\$22.14	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.14
	35277804	MISC ITEMS AS NEEDED, FYE 2016	(\$26.74)	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$26.74)
	35294051	MISC ITEMS AS NEEDED, FYE 2016	\$17.78	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$17.78
	35283603	MISC ITEMS AS NEEDED, FYE 2016	\$89.36	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$89.36
	35283537	MISC ITEMS AS NEEDED, FYE 2016	\$176.10	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$176.10
	35277797	MISC ITEMS AS NEEDED, FYE 2016	\$342.59	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$342.59
	35306227	MISC ITEMS AS NEEDED, FYE 2016	\$21.20	80026120-80230	INFRASTRUCTURE	\$21.20
	35305527	MISC ITEMS AS NEEDED, FYE 2016	\$137.09	80026120-80230	INFRASTRUCTURE	\$137.09
	35305393	MISC ITEMS AS NEEDED, FYE 2016	\$425.82	80026120-80230	INFRASTRUCTURE	\$425.82
	35292940	MISC ITEMS AS NEEDED, FYE 2016	\$42.80	90000000-23219	PUMPKINFEST	\$42.80
	35285283	MISC ITEMS AS NEEDED, FYE 2016	\$200.85	90000000-23219	PUMPKINFEST	\$200.85
	35277735	MISC ITEMS AS NEEDED, FYE 2016	\$21.21	10024220-54120	PW - SPECIAL SUPPLIES	\$21.21
	35292131	MISC ITEMS AS NEEDED, FYE 2016	\$49.81	84024421-54102	SMALL TOOLS	\$49.81
	35285135	MISC ITEMS AS NEEDED, FYE 2016	(\$12.96)	10022100-54100	SUPPLIES	(\$12.96)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35308265	MISC ITEMS AS NEEDED, FYE 2016	\$12.94	10022100-54100	SUPPLIES	\$12.94
	35285497	MISC ITEMS AS NEEDED, FYE 2016	\$17.56	10022100-54100	SUPPLIES	\$17.56
	35280745	MISC ITEMS AS NEEDED, FYE 2016	\$20.38	10022100-54100	SUPPLIES	\$20.38
	35277589	MISC ITEMS AS NEEDED, FYE 2016	\$25.69	10022100-54100	SUPPLIES	\$25.69
	35284640	MISC ITEMS AS NEEDED, FYE 2016	\$64.19	10022100-54100	SUPPLIES	\$64.19
	35282941	MISC ITEMS AS NEEDED, FYE 2016	\$116.99	10022100-54100	SUPPLIES	\$116.99
	35286562	MISC ITEMS AS NEEDED, FYE 2016	\$25.01	10023320-54100	SUPPLIES	\$25.01
	35282156	MISC ITEMS AS NEEDED, FYE 2016	\$119.54	10520210-54100	SUPPLIES	\$119.54
	35300364	MISC ITEMS AS NEEDED, FYE 2016	(\$41.88)	20824300-54100	SUPPLIES	(\$41.88)
	35298760	MISC ITEMS AS NEEDED, FYE 2016	\$30.04	20824300-54100	SUPPLIES	\$30.04
	35291397	MISC ITEMS AS NEEDED, FYE 2016	\$34.92	20824300-54100	SUPPLIES	\$34.92
	35300374	MISC ITEMS AS NEEDED, FYE 2016	\$36.69	20824300-54100	SUPPLIES	\$36.69
	35283029	MISC ITEMS AS NEEDED, FYE 2016	\$154.45	20824300-54100	SUPPLIES	\$154.45
	35304874	MISC ITEMS AS NEEDED, FYE 2016	\$194.95	80026110-54100	SUPPLIES	\$194.95
	35301040	MISC ITEMS AS NEEDED, FYE 2016	\$8.24	80026130-54100	SUPPLIES	\$8.24
	35304295	MISC ITEMS AS NEEDED, FYE 2016	\$3.81	80026200-54100	SUPPLIES	\$3.81
	35282929	MISC ITEMS AS NEEDED, FYE 2016	\$11.42	80026400-54100	SUPPLIES	\$11.42
	35296872	MISC ITEMS AS NEEDED, FYE 2016	\$12.49	80026400-54100	SUPPLIES	\$12.49
	35300392	MISC ITEMS AS NEEDED, FYE 2016	\$30.82	80026400-54100	SUPPLIES	\$30.82

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35293216	MISC ITEMS AS NEEDED, FYE 2016	\$49.00	80026400-54100	SUPPLIES	\$49.00
	35292725	MISC ITEMS AS NEEDED, FYE 2016	\$52.33	80026400-54100	SUPPLIES	\$52.33
	35282260	MISC ITEMS AS NEEDED, FYE 2016	\$129.58	80026400-54100	SUPPLIES	\$129.58
	35308029	MISC ITEMS AS NEEDED, FYE 2016	\$24.13	80526610-54100	SUPPLIES	\$24.13
	35292490	MISC ITEMS AS NEEDED, FYE 2016	\$23.02	82024414-54100	SUPPLIES	\$23.02
	35299022	MISC ITEMS AS NEEDED, FYE 2016	\$26.44	82024414-54100	SUPPLIES	\$26.44
	35282131	MISC ITEMS AS NEEDED, FYE 2016	\$37.59	82024414-54100	SUPPLIES	\$37.59
	352982800	MISC ITEMS AS NEEDED, FYE 2016	\$37.75	82024414-54100	SUPPLIES	\$37.75
	35284211	MISC ITEMS AS NEEDED, FYE 2016	\$55.49	82024414-54100	SUPPLIES	\$55.49
	35284094	MISC ITEMS AS NEEDED, FYE 2016	\$65.70	82024414-54100	SUPPLIES	\$65.70
	35291806	MISC ITEMS AS NEEDED, FYE 2016	\$66.92	82024414-54100	SUPPLIES	\$66.92
	35283604	MISC ITEMS AS NEEDED, FYE 2016	\$3.32	84024421-54100	SUPPLIES	\$3.32
	35285571	MISC ITEMS AS NEEDED, FYE 2016	\$39.85	84024421-54100	SUPPLIES	\$39.85
Vendor Total: -----						\$4,376.20
GCR	851-30270	TIRES,TUBES,REPAIR & LABOR AS	\$299.34	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.14)
				10520210-56130	EXTERNAL SERVICES	\$1.14
				10520210-56130	EXTERNAL SERVICES	\$299.34
	851-30328	TIRES,TUBES,REPAIR & LABOR AS	\$409.78	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.51)
				82024414-56130	EXTERNAL SERVICES	\$0.25
				82024414-56130	EXTERNAL SERVICES	\$204.89

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GCR	851-30328	TIRES,TUBES,REPAIR & LABOR AS	\$409.78	84024421-56130	EXTERNAL SERVICES	\$0.26
				84024421-56130	EXTERNAL SERVICES	\$204.89
	851-30241	TIRES,TUBES,REPAIR & LABOR AS	\$904.32	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.65)
				10022100-56130	EXTERNAL SERVICES	\$3.65
				10022100-56130	EXTERNAL SERVICES	\$904.32
	851-30275	TIRES,TUBES,REPAIR & LABOR AS	\$999.30	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.66)
				82024414-56130	EXTERNAL SERVICES	\$2.33
				82024414-56130	EXTERNAL SERVICES	\$499.65
				84024421-56130	EXTERNAL SERVICES	\$2.33
				84024421-56130	EXTERNAL SERVICES	\$499.65
	851-30239	TIRES,TUBES,REPAIR & LABOR AS	\$424.33	10022100-56130	EXTERNAL SERVICES	\$424.33
	851-30592	TIRES,TUBES,REPAIR & LABOR AS	\$515.62	10024220-56130	EXTERNAL SERVICES	\$515.62
	851-30591	TIRES,TUBES,REPAIR & LABOR AS	\$290.41	10520210-56130	EXTERNAL SERVICES	\$290.41
	Vendor Total:					\$3,843.10
GHD INC	54706	DOWNTOWN STREETSCAPE & TRANSP	\$290.00	25024210-80230	INFRASTRUCTURE	\$290.00
	54704	TRANSPORTATION IMPROVEMENTS RE	\$1,862.25	25024210-80230	INFRASTRUCTURE	\$1,862.25
	53750	TRANSPORTATION IMPROVEMENTS RE	\$2,480.00	25024210-80230	INFRASTRUCTURE	\$2,480.00
Vendor Total:						\$4,632.25
GOLDEN GATE BRIDGE TOLL	I691402825424	BRIDGE TOLL	\$7.25	10016100-57100	CONFERENCE & TRAINING	\$7.25
Vendor Total:						\$7.25

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GRANITE CONSTRUCTION COMPANY	898602	MISC ROCK & ROAD PATCH MTLs AS	\$1,920.04	10024220-54121	PW - ASPHALT CONCRETE	\$1,920.04
					Vendor Total:	\$1,920.04
GRAPHIC ENTERPRISES INC	51994	BUSINESS CARDS	\$115.97	10520210-54100	SUPPLIES	\$115.97
	51945	BUSINESS CARDS	\$206.94	10520210-54100	SUPPLIES	\$206.94
					Vendor Total:	\$322.91
HD SUPPLY POWER SOLUTIONS LTD BENICIA	3012257-00	ELECTRICAL EQUIPMENT AND SUPPL	\$170.30	80000000-12104	INVENTORY - PURCHASES	\$170.30
	3015473-00	ELECTRICAL EQUIPMENT AND SUPPL	\$621.72	80000000-12104	INVENTORY - PURCHASES	\$621.72
	3015473-01	ELECTRICAL EQUIPMENT AND SUPPL	\$653.72	80000000-12104	INVENTORY - PURCHASES	\$653.72
	3015470-00	ELECTRICAL EQUIPMENT AND SUPPL	\$673.08	80000000-12104	INVENTORY - PURCHASES	\$673.08
	2940508-01	ELECTRICAL EQUIPMENT AND SUPPL	\$2,178.50	80000000-12104	INVENTORY - PURCHASES	\$2,178.50
					Vendor Total:	\$4,297.32
IDEXX DISTRIBUTION INC	294654889	SUPPLIES	\$26.90	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				82024411-54100	SUPPLIES	\$0.03
				82024411-54100	SUPPLIES	\$26.90
					Vendor Total:	\$26.90
INTEGRITY SHRED	53158	DOCUMENT SHREDDING	\$28.50	10016100-52100	CONTRACTED SERVICES	\$28.50
	53064	DOCUMENT SHREDDING	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$85.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
J & M LOCK	31521	DUPLICATE KEYS,REPAIRS,&MISC.,	\$21.46	10022100-54100	SUPPLIES	\$21.46
	31525	DUPLICATE KEYS,REPAIRS,&MISC.,	\$15.89	10520210-54100	SUPPLIES	\$15.89
	31528	DUPLICATE KEYS,REPAIRS,&MISC.,	\$24.87	10520210-54100	SUPPLIES	\$24.87
Vendor Total:						\$62.22
JAROD THIELE	11/20 - 11/21/15	TRAVEL ADVANCE	\$144.10	82024410-57100	CONFERENCE & TRAINING	\$144.10
	15-16805	RECORDING FEE	\$40.00	82224413-80230	INFRASTRUCTURE	\$40.00
Vendor Total:						\$184.10
JENSEN INSTRUMENT CO	16643	SUPPLIES	\$214.47	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.01)
				90000000-23013	STATE USE TAX LIABILITY	(\$15.08)
				84024425-54100	SUPPLIES	\$16.35
				84024425-54100	SUPPLIES	\$214.47
Vendor Total:						\$214.47
JOHN DEERE FINANCIAL	196816	EQUIPMENT RENTAL	\$108.34	10022100-56130	EXTERNAL SERVICES	\$108.34
						Vendor Total:
KATIE MARSOLAN	DV081815	TRAVEL REIMBURSEMENT	\$344.60	69122700-57100	CONFERENCE & TRAINING	\$344.60
						Vendor Total:
KATIE MASON	11/01 - 11/06/2015	TRAVEL REIMBURSEMENT	\$142.14	10520210-57100	CONFERENCE & TRAINING	\$142.14
						Vendor Total:
KEOUGH'S LANDSCAPING INC	14626	LANDSCAPE MAINT.-ORCHARD SUBST	\$400.00	80026130-52100	CONTRACTED SERVICES	\$400.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KEOUGH'S LANDSCAPING INC	14661	LANDSCAPE MAINT.-ORCHARD SUBST	\$1,080.00	80026130-52100	CONTRACTED SERVICES	\$1,080.00
					Vendor Total:	\$1,480.00
LES SCHWAB TIRE CENTER	64000206974	MISCELLANEOUS TIRE SERVICES AS	\$56.25	10024220-56130	EXTERNAL SERVICES	\$56.25
	64000207754	MISCELLANEOUS TIRE SERVICES AS	\$397.27	20824300-56130	EXTERNAL SERVICES	\$397.27
	64000207753	MISCELLANEOUS TIRE SERVICES AS	\$827.53	20824300-56130	EXTERNAL SERVICES	\$827.53
	64000204694	MISCELLANEOUS TIRE SERVICES AS	\$194.59	77725200-56130	EXTERNAL SERVICES	\$194.59
					Vendor Total:	\$1,475.64
LEXISNEXIS RISK DATA MGMNT	1410964- 20151031	LEXIS NEXIS LE PLUS SEARCHING	\$79.80	10520210-54202	MAJOR CRIME INVETIGATIONS	\$79.80
					Vendor Total:	\$79.80
LORELEI SCOTT	3154	VINYL BANNER	\$103.80	69122700-54100	SUPPLIES	\$103.80
					Vendor Total:	\$103.80
MARTA DIAZ	18812	MISCELLANEOUS SERVICES, NO. 1	\$1,120.00	73022600-54100	SUPPLIES	\$1,120.00
					Vendor Total:	\$1,120.00
MARTIN BRADLEY	DV 101715	TRAINING REIMBURSEMENT FEES	\$74.00	10018000-52510	ADVERTISING & PROMOTION	\$14.00
				10022810-57100	CONFERENCE & TRAINING	\$40.00
				10022810-54100	SUPPLIES	\$20.00
					Vendor Total:	\$74.00
MATHESON TRI-GAS INC	12308059	OXYGEN & MISC AS NEEDED, FYE 2	\$124.68	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				82024414-54100	SUPPLIES	\$0.58
				82024414-54100	SUPPLIES	\$124.68

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MATHESON TRI-GAS INC	12287897	OXYGEN & MISC AS NEEDED, FYE 2	\$67.07	10024220-54120	PW - SPECIAL SUPPLIES	\$67.07
	12308066	OXYGEN & MISC AS NEEDED, FYE 2	\$129.34	84024421-54102	SMALL TOOLS	\$129.34
					Vendor Total:	\$321.09
MAUREEN MULHEREN	DV 111615	TRAVEL RERMBURSEMENT	\$174.38	10010000-57100	CONFERENCE & TRAINING	\$174.38
					Vendor Total:	\$174.38
MEL GRANDI	DV 111215	MILEAGE REIMBURSEMENT FOR PERSONAL VEHICLE	\$452.53	80026400-57100	CONFERENCE & TRAINING	\$452.53
					Vendor Total:	\$452.53
MICHELLE CHOWN	DV 110515	INSTRUCTOR	\$308.00	10022850-52100	CONTRACTED SERVICES	\$308.00
					Vendor Total:	\$308.00
NATIONAL BUSINESS FURNITURE MK450044-TDQ		FURNITURE: OFFICE	\$2,430.44	20822500-54100	SUPPLIES	\$2,430.44
					Vendor Total:	\$2,430.44
NCPA	NOV15	NCPA NOVEMBER 2015	\$788,390.00	80026300-58104	NCPA MANAGEMENT SERVICES	\$44,560.00
				80026300-58101	NCPA PLANT GENERATION	\$173,596.00
				80026300-58102	NCPA POWER PURCHASES	\$443,700.00
				80026300-58105	NCPA THIRD PARTY SALES	(\$4,595.00)
				80026300-58103	NCPA TRANSMISSION	\$131,129.00
					Vendor Total:	\$788,390.00
NCS	61	SUPPLIES	\$309.10	80526610-54100	SUPPLIES	\$309.10
					Vendor Total:	\$309.10
OFFICE DEPOT	796507724001	OFFICE SUPPLIES & MISC. AS NEE	\$28.52	10022810-52100	CONTRACTED SERVICES	\$9.70
				10022810-54100	SUPPLIES	\$4.49
				10022810-54100	SUPPLIES	\$14.33

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	802966976001	OFFICE SUPPLIES & MISC. AS NEE	\$80.87	10016100-54160	HR - CITY LIABILITY & CONTRACT	\$80.87
	797472909001	OFFICE SUPPLIES & MISC. AS NEE	\$29.70	10011100-54100	SUPPLIES	\$7.99
				10013400-54100	SUPPLIES	\$21.71
	802267998001	OFFICE SUPPLIES & MISC. AS NEE	\$3.71	10012200-54100	SUPPLIES	\$3.71
	803178906001	OFFICE SUPPLIES & MISC. AS NEE	\$5.72	10012200-54100	SUPPLIES	\$5.72
	800203714001	OFFICE SUPPLIES & MISC. AS NEE	\$9.73	10012200-54100	SUPPLIES	\$9.73
	800204455001	OFFICE SUPPLIES & MISC. AS NEE	\$32.43	10012200-54100	SUPPLIES	\$32.43
	800950978001	OFFICE SUPPLIES & MISC. AS NEE	\$60.85	10012200-54100	SUPPLIES	\$60.85
	79635836002	OFFICE SUPPLIES & MISC. AS NEE	\$65.20	10012200-54100	SUPPLIES	\$65.20
	801053275001	OFFICE SUPPLIES & MISC. AS NEE	\$122.68	10012200-54100	SUPPLIES	\$122.68
	799291918001	OFFICE SUPPLIES & MISC. AS NEE	\$147.44	10012200-54100	SUPPLIES	\$147.44
	800466234001	OFFICE SUPPLIES & MISC. AS NEE	\$1,069.76	10012200-54100	SUPPLIES	\$918.79
				10013400-54100	SUPPLIES	\$150.97
	797881464001	OFFICE SUPPLIES & MISC. AS NEE	(\$2.05)	10013400-54100	SUPPLIES	(\$2.05)
	797882188001	OFFICE SUPPLIES & MISC. AS NEE	\$2.43	10013400-54100	SUPPLIES	\$2.43
	802267998-001	OFFICE SUPPLIES & MISC. AS NEE	\$3.71	10013400-54100	SUPPLIES	\$3.71
	802267444001	OFFICE SUPPLIES & MISC. AS NEE	\$26.77	10013400-54100	SUPPLIES	\$26.77
	797472779001	OFFICE SUPPLIES & MISC. AS NEE	\$265.49	10013400-54100	SUPPLIES	\$4.36
				10013400-54100	SUPPLIES	\$8.29
				10013400-54100	SUPPLIES	\$9.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	797472779001	OFFICE SUPPLIES & MISC. AS NEE	\$265.49	10013400-54100	SUPPLIES	\$95.04
				10024210-54100	SUPPLIES	\$10.65
				20513300-54100	SUPPLIES	\$1.09
				20513300-54100	SUPPLIES	\$1.63
				20513300-54100	SUPPLIES	\$19.27
				20513300-54100	SUPPLIES	\$43.24
				20513300-54100	SUPPLIES	\$50.91
				82024410-54100	SUPPLIES	\$10.65
				84024420-54100	SUPPLIES	\$10.65
	802360406001	OFFICE SUPPLIES & MISC. AS NEE	\$4.91	10520210-54100	SUPPLIES	\$4.91
	801646682001	OFFICE SUPPLIES & MISC. AS NEE	\$25.93	10520210-54100	SUPPLIES	\$25.93
	80236054001	OFFICE SUPPLIES & MISC. AS NEE	\$26.59	10520210-54100	SUPPLIES	\$26.59
	801052284001	OFFICE SUPPLIES & MISC. AS NEE	\$30.25	10520210-54100	SUPPLIES	\$30.25
	801647161001	OFFICE SUPPLIES & MISC. AS NEE	\$50.57	10520210-54100	SUPPLIES	\$50.57
	799181272001	OFFICE SUPPLIES & MISC. AS NEE	\$66.28	10520210-54100	SUPPLIES	\$66.28
	800103696001	OFFICE SUPPLIES & MISC. AS NEE	\$100.51	10520210-54100	SUPPLIES	\$100.51
	8028013366001	OFFICE SUPPLIES & MISC. AS NEE	\$101.21	10520210-54100	SUPPLIES	\$101.21
	801052183001	OFFICE SUPPLIES & MISC. AS NEE	\$248.33	10520210-54100	SUPPLIES	\$248.33
	801316368001	OFFICE SUPPLIES & MISC. AS NEE	\$661.18	10520210-54100	SUPPLIES	\$661.18
	801311353001	OFFICE SUPPLIES & MISC. AS NEE	\$2.51	80026400-54100	SUPPLIES	\$2.51
	801311354001	OFFICE SUPPLIES & MISC. AS NEE	\$4.64	80026400-54100	SUPPLIES	\$4.64

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	801311209001	OFFICE SUPPLIES & MISC. AS NEE	\$21.61	80026400-54100	SUPPLIES	\$21.61
	798182833001	OFFICE SUPPLIES & MISC. AS NEE	\$29.83	80026400-54100	SUPPLIES	\$29.83
	801273825001	OFFICE SUPPLIES & MISC. AS NEE	\$37.80	80026400-54100	SUPPLIES	\$37.80
	798182688001	OFFICE SUPPLIES & MISC. AS NEE	\$63.26	80026400-54100	SUPPLIES	\$63.26
	801273475001	OFFICE SUPPLIES & MISC. AS NEE	\$461.24	80026400-54100	SUPPLIES	\$461.24
	802421489001	OFFICE SUPPLIES & MISC. AS NEE	\$82.15	82024410-54100	SUPPLIES	\$82.15
	800295806001	OFFICE SUPPLIES & MISC. AS NEE	\$280.50	82024410-54100	SUPPLIES	\$140.25
				84024420-54100	SUPPLIES	\$140.25
	797105973001	OFFICE SUPPLIES & MISC. AS NEE	\$291.93	82024410-54100	SUPPLIES	\$145.96
				84024420-54100	SUPPLIES	\$145.97
	802421201001	OFFICE SUPPLIES & MISC. AS NEE	\$60.99	84024420-54100	SUPPLIES	\$60.99
Vendor Total:						\$4,605.18
ONE TIME PAY VENDOR	DV110915	CANCELLED CLASS REFUND	\$40.00	10022800-44915	RECREATION PROGRAM INCOME	\$40.00
	DV 11172015	YOUTH BASKETBALL REFUND	\$60.00	10022831-44915	RECREATION PROGRAM INCOME	\$60.00
	DV110915.	JOB RECONCILIATION	\$122.03	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$275.00
				10000000-44830	REIMBURSABLE JOBS	(\$25.50)
				10500000-44831	REIMBURSABLE JOBS - POLICE	(\$127.47)
	112158-1	UTILITIES REFUND	\$63.35	90100000-10421	UTILITY RECEIVABLES CLEARING	\$63.35
	107339-4	UTILITY REFUND	\$79.49	90100000-10421	UTILITY RECEIVABLES CLEARING	\$79.49

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	113618-3	UTILITY REFUND	\$101.69	90100000-10421	UTILITY RECEIVABLES CLEARING	\$101.69
					Vendor Total:	\$466.56
ONESOURCE DISTRIBUTORS LLC	S4887082.001	ELECTRICAL EQUIPMENT AND SUPPL	\$2,811.96	80000000-12104	INVENTORY - PURCHASES	\$2,811.96
					Vendor Total:	\$2,811.96
ONLINE INFORMATION SRVS INC	676489	UTILITY EXCHANGE REPORTING FY1	\$262.20	20513300-52100	CONTRACTED SERVICES	\$262.20
					Vendor Total:	\$262.20
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	DV111715	HEALTH INSURANCE DEC 2015	\$3,164.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,164.00
					Vendor Total:	\$3,164.00
PACE SUPPLY CORPORATION	023032106	MISCELLANEOUS ITEMS AS NEEDED,	\$22.55	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.10)
				84024425-56210	FUEL & FLUIDS	\$0.10
				84024425-56210	FUEL & FLUIDS	\$22.55
					Vendor Total:	\$22.55
PETERSON CAT	PC060127251	MISC PARTS AS NEEDED, FYE 2016	\$101.83	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.47)
				10024220-56130	EXTERNAL SERVICES	\$0.47
				10024220-56130	EXTERNAL SERVICES	\$101.83
	PC060127567	MISC PARTS AS NEEDED, FYE 2016	\$119.06	10520210-56130	EXTERNAL SERVICES	\$119.06
	PC060127301	MISC PARTS AS NEEDED, FYE 2016	\$123.04	10520210-56130	EXTERNAL SERVICES	\$123.04
	PC060127626	MISC PARTS AS NEEDED, FYE 2016	\$123.04	10520210-56130	EXTERNAL SERVICES	\$123.04
					Vendor Total:	\$466.97
PETERSON TRUCKS INC	249122P	PARTS	\$28.09	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$28.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PETERSON TRUCKS INC	249986P	PARTS	\$203.69	20324100-58510	REIMBRSABLE JOBS	\$203.69
					Vendor Total:	\$231.78
PG&E CO	NOV 2015	UTILITIES	\$4,644.92	10024220-56210	FUEL & FLUIDS	\$29.60
				84024425-55200	PG&E	\$462.63
				10022100-55210	UTILITIES	\$11.09
				10022300-55210	UTILITIES	\$7.84
				20822500-55210	UTILITIES	\$132.42
				69122700-55210	UTILITIES	\$15.12
				70024500-55210	UTILITIES	\$457.20
				73022600-55210	UTILITIES	\$42.28
				73022600-55210	UTILITIES	\$49.11
				77725200-55210	UTILITIES	\$53.53
				82024411-55210	UTILITIES	\$3,305.40
				84024421-55210	UTILITIES	\$78.70
					Vendor Total:	\$4,644.92
PHYSIO-CONTROL INC	116054116	EQUIPMENT SUPPLIES	\$486.56	20822500-54100	SUPPLIES	\$243.28
				84024425-54100	SUPPLIES	\$243.28
					Vendor Total:	\$486.56
PLEASANT VIEW DAIRY	5020042354	PROVIDE MISC GOODS AS NEEDED,	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$45.00
PRE-PAID LEGAL SERVICES INC	DV 111715	PRE-PAID LEGAL SERVICE NOV 2015	\$51.80	20700000-20526	PREPAID LEGAL - AFLAC	\$51.80
					Vendor Total:	\$51.80

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	9/09-10/08/15	UTILITIES	\$89,507.91	80626500-52133	MONTHLY DISCOUNT PROGRAM	\$137.20
				10012400-55210	UTILITIES	\$321.80
				10017100-55210	UTILITIES	\$120.36
				10022100-55210	UTILITIES	\$18,303.38
				10022300-55210	UTILITIES	\$3,070.95
				10024220-55210	UTILITIES	(\$6,315.13)
				10026630-55210	UTILITIES	\$641.05
				20620231-55210	UTILITIES	\$62.84
				20822500-55210	UTILITIES	\$6,384.15
				20824300-55210	UTILITIES	\$828.32
				25024300-55210	UTILITIES	\$28.49
				64020213-55210	UTILITIES	\$680.38
				69122700-55210	UTILITIES	\$1,592.43
				73022600-55210	UTILITIES	\$2,429.13
				77725200-55210	UTILITIES	\$1,841.08
				80026400-55210	UTILITIES	\$1,444.08
				80526610-55210	UTILITIES	\$12,240.29
				82024410-55210	UTILITIES	\$339.09
				82024411-55210	UTILITIES	\$20,215.63
				84024421-55210	UTILITIES	\$83.78
				84024425-55210	UTILITIES	\$25,058.61
	SEPT 2015	UTILITIES	\$106.59	31122870-55210	UTILITIES	\$106.59
Vendor Total:						\$89,614.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	5248063	PARTS & MISC SUPPLIES AS NEEDE	\$61.56	90000000-23219	PUMPKINFEST	\$61.56
	5247580	PARTS & MISC SUPPLIES AS NEEDE	\$243.22	10022100-54102	SMALL TOOLS	\$243.22
	5247912	PARTS & MISC SUPPLIES AS NEEDE	\$21.34	10022100-54100	SUPPLIES	\$21.34
	5253100	PARTS & MISC SUPPLIES AS NEEDE	\$135.13	10022100-54100	SUPPLIES	\$135.13
	5252330	PARTS & MISC SUPPLIES AS NEEDE	\$205.41	10022100-54100	SUPPLIES	\$205.41
	5250653	PARTS & MISC SUPPLIES AS NEEDE	\$43.24	10520210-54100	SUPPLIES	\$43.24
	5246130	PARTS & MISC SUPPLIES AS NEEDE	\$60.10	10520210-54100	SUPPLIES	\$60.10
	5251376	PARTS & MISC SUPPLIES AS NEEDE	\$79.50	10520210-54100	SUPPLIES	\$79.50
	5250170	PARTS & MISC SUPPLIES AS NEEDE	\$108.10	10520210-54100	SUPPLIES	\$108.10
	5252546	PARTS & MISC SUPPLIES AS NEEDE	\$108.10	10520210-54100	SUPPLIES	\$108.10
Vendor Total: -----						\$1,065.70
REMY MOOSE MANLEY LLP	101371	RETAIN TO REP CITY IN LAWSUIT	\$60.00	90000000-21111	PLANNING PERMIT ESCROW	\$60.00
						Vendor Total: -----
REXEL INC	H507298	ELECTRICAL EQUIPMENT AND SUPPL	\$2,790.74	20822500-54100	SUPPLIES	\$2,790.74
						Vendor Total: -----
RICHARD THORNTON DBA TELECOM	0000007866	TROUBLESHOOTING LABOR	\$105.00	69122700-56120	EQUIPMENT MAINTENANCE & REPAIR	\$105.00
						Vendor Total: -----
RONALD DONOHUE	12/02 - 12/04/15	TRAVEL ADVANCE	\$326.60	10520210-57100	CONFERENCE & TRAINING	\$326.60
						Vendor Total: -----

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SALLIE PALMER	DV110915	INSTRUCTOR	\$1,050.00	10022850-52100	CONTRACTED SERVICES	\$1,050.00
					Vendor Total:	\$1,050.00
SEAN KAESER	12/03/2015	TRAVEL ADVANCE	\$35.00	10520210-57100	CONFERENCE & TRAINING	\$35.00
					Vendor Total:	\$35.00
SEAN WHITE	11/20 - 11/21/2015	TRAVEL ADVANCE	\$144.10	82024410-57100	CONFERENCE & TRAINING	\$144.10
					Vendor Total:	\$144.10
SEBASTOPOL BEARING & HYDRAULIC CO INC	I850250	SEW EURODRIVE #KA77BR67DRS71M4	\$2,337.12	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,337.12
					Vendor Total:	\$2,337.12
SHAPIRO, GALVIN, SHAPIRO & MORAN	20567	LEGAL REPRESENTATION IN PERSON	\$315.00	10016100-52100	CONTRACTED SERVICES	\$315.00
					Vendor Total:	\$315.00
SHIFT CALENDERS	SF-D 9193	ANNUAL SHIFT CALENDERS 2016	\$114.65	10521210-54100	SUPPLIES	\$114.65
					Vendor Total:	\$114.65
SHORELINE ENVIRONMENTAL RESOURCES INC	1086	HAZ WASTE BIN RENTAL AND DISPO	\$372.00	80026400-52100	CONTRACTED SERVICES	\$372.00
					Vendor Total:	\$372.00
SIERRA CHEMICAL	SLS 10027852	CHLORINE PRODUCTS AS PER CONTR	\$2,253.50	82024411-58202	WATER TREATMENT PLANT CHEMICAL	\$2,253.50
	SLS 100227882	LIQUID SODIUM HYPOCHLORITE FOR	\$3,181.86	84024425-58202	WATER TREATMENT PLANT CHEMICAL	\$3,181.86
					Vendor Total:	\$5,435.36
SOLID WASTES SYSTEMS INC	OCT-15	RESIDENTIAL GARBAGE FEES	\$28,412.55	90200000-52170	UKIAH WASTE SOLUTIONS	\$28,412.55
					Vendor Total:	\$28,412.55

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SONOMA MEDIA INVESTMENTS LLC	2720052	EMPLOYMENT AD	\$586.20	10016100-54162	HR - ADVERTISING	\$586.20
					Vendor Total:	\$586.20
STAPLES ADVANTAGE	3283028276	RETURNED SUPPLIES CREDIT	(\$230.14)	10013400-54100	SUPPLIES	(\$230.14)
	3283028280	SUPPLIES	\$221.83	10013400-54100	SUPPLIES	\$221.83
	3283028282	SUPPLIES	\$652.88	20513300-54100	SUPPLIES	\$652.88
	3283028278	SUPPLIES	\$358.82	73022600-54100	SUPPLIES	\$358.82
					Vendor Total:	\$1,003.39
STAPLES CARD	13335	OFFICE SUPPLIES, MISC AS NEEDED	\$104.62	69122700-54100	SUPPLIES	\$104.62
					Vendor Total:	\$104.62
STATE CONTROLLER'S OFFICE	DV112015	WARRANTS ISSUED LISTING	\$100.00	10013400-52100	CONTRACTED SERVICES	\$100.00
					Vendor Total:	\$100.00
STATE OF CALIFORNIA	130115	SERVICE FEES	\$943.00	10020000-44420	FINGERPRINT FEES	\$943.00
					Vendor Total:	\$943.00
STATE WATER RESOURCES CONTROL BOARD	WD-0108624	SWRCB ANNUAL PERMIT FEE	\$24,745.00	70024500-59101	FEES	\$24,745.00
	WD-0114338	SWRCB ANNUAL PERMIT FEE	\$2,088.00	84024421-59101	FEES	\$2,088.00
	WD-0114349	SWRCB ANNUAL PERMIT FEE	\$2,088.00	84024421-59101	FEES	\$2,088.00
	WD-0109888	SWRCB ANNUAL PERMIT FEE	\$12,124.00	84024425-59101	FEES	\$12,124.00
					Vendor Total:	\$41,045.00
TGIF REPAIRS INC	4723	EQUIPMENT MAINTENANCE	\$140.00	82024414-52100	CONTRACTED SERVICES	\$70.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TGIF REPAIRS INC	4723	EQUIPMENT MAINTENCE	\$140.00	84024421-52100	CONTRACTED SERVICES	\$70.00
					Vendor Total:	\$140.00
THANKSGIVING COFFEE COMPANY	0368430	MISC COFFEE SUPPLIES AS NEEDED	\$96.50	73022600-54100	SUPPLIES	\$96.50
					Vendor Total:	\$96.50
TIM ERIKSEN	11/20-11/21/15	TRAVEL ADVANCE	\$166.76	82024410-57100	CONFERENCE & TRAINING	\$166.76
					Vendor Total:	\$166.76
TRACEY PORTER	12/03/15	TRAVEL ADVANCE	\$35.00	20620232-57100	CONFERENCE & TRAINING	\$35.00
	12/06-12/11/2015	TRAVEL ADVANCE	\$892.95	20620232-57100	CONFERENCE & TRAINING	\$892.95
					Vendor Total:	\$927.95
TRACTOR SUPPLY CREDIT PLAN	300180649	MISCELLANEOUS SUPPLIES AS NEED	\$227.04	82024411-54100	SUPPLIES	\$227.04
					Vendor Total:	\$227.04
UKIAH DAILY JOURNAL	0005592254	NEWSPAPER PUBLICATION SERVICES	\$604.61	10016100-54162	HR - ADVERTISING	\$604.61
	0005601601	NEWSPAPER PUBLICATION SERVICES	\$61.11	10011100-52150	LEGAL SERVICES/EXPENSES	\$61.11
	0005596940	NEWSPAPER PUBLICATION SERVICES	\$109.72	10011100-52150	LEGAL SERVICES/EXPENSES	\$109.72
	0005592111	NEWSPAPER PUBLICATION SERVICES	\$59.72	10016100-54100	SUPPLIES	\$59.72
	0005592300	NEWSPAPER PUBLICATION SERVICES	\$183.33	10023100-54100	SUPPLIES	\$183.33
	0005583882	NEWSPAPER PUBLICATION SERVICES	\$13.11	10520210-54100	SUPPLIES	\$13.11
					Vendor Total:	\$1,031.60
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN16981	JANITORIAL SVCS-CORP YARD & WW	\$425.00	20824300-52100	CONTRACTED SERVICES	\$425.00

List of Checks Presented for Approval on 11/20/2015

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN17096	JANITORIAL SVCS-CORP YARD & WW	\$425.00	20824300-52100	CONTRACTED SERVICES	\$425.00
	IN17185	JANITORIAL SVCS-CORP YARD & WW	\$800.00	84024425-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$1,650.00
ULINE	72151584	SUPPLIES	\$380.21	84024425-54100	SUPPLIES	\$380.21
					Vendor Total:	\$380.21
US CELLULAR	0109178035	PHONE SERVICE	\$165.86	80026400-55100	TELEPHONE	\$40.98
				80026400-55100	TELEPHONE	\$62.60
				82024410-55100	TELEPHONE	\$17.26
				84024421-55100	TELEPHONE	\$17.26
				84024425-55100	TELEPHONE	\$27.76
					Vendor Total:	\$165.86
USA BLUEBOOK	778703	PARTS AS NEEDED	\$3.44	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3.44
					Vendor Total:	\$3.44
WAGeworks INC	DV 111715	ADMINISTRATION FEES	\$93.20	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$93.20
					Vendor Total:	\$93.20
WECO INDUSTRIES LLC	0035113-IN	SUPPLIES	\$86.25	84024421-54100	SUPPLIES	\$86.25
					Vendor Total:	\$86.25
WEST YOST ASSOCIATED	2028500	PREP OF 2015 URBAN WATER MGMT	\$7,815.00	82024410-52100	CONTRACTED SERVICES	\$7,815.00
					Vendor Total:	\$7,815.00
ZAB ENTERPRISES INC	CH183885	PROVIDE MISC. FOOD DISHES AS N	\$10.65	73022600-54100	SUPPLIES	\$10.65
	CH177760	PROVIDE MISC. FOOD DISHES AS N	\$13.10	73022600-54100	SUPPLIES	\$13.10

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ZAB ENTERPRISES INC	CH197998	PROVIDE MISC. FOOD DISHES AS N	\$19.00	73022600-54100	SUPPLIES	\$19.00
	CH203495	PROVIDE MISC. FOOD DISHES AS N	\$48.93	73022600-54100	SUPPLIES	\$48.93
	CH202830	PROVIDE MISC. FOOD DISHES AS N	\$50.40	73022600-54100	SUPPLIES	\$50.40
	CH194876	PROVIDE MISC. FOOD DISHES AS N	\$65.30	73022600-54100	SUPPLIES	\$65.30
	CH189306	PROVIDE MISC. FOOD DISHES AS N	\$73.76	73022600-54100	SUPPLIES	\$73.76
	CH198605	PROVIDE MISC. FOOD DISHES AS N	\$193.41	73022600-54100	SUPPLIES	\$193.41
	CH197297	PROVIDE MISC. FOOD DISHES AS N	\$200.36	73022600-54100	SUPPLIES	\$200.36
	CH194586	PROVIDE MISC. FOOD DISHES AS N	\$258.75	73022600-54100	SUPPLIES	\$258.75
Vendor Total: -----						
\$933.66						
ZERO WASTE USA	89125	SUPPLIES	\$533.06	10022100-54100	SUPPLIES	\$533.06
\$533.06						
INVOICE TOTAL: \$2,310,909.70						



ITEM NO.: 7b
MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: PROPOSED INCREASE IN HOURLY RATES FOR BOUTIN JONES, INC., SPECIAL COUNSEL TO THE CITY IN UVSD V. UKIAH

Summary: Council will consider fee increases for special counsel in the Ukiah Valley Sanitation District v. City of Ukiah litigation case.

Background: On November 20, 2013, the City Council approved a retainer agreement with the Sacramento law firm Boutin Jones, Inc. to represent the City in *Ukiah Valley Sanitation District v. City of Ukiah*. Michael E. Chase, a shareholder in the firm, has provided the services under the contract, assisted by an associate, Bashar Ahmad. When the retainer agreement was entered, the firm agreed to charge \$325/hour for Mr. Chase's services and \$200/hour for the services of Mr. Ahmad. At that time, the firm normally billed \$375/hour for Mr. Chase's services and \$275/hour for Mr. Ahmad's services.

As indicated in the attached letter from Mike Chase, starting January 1, the firm's rate for Mike's services will increase to \$410/hour and \$345/hour for Bashar's services. As indicated in that attached letter, Mike proposes an increase to \$355 for his time and \$250/hour for Bashar's time.

The attached retainer agreement allows the firm to periodically review and adjust its rates. It agreed not to increase rates before the end of 2014. They have kept the original rates in effect for an additional year beyond that date.

The firm has done excellent work and services will continue to be needed, although it is expected that a substantial portion of the work will transfer over time to Steve Mitchell at Geary, Shea, O'Donnell, Grattan & Mitchell, PLC, which has also been retained.

The recommendation is to approve the fee increase, effective January 1, 2016.

FISCAL IMPACT:			
Budget Authorization in 15-16 FY CIP	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
\$300,000	City Sewer CIP	84424422.52100	Yes ☐ No ☒

RECOMMENDED ACTION(S): Approve the proposed fee increase of \$355/hour for Michael E. Chase and \$250/hour for Bashar Ahmad.

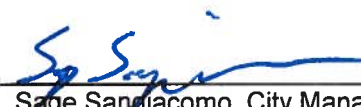
ALTERNATIVES: Not approve the proposed fee increase or counter-offer a lower hourly rate increase.

Citizens advised: N/A
Requested by: David J. Rapport, City Attorney.
Prepared by: David J. Rapport, City Attorney.
Coordinated with: Sage Sangiacomo, City Manager.
Presenter: David J. Rapport, City Attorney.
Attachments: 1 – November 20, 2015, letter from Michael E. Chase
2 - Retainer agreement with Boutin Jones, Inc.

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



Michael E. Chase
Attorney
mchase@boutinjoness.com

November 20, 2015

Via Email (drapport@pacbell.net) and U.S. Mail

David J. Rapport, Esq.
Rapport and Marston
405 W. Perkins Street
Ukiah, California 95482

Re: City of Ukiah

Dear Dave:

I write to ensure we have the assent of the City of Ukiah ("the City") to adjust our hourly rates in connection with the *Ukiah Valley Sanitation District v. City of Ukiah* litigation.

When the City engaged our firm in 2013, you will recall that we agreed to work at reduced hourly rates. When we were engaged, my customary hourly rate was \$375 and the customary hourly rate for our associate Bashar Ahmad was \$275. However, we agreed to work in this case at reduced hourly rates of \$325 and \$200, respectively. Those reduced rates were 86.6% of my customary rate and 72.7% of Bashar's customary rate.

In our engagement letter, we addressed our need to intermittently increase our rates:

Like all business people, we are not immune from increasing costs. From time to time, therefore, we must review and revise our rates and charges in order to keep pace with such demands. The revised rates and charges then will be applied to the services rendered thereafter on your behalf. While we will make every effort to notify you in advance of any increase, any increase will be reflected in our billings to you, and your receipt of such billings will constitute notice of any increase in our rates or charges. However, we agree that the reduced hourly rates we are offering in this case will not increase before the end of 2014.

Our firm has increased my and Bashar's customary rates since 2013, but we have not adjusted our hourly rates in this case. Starting January 1, 2016, my and Bashar's customary rates will increase to \$410 and \$345, respectively.

David J. Rapport, Esq.
Re: City of Ukiah
November 20, 2015
Page 2

Assuming the City agrees, we plan to increase our hourly rates in this case to achieve similar percentage discounts to those we provided in 2013, starting January 1, 2016. We would increase my and Bashar's reduced hourly rates in this case to \$355 and \$250, respectively.

Please let me know if the City is agreeable to these rate adjustments, or if you have any questions regarding this matter.

Very truly yours,

BOUTIN JONES INC.

By: 
Michael E. Chase



Michael E. Chase
Attorney
mchase@boutinjones.com

November 18, 2013

Via Email Only (drapport@pacbell.net)

City of Ukiah
c/o David J. Rapport, City Attorney
Rapport and Marston
405 W. Perkins Street
Ukiah, California 95482

Re: Engagement for Legal Services

Dear David:

We are pleased to represent the City of Ukiah in connection with its defense against the lawsuit brought by Ukiah Valley Sanitation District in the matter *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court, Case No. SC UK CVG 1363024.

In addition, we will provide other ongoing legal services, if any, requested or directed by you from time to time.

Legal Fees

We have agreed to undertake representation of the City of Ukiah (hereinafter, "you") and also agreed to reduce our standard hourly rates. For this case, my hourly rate will be \$325.00. Bashar Ahmad will also provide services to you on this matter. His reduced hourly rate will be \$200.00. Our firm includes lawyers with a variety of skills and experience, and we draw upon each other's skills to provide cost-effective legal services to you. When appropriate, we will assign certain portions of the work to persons with lower billing rates in order to minimize your legal costs. If we propose to assign work to other firm personnel, we will discuss that with you in advance and agree on the rates to be charged for their work. All work not performed by the firm's shareholders, however, will be completed under a shareholder's direct supervision, and Boutin Jones Inc. assumes full responsibility for all work performed.

We cannot precisely determine the full nature and extent of the legal services that may be necessary. Much of what will be done depends upon the responses of other parties or the actions of the courts. Consequently, compensation for our services is not a fixed fee. Our fees are based upon the time devoted to your representation, including time spent on telephone calls, negotiations, factual investigations and analysis, legal research and analysis, conferring with other attorneys in the office, document preparation and revision, travel away from the office, and all other items related to your representation.

Costs

In addition to our legal fees, we charge for costs we incur on your behalf. We separately itemize certain costs such as filing fees, process service fees, court reporter fees, messenger and other delivery fees, travel, and charges for computerized legal research. We may send the invoices for some of these costs directly to you for payment, and we may ask that you pay such costs in advance. Itemization is not practical for other costs such as photocopying, long-distance telephone, postage and facsimile charges. To cover these costs, we add to each bill an administrative charge of 4% of the legal fees charged each month.

We welcome a free and open discussion about our fee structure or any particular statement or charge. We respect the importance which our clients attach to the significant matter of fees.

Retainer

It is the policy of our firm to ask for a retainer from all new clients and from existing clients in connection with all new matters.

Schedule of Payment

We request that you pay our invoice within thirty (30) days following your receipt of our invoice, and we reserve the right to withdraw from your representation for nonpayment of our fees. Delinquencies of thirty (30) days or more from the date of the invoice will be subject to a late charge to cover additional costs that we incur.

Standard Provisions Attached

The enclosed Boutin Jones Inc. Standard Terms Regarding Services further clarify terms and conditions of our representation. Together with this letter, the Standard Terms contain our agreement for legal services.

I encourage you to contact me if you have any questions regarding our representation or our fees. If these terms are acceptable, please sign the Acceptance attached to this letter and return a copy to me. This will confirm your agreement to the terms of our engagement as described in this letter and the Standard Terms. You may keep the original for your files.

City of Ukiah
Re: Engagement for Legal Services
November 18, 2013
Page 3 of 8

Thank you for the opportunity to represent the City of Ukiah. We look forward to working with you.

Very truly yours,

BOUTIN JONES INC.

By: Michael E. Chase
Michael E. Chase

MEC/jws

Enclosure

City of Ukiah
Re: Engagement for Legal Services
November 18, 2013
Page 4 of 8

ACCEPTANCE

The undersigned accepts the agreement for legal services contained in this letter and the attached Standard Terms.

Dated: 11/18/14

CITY OF UKIAH, a General Law City

By: Jane Chambers
Name: JANE CHAMBERS
Its: CITY MANAGER



City of Ukiah
Re: Engagement for Legal Services
November 18, 2013
Page 5 of 8

BOUTIN JONES INC.
STANDARD TERMS REGARDING LEGAL SERVICES

These Standard Terms, together with the fee engagement letter, constitute the Agreement for Legal Services ("Agreement") between City of Ukiah and Boutin Jones Inc.

1. **Effective Date.** This Agreement is effective as of the date we first perform services on your behalf. If we perform legal services at your request while we are waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.
2. **Conflicts of Interest.** We have conducted a search of our files to determine if any conflicts exist that would make it impossible for us to represent you in this matter. A conflict occurs when we are asked to represent a party against a former or present client. We are prohibited from providing services where a conflict exists unless all affected parties give us permission in writing. If a conflict arises in the future, we may not be able to continue to represent you with respect to this matter unless we obtain the appropriate waivers. At this time we do not see any conflicts of this nature. If we discover any such conflicts during the course of our representation, we will bring them to your attention immediately.
3. **Attorney Time.** Our lawyers and paralegals bill in minimum units of 0.10 hours (six minutes) for any task. We will charge for all telephone calls relating to your case, including, but not limited to, calls with you and opposing counsel. Our legal personnel may confer among ourselves about your matter, as required. When we do confer, each person will charge for the time expended. If more than one of our legal personnel attends a meeting or other proceeding, each will charge for his or her time. We will charge for waiting time and for travel time, both local and out of town. We will also charge for legal research and analysis, review of documents, drafting of documents, and negotiation. All of the charges will be at the rates in effect when the services are rendered.
4. **Out of Pocket Costs and Administrative Charge.** In addition to our legal fees, we charge for costs we incur on your behalf. We separately itemize certain costs such as filing fees, process service fees, court reporter fees, messenger and other delivery fees, document recordation fees, travel, and charges for computerized legal research. We may send the invoices for some of these costs directly to you for payment, and we may ask that you pay such costs in advance. Itemization is not practical for other costs such as photocopying, long-distance telephone, postage and facsimile charges. To cover these costs, we add to each bill an administrative charge of 4% of the legal fees charged each month.

5. **Extraordinary Compensation.** In matters requiring great urgency, unusual complexity or special sophistication or training, the American Bar Association's Rules of Professional Conduct allow for these factors to be considered in formulating fees, and we would propose to do so in such instances. For example, in the course of our representation, we may be asked to render a legal opinion to a third party on your behalf. Where such an opinion is rendered by our firm, we may include a reasonable additional charge over and above the time spent on the matter by firm personnel. The amount of such additional charge will be determined by consideration of the following factors: (1) the complexity, novelty and difficulty of the questions involved and the skill, experience and professional judgment required for the opinion; (2) the amount involved in the transaction and the firm's responsibility to the recipient of the opinion rendered; (3) the time limitations imposed by the circumstances; and (4) the scope of the diligence and investigation appropriate to the transaction.

6. **Retainers.** It is our standard practice to request a retainer from you prior to rendering any legal services on your behalf. We will ask that this retainer be replenished from time to time. All retainer funds will be held in our client trust account. We will apply the retainer amount to our fees and costs. Any retainer remaining in the client trust account at the conclusion of our representation, after payment of all fees and costs, will be returned to you absent any agreement otherwise. Failure to pay our fees and costs on a timely basis, or failure to replenish the retainer as requested from time to time, will be cause for Boutin Jones Inc. to withdraw from your representation.

7. **Billing Statements.** We will bill you on a monthly basis. Our invoices will state the date of each service, the name and hourly rate of the professional performing the service, a description of the service performed, and the amount of time devoted to each item. Our out-of-pocket costs will be itemized. We invite you to discuss with us at any time any questions you may have regarding our invoices or the status of your matter. You agree to inform us in writing within 30 days if you dispute any part of an invoice, and you agree that any invoice not disputed within that time is accurate.

8. **Late Payment.** Payment of our invoices is due within ten (10) days following your receipt of our invoice. If payment is not received within thirty (30) days from the date of the invoice, you agree to pay simple interest of 0.75% (3/4%) per month on the outstanding fees and costs. This interest covers additional costs that we incur as a result of late payment.

9. **Notice of Change in Rates and Charges.** The hourly rates quoted to you in the fee engagement letter are those currently used by our firm. Like all business people, we are not immune from increasing costs. From time to time, therefore, we must review and revise our

rates and charges in order to keep pace with such demands. The revised rates and charges then will be applied to the services rendered thereafter on your behalf. While we will make every effort to notify you in advance of any increase, any increase will be reflected in our billings to you, and your receipt of such billings will constitute notice of any increase in our rates or charges. However, we agree that the reduced hourly rates we are offering in this case will not increase before the end of 2014.

10. **Additional Services.** We will provide other ongoing legal services as may be agreed upon between us from time to time. This Agreement shall apply to any such additional services.

11. **Client Responsibilities.** You agree to be truthful with us, to cooperate, to keep us informed of developments that relate to our services, to comply with this Agreement, to pay our bills on time, and to keep us advised of your current address, telephone number, and place of employment. You also agree to respond promptly, fully, and accurately to requests for information or documents and to other requests for assistance made by Boutin Jones Inc. We may communicate with you by email at any email address you provide to us from time to time.

12. **Litigation.** We cannot precisely determine the full nature and extent of the legal services that may be necessary. Much of what will be done depends upon the responses of other parties or the actions of the courts. Consequently, compensation for our services is not a fixed fee. Our fees are based upon the time devoted to your representation, including time spent on telephone calls, negotiations, factual investigations and analysis, legal research and analysis, conferring with other attorneys or staff in the office, document preparation and revision, travel away from the office, and all other items related to your representation.

13. **Experts.** To prepare or present your case or legal position, we may need expert witnesses, consultants, or investigators. We will select and engage them and you are responsible for their bills. When feasible we will consult with you before completing the engagement.

14. **Settlement.** If we are hired to pursue or defend a claim on your behalf, Boutin Jones Inc. will not settle the claim without your approval, and you have the absolute right to accept or reject any offer of settlement. We will notify you promptly of the terms of any settlement proposal that we receive on your behalf.

15. **Liens.** You grant Boutin Jones Inc. a lien on any and all claims or causes of action that are the subject of our representation and on any retainer held in our client trust account on your behalf. Our lien is for any sums owing to us for any unpaid costs or attorneys' fees. The lien attaches to any recovery you obtain.

16. **Disclaimer of Guaranty.** Boutin Jones Inc. can make no promises or guarantees about the outcome of this representation. Our comments about the outcome of your matter are expressions of opinion only.

17. **Termination of Representation.** You have the right to terminate our representation of you at any time. We have the same right, subject to our ethical obligation to provide you with reasonable notice to arrange for alternative representation. If requested by you will we return your file to you, or to a substitute attorney of your choice at your written direction. You agree to pay our actual costs of transfer, including but not limited to copying costs.

18. **Negotiated Agreement.** This is a negotiated agreement that can be accepted or rejected by the parties. The terms of this Agreement are not set by law. You may consult independent counsel before entering into this Agreement.

19. **Attorneys' Fees.** In the event that suit or arbitration is brought to enforce or interpret any part of this engagement agreement, the prevailing party will be entitled to recover, in addition to the amount of any judgment or award, a sum as and for reasonable attorneys' fees and costs incurred. If collection is undertaken by the firm's attorneys or staff, and if we are determined to be the prevailing party, we shall be entitled to reimbursement for our time based on our hourly billing rates then in effect.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between you and Boutin Jones Inc. No other agreement or statement made on or before the effective date of this Agreement is binding. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing signed by both parties. This Agreement is deemed to be entered into at our principal office in Sacramento, California. The laws of the State of California shall apply to this Agreement.



ITEM NO.: 7c

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING CONTRACT FOR BOND AND DISCLOSURE COUNSEL SERVICES AND UNDERWRITER SERVICES FOR THE UPCOMING REFUNDING OF 2005 WATER BONDS.

Summary: Council to consider recommendations for Bond and Disclosure Counsel and underwriting services for the upcoming refunding of the 2005 Water Bonds. PFM recommends Stradling Yocca Carlson and Rauth, P.C. as Bond Counsel and Raymond James & Associates, Inc. as the Underwriter based on their competency and fit for the transaction.

Background: Staff has been working with Bob Gamble at PFM, the City's financial advisor, to analyze the refinancing of the City's 2005 Water Bonds (\$11,845,000 outstanding). Based upon the volatility in the financial markets, City Staff believes it's prudent to proceed with the refinancing in order to avoid the risk, to the extent possible, of interest rates rising in the coming months. To that end, City Staff requested that PFM help assemble a financing team which includes Bond Counsel and underwriting services. PFM, in conjunction with the staff, conducted an RFP (Request for Proposal) process involving multiple prospective Bond Counsel firms and Underwriter firms. A thorough selection process was employed by PFM to identify the recommended firms for the refunding transaction. Documents appointing a Bond Counsel and Underwriter would need to be approved by Council on December 16, 2015, in order to meet the February deadline for refunding. The attached resolution (Attachment #1) provides for the hiring of these firms.

Discussion: Based on current market conditions, the potential to refinance appears to be economically advantageous to the City and its rate payers. Through a refinancing, the City is anticipated to save approximately \$35,000 per year from lower interest rates through the final maturity in 2035. After the

Continued on Page 2

RECOMMENDED ACTION(S): Staff recommends that Council adopt the resolution authorizing the Finance Director to execute a contract with Stradling Yocca Carlson and Rauth, P.C., a professional law corporation, for Bond Counsel and Disclosure Counsel Services and with Raymond James & Associates, Inc., for underwriting services related to refunding of 2005 Water Bonds.

ALTERNATIVES: Do not adopt the resolution.

Citizens advised: N/A
Requested by: N/A
Prepared by: Karen Scalabrini, Finance Director.
Coordinated with: Sean White, Water and Sewer Director.
Presenter: Karen Scalabrini, Finance Director.
Attachments: 1. Resolution
2. Response to Bond and Disclosure Counsel RFP
3. Summary of Underwriter Responses
4. Response to Underwriter RFQ
5. Financing Schedule

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

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

Approved: 
Sage Sandiacomo, City Manager

preliminary savings analysis, the next step in the process is appointing other key participants of the financing team for the transaction. This was done via an RFP process.

The RFP for Bond Counsel services was issued on November 19, 2015, to the five firms listed below:

1. Hawkins Delafield & Wood LLP
2. Jones Hall P.C.
3. Orrick, Herrington & Sutcliffe LLP
4. Sidley Austin LLP
5. Stradling Yocca Carlson & Rauth P.C.

The RFP clearly defined the scope of services expected from Bond and Disclosure Counsel. Also, it clearly outlined a list of pertinent information being requested from the firms including the potential team of attorneys for the City's engagement along with their relevant experience, proposed fee structure, most recent client references and disclosure of any potential conflicts. A period of one week was allowed for the firms to reply to the RFP with final responses expected no later than November 25, 2015. The City received three responses in total from Hawkins Delafield & Wood LLP, Orrick, Herrington & Sutcliffe LLP, and Stradling Yocca Carlson & Rauth P.C. All the responses were objectively analyzed by PFM employing straightforward selection criteria focused on the firm's qualifications, experience with utilities, and proposed fee structure. After careful consideration, PFM recommended Stradling Yocca Carlson and Rauth, P.C. (Attachment #2), as Bond Counsel based on their demonstrated ability to provide legal counsel to utilities; their understanding of the City's Water System credit along with past experience with similar credits; and lowest proposed fees for their services.

The RFP for underwriting services was issued on June 19, 2015, to multiple firms. The RFP clearly defined the scope of services expected from Underwriters. Also, it clearly outlined a list of pertinent information being requested from the firms including the potential team of professionals for the City's engagement along with the firm's relevant experience, recommended bond structure, sales and marketing strategy, proposed underwriting fee, and most recent client references. A period of one week was allowed for the firms to reply to the RFP with final responses expected no later than June 26, 2015. The City received four responses in total from the following firms:

1. Stifel, Nicolaus & Company, Incorporated
2. Piper Jaffray & Co.
3. Raymond James & Associates, Inc.
4. Southwest Securities, Inc.

All the responses were objectively analyzed by PFM employing straightforward selection criteria focused on the firms' experience with utilities, marketing plan, bond distribution capabilities, pricing view, proposed fee structure, and overall approach to underwriting the refunding bonds. See summary of Underwriter Responses (Attachment #3.) After careful comparison of the various strategies and their trade-offs, PFM recommended Raymond James & Associates, Inc. (Attachment #4) as the Underwriter based on their strong pricing desk, understanding of the City's Water System credit along, and lowest proposed fee for their services.

Impact on City Resources: The not-to-exceed amount with Stradling Yocca Carlson and Rauth, P.C. consists of \$40,000 for Bond and Disclosure Counsel Services. These funds will be paid out of the

proceeds of the refinancing transaction and do not represent a direct cost to the City of Ukiah. The estimated fees for Raymond James & Associates, Inc. is \$36,817 including the fees for Underwriter's Counsel. These funds will also be paid out of the proceeds of the refinancing transaction and do not represent a direct cost to the City of Ukiah.

Through a refinancing, the City's water enterprise is anticipated to save approximately \$35,000 annually through 2035 from lower interest rates. This represents present value savings of approximately \$543,800. The savings will improve the City's water bond coverage ratio and improve the annual cash flow for additional capital projects. As all costs related to a refinancing are contingent upon a successful closing, with the exception of a credit rating review by Standard & Poor's, no financial risk will accrue should refinancing meeting the City's requirements not occur.

After Bond Counsel and an Underwriter is selected, this expedited process will then develop the necessary financing and investor disclosure documentation and proceed towards presenting the credit of the water enterprise to Standard & Poor's. As outlined in the attached schedule (Attachment #5), resolutions, financing, and investor disclosure documentation would be brought to the City Council for approval at its February 17, 2016, meeting. Assuming City Council approval, the bond issuance would be finalized and bonds would be marketed to investors. Once acceptable rates, terms, and conditions are secured, and a bond purchase agreement signed between the City and Underwriter, a notice of redemption will be sent to the 2005 Bonds' bondholders notifying them of intent to redeem. This redemption notice must occur prior to February 13th (since this is a Saturday, notice can be no later than Friday, February 12th). At this point the bonds issue would be finalized with an expected closing on or about March 14, 2016.

The attached resolution (Attachment #1) stipulates the benefits from the proposed refunding, and provides for the hiring of the Bond Counsel and Underwriting Firm in order to accomplish these benefits.

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

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING
ACTIONS IN CONNECTION WITH A POTENTIAL REFUNDING OF WATER
REVENUE BONDS**

WHEREAS, in accordance with Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53550 thereof) (the “Refunding Law”), the City of Ukiah (the “City”) is authorized to issue its bonds for the purpose of refunding its bonds; and

WHEREAS, the Association of Bay Area Governments (the “Authority”) issued 2005 Water and Wastewater Revenue Bonds, Series A (the “2005 Water Bonds”) on behalf of the City to finance the acquisition and construction of capital improvements to water and/or wastewater systems of the City in the principal amount of \$17,900,000, of which \$11,845,000 is presently outstanding; and

WHEREAS, the City entered into an Installment Purchase Agreement (the “2005 Installment Purchase Agreement”), dated as of September 1, 2005, between the City and the Authority, pursuant to which the City made installment payments to the Authority in the amounts sufficient to make debt service payments on the 2005 Water Bonds; and

WHEREAS, the City wishes at this time to issue Water Revenue Refunding Bonds, Series 2016 (the “Series 2016 Refunding Bonds”) for the purpose of refunding the 2005 Water Bonds in order to realize cash flow savings; and

WHEREAS, prepaying the 2005 Water Bonds is reasonably expected to result in anticipated net cash flow savings of approximately \$35,000 in annual debt service from lower interest rates through the final maturity in 2035 or total estimated present value savings of approximately \$543,800 over the life of the bonds which will result in an improved bond coverage ratio for the City’s water system; and

WHEREAS, the Series 2016 Refunding Bonds, upon issuance, will be payable from the net revenues derived from the City’s water system available after payment of operation and maintenance costs of the water system; and

WHEREAS, the City has solicited proposals from Bond and Disclosure Counsel and Underwriters, whose services will be required for the execution of the refunding transaction; and

WHEREAS, the City has received proposals for Bond and Disclosure Counsel and for Underwriter services which were evaluated based on the quality of response and the proposed cost of services; and

WHEREAS, based on these evaluations, the City has determined to contract with Stradling Yocca Carlson and Rauth, P.C. as Bond and disclosure Counsel and Raymond James & Associates, Inc. as the Underwriter for Series 2016 Refunding Bonds; and

WHEREAS, the proceeds from the issuance of the 2016 Refunding Bonds and/or discounts provided in connection with the issuance of the bonds will be lawfully used to pay the fees and expenses of Bond and Disclosure Counsel and the Underwriter;

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

Section 1. The City Manager is hereby authorized and directed to enter into contracts with Stradling Yocca Carlson and Rauth, P.C. as Bond and Disclosure Counsel and Raymond James & Associates, Inc. as the Underwriter for the refunding transaction, provided the terms of such contracts are consistent with the provisions of this Resolution and the fees and/or discounts called for in said contracts are approved by the City Council.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 16th day of December 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steve Scalmanini, Mayor

ATTEST:

City Clerk

STRADLING Yocca CARLSON & RAUTH, P.C.
660 NEWPORT CENTER DRIVE, SUITE 1600
NEWPORT BEACH, CA 92660-6422
SYCR.COM

CALIFORNIA
NEWPORT BEACH
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
SANTA MONICA
COLORADO
DENVER
NEVADA
RENO
WASHINGTON
SEATTLE

November 25, 2015

Mary Horger, Purchasing Supervisor
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95842

*Re: Response of Stradling Yocca Carlson & Rauth to Request for Proposals – Fee
Structure and Estimate – Bond and Disclosure Counsel Services*

Stradling Yocca Carlson & Rauth, a Professional Corporation (the “Firm”), is pleased to submit this proposal to serve as bond and disclosure counsel to the City of Ukiah (the “City”) in connection with the issuance of Revenue Refunding Bonds to refund the 2005 Water and Wastewater Revenue Bonds, Series A. The Firm is well qualified, and is committed to devoting the resources necessary, to serve the City as bond and disclosure counsel.

The Firm has extensive experience serving as bond and disclosure counsel to municipal water and wastewater utilities throughout California. In 2014, the Firm was ranked as the number two bond counsel in California by dollar amount and number of issues, and as the number two disclosure counsel in the United States by dollar amount.

The Firm is fully capable of drafting bond authorizing and closing documents to accommodate the issuance of the Refunding Revenue Bonds on an accelerated financing calendar, providing opinions as to the validity and tax status of bonds and providing opinions as to the satisfaction of defeasance requirements in connection with the refunding. The Firm is also committed to advising the City on an ongoing basis with respect to tax matters, appearances before the rating agencies, the preparation of disclosure documents and the preparation of continuing disclosure undertakings.

Further information with respect to the Firm is set forth in Appendix A.

1. Team

Cyrus Torabi would be primarily responsible for legal services on this engagement. Brian Forbath would also work on this engagement as necessary. Contact information for Messrs. Torabi and Forbath is set forth below and their resumes are set forth in Appendix B.

Cyrus Torabi, Shareholder
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
(949) 725-4265
ctorabi@sycr.com

Brian Forbath, Shareholder
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
(949) 725-4193
bforbath@sycr.com

November 25, 2015

Page Two

2. Fee Structure

The Firm proposes the below not-to-exceed fixed fees in connection with the engagement, in each case fully contingent on the issuance of the Revenue Refunding Bonds. There are no limitations or conditions on such fees.

	Bond Counsel	Disclosure Counsel	Bond and Disclosure Counsel
Fee	\$25,000	\$20,000	\$40,000
Expenses (if any)	0	0	0

3. References

Carrie Corder
Assistant General Manager/CFO
Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
(909) 483-7435
carriec@cvwdwater.com

Charles Turner
Director of Finance
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570
(951) 928-3777 x4363
turnerc@emwd.org

Daniel A. Bills
Finance Director
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821
(916) 679-3970
dbills@sswd.org

4. Other Requirements

The Firm has reviewed the insurance requirements set forth in the Request for Proposals and can maintain and provide evidence of the required insurance naming the City as an additional insured.

The Firm affirms that it would have no conflict of interest in representing the City.

The Firm has reviewed and signed the addenda to the Request for Proposals, which are attached.

Cyrus Torabi, a shareholder of the Firm, is authorized to make representations for the Firm in connection with this response. This proposal is valid for 120 days from the date hereof.

Best regards,



STRADLING YOCICA CARLSON & RAUTH, P.C.

APPENDIX A

INFORMATION ABOUT STRADLING Yocca CARLSON & RAUTH

Stradling Yocca Carlson & Rauth (the "Firm") was founded in Newport Beach in 1975 and has had a municipal finance practice since its inception. The Firm's 122 attorneys practice public finance, public law, corporate law, securities litigation, business litigation, intellectual property litigation, bankruptcy, corporate taxation and white collar criminal defense. The Firm maintains offices in Newport Beach, San Diego, San Francisco, Sacramento, Santa Monica, Santa Barbara, Reno, Denver and Seattle.

The Firm's size offers an advantage to clients for many reasons. First, the Firm has expertise in areas such as real estate, corporate securities/litigation and general public law that can be useful in analyzing all relevant issues for a bond financing. Second, the Firm's size provides stability and assurance to clients that the Firm will be in practice to follow up on matters related to the services it renders. This is critical to public agencies in an environment where bond issues require ongoing monitoring for federal securities and tax law compliance. The Firm is not an international firm, so its cost structure allows it to provide bond counsel and disclosure counsel services more cost-effectively than other firms.

Public finance is an extremely important focus of the Firm. 31 lawyers in the Firm practice in the areas of public finance and general public law. 16 shareholders, 7 associates and 5 paralegals devote substantially all of their efforts to the public finance practice. 2 shareholders of the Firm restrict their practice exclusively to the tax aspects of public finance, advising clients on the structuring of transactions and representing clients in the event that a transaction is audited by the Internal Revenue Service.

Members of the public law department are often called upon to speak at seminars for public agencies and municipal finance specialists, including those held by the Association of California Water Agencies, the California Special District Association, the California Redevelopment Association, the National Association of Bond Lawyers, the California Debt and Investment Advisory Commission, the California League of Cities, The Bond Buyer and others. Members of the Firm are also recognized experts in federal securities law matters that will directly impact the City's financings.

The depth and breadth of the Firm's experience as bond counsel and disclosure counsel is underscored its recent bond counsel and disclosure counsel rankings as set forth below.

CALIFORNIA BOND AND DISCLOSURE COUNSEL RANKINGS

<i>Year</i>	<i>Bond Counsel Rankings</i>			<i>Disclosure Counsel Rankings</i>		
	<i>\$ Volume (Millions)</i>	<i>Rank</i>	<i>Number of Transactions</i>	<i>\$ Volume (Millions)</i>	<i>Rank</i>	<i>Number of Transactions</i>
2014	\$8,391	2	139	\$6,611	2	135
2013	9,761	1	183	9,304	2	194
2012	5,978	2	141	5,813	2	143
2011	4,184	2	130	5,198	2	129

In the past two years, Cyrus Torabi has acted as bond counsel and disclosure counsel with respect to water and wastewater financings for the Cities of Escondido, Oceanside, Salinas and Fountain Valley, and as disclosure counsel to the Cities of Ventura, Santa Paula and Corona. Mr. Torabi also serves as bond counsel to Eastern Municipal Water District, West Basin Municipal Water District, Castaic Lake Water Agency, Westlands Water District, Santa Clara Valley Water District, Orange County Water District, Sacramento Suburban Water District, San Juan Water District and El Dorado Irrigation District, among many others. As a specialist in water and wastewater financings, Mr. Torabi has extensive experience interpreting the California Water Code and California Government Code provisions relating to bond issuances.

The following pages list the water and wastewater financings for which the Firm has served as bond counsel and disclosure counsel, respectively, since January 1, 2011.

Stradling Yocca Carlson & Rauth
Bond Counsel Closings - 1/1/2011 to Present
Water and Wastewater Financings

Total \$2,514,076,700

Total Deals: 71

<i>Closing Date</i>	<i>Issuer</i>	<i>Project Name</i>	<i>Principal Amount</i>
1/25/2011	Porterville Irrigation District	Revenue Certificates of Participation, Series 2011A*	\$5,190,000
6/21/2011	South Coast Water District	Refunding General Obligation Bonds, Series 2011A*	\$2,965,000
7/7/2011	San Bernardino Valley Municipal Water District	Revenue Certificates of Participation, Series 2011A*	\$8,565,000
7/13/2011	Ripon Public Financing Authority	Installment Purchase Agreement*	\$2,195,000
7/20/2011	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2011A	\$56,255,000
7/22/2011	Eastern Municipal Water District	Water and Sewer Revenue Refunding Variable Rate Certificates of Participation, Series 2008D (REMARKETING)	\$45,175,000
7/22/2011	Eastern Municipal Water District	Water and Sewer Revenue Refunding Variable Rate Certificates of Participation, Series 2008E (REMARKETING)	\$48,645,000
9/15/2011	Upper Santa Clara Valley Joint Powers Authority	Refunding Revenue Bonds, Series 2011A (Santa Clarita Water Division)*	\$52,290,000
9/22/2011	Coachella Sanitary District	Installment Purchase Agreement (Wastewater Treatment Project - USDA Loan)	\$3,000,000
9/22/2011	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2011A*	\$34,190,000
11/17/2011	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2011B*	\$60,275,000
12/13/2011	Nevada Irrigation District Joint Powers Authority	(Nevada and Placer Counties, California) Revenue Bonds, Series 2011A*	\$25,970,000
2/22/2012	City of Salinas	Sanitary Sewer System Revenue Bonds, Series 2012*	\$17,995,000
4/4/2012	Escondido Joint Powers Financing Authority	Revenue Bonds (Wastewater System Financing), Series 2012*	\$27,390,000
4/4/2012	Escondido Joint Powers Financing Authority	Revenue Bonds (Water System Financing), Series 2012*	\$31,660,000

* Mr. Torabi served as bond counsel on this financing.

4/12/2012	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2012A*	\$50,325,000
4/19/2012	Sacramento Suburban Water District	Refunding Revenue Bonds, Series 2012A*	\$29,200,000
4/26/2012	West Stanislaus Irrigation District	Revenue Certificates of Participation, Series 2012A*	\$15,215,000
5/3/2012	South San Joaquin Irrigation District	Refunding Revenue Bonds, Series 2012A*	\$17,975,000
5/16/2012	San Juan Water District	Refunding Revenue Bonds (San Juan and Citrus Heights Project), \$15,195,000 Series 2012A and \$705,000 Series 2012B (Taxable)*	\$15,900,000
5/30/2012	City of Santa Monica	Wastewater Refunding Revenue Bonds Series 2012A	\$8,955,000
6/1/2012	Eastern Municipal Water District	Water and Sewer Revenue Refunding Variable Rate Certificates of Participation, Series 2008C (REMARKETING)	\$53,355,000
6/19/2012	City of Santa Maria	Water and Wastewater Revenue Refunding Bonds, \$48,064,492.80 Series 2012A (Tax-Exempt) and \$2,055,000.00 Series 2012B (Taxable)*	\$50,119,493
6/21/2012	Eastern Municipal Water District	Water and Sewer Revenue Variable Rate Certificates of Participation, Series 2008G (REMARKETING)	\$50,000,000
6/28/2012	Santa Clara Valley Water District	Commercial Paper Certificates, Series A (Tax-Exempt) and Series B (Taxable)*	\$100,000,000
7/2/2012	Santa Clara Valley Water District	2012-2013 Taxable Tax and Revenue Anticipation Notes*	\$60,000,000
7/2/2012	Santa Clara Valley Water District	2012-2013 Tax and Revenue Anticipation Notes*	\$40,000,000
7/12/2012	El Dorado Irrigation District	Refunding Revenue Bonds \$48,935,000 Series 2012A and \$1,750,000 Series 2012B (Taxable)	\$50,685,000
7/19/2012	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2012A	\$50,000,000
9/19/2012	Yorba Linda Water District	Refunding Revenue Bonds, Series 2012A*	\$8,330,000
9/20/2012	City of Ripon	Water Revenue Refunding Bonds Series 2012 (Bank Qualified)	\$3,350,000
10/25/2012	Westlands Water District	Refunding Revenue Bonds, Series 2012A*	\$77,000,000
11/20/2012	Dinuba Financing Authority	Lease Revenue Refunding Bonds (Public Works Projects) Issue of 2012	\$11,270,000
11/20/2012	Palmdale Water District	2012 Installment Purchase Agreement Re Prepayment of Refunding Revenue Certificates of Participation Series 1998	\$12,765,208

* Mr. Torabi served as bond counsel on this financing.

11/20/2012	City of Dinuba	Wastewater Revenue Refunding Bonds Series 2012	\$8,145,000
12/4/2012	Lindsay Financing Authority	Taxable Lease Revenue Refunding Bonds Issue of 2012	\$1,835,000
12/20/2012	Napa Sanitation District	Revenue Certificates of Participation, Series 2012A	\$37,845,000
3/25/2013	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2013A*	\$54,575,000
5/8/2013	Oceanside Public Financing Authority	Sewer Revenue Refunding Bonds, Series 2013A	\$15,135,000
5/23/2013	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2013A*	\$17,165,000
5/30/2013	Palmdale Water District Public Financing Authority	Water Revenue Bonds, Series 2013A†	\$44,350,000
6/4/2013	Orange County Water District	Refunding Revenue Bonds Series 2013A	\$53,000,000
6/5/2013	Otay Water District	2013 Water Revenue Refunding Bonds (Bank Qualified)	\$7,735,000
6/19/2013	East Valley Water District Financing Authority	Revenue Bonds, Series 2013A*	\$12,085,000
6/25/2013	San Luis & Delta-Mendota Water Authority	Refunding Revenue Bonds (DHCCP Development Project), Series 2013A*	\$37,550,000
6/27/2013	Western Riverside Water and Wastewater Financing Authority	Local Agency Revenue Refunding Bonds \$52,335,000 2013 Series A-1 and \$1,840,000 2013 Series A-2	\$54,175,000
6/27/2013	Western Riverside Water and Wastewater Financing Authority	Local Agency Revenue Refunding Bonds 2013 Series B	\$24,750,000
8/15/2013	West Stanislaus Irrigation District	Revenue Certificates of Participation, Series 2013A*	\$12,755,000
9/25/2013	Ontario Public Financing Authority	2013 Water Revenue Bonds*	\$74,545,000
1/22/2014	Goleta Water District	Refunding Revenue Certificates of Participation, Series 2014A*	\$19,050,000
3/5/2014	El Dorado Irrigation District	Refunding Revenue Bonds, Series 2014A*	\$121,190,000
6/4/2014	Mojave Water Agency	Refunding Revenue Bonds, Series 2014A	\$13,155,000
6/11/2014	Eastern Municipal Water District	Refunding Water and Wastewater Revenue Bonds, Series 2014A*	\$48,645,000
6/17/2014	Castaic Lake Water Agency	Refunding Revenue Bonds, Series 2014A	\$16,750,000
6/26/2014	City of Riverside	Variable Rate Sewer Revenue Bonds, Issue of 2014A	\$50,000,000

* Mr. Torabi served as bond counsel on this financing.

8/21/2014	Merced Irrigation District	Water and Hydroelectric System Refunding Revenue Bonds Series 2014A	\$30,685,000
8/21/2014	Merced Irrigation District	Water and Hydroelectric System Refunding Revenue Bonds Series 2014B (Taxable)	\$725,000
10/8/2014	Eastern Municipal Water District	Refunding Water and Wastewater Revenue Bonds, Series 2014B*	\$45,175,000
10/30/2014	Eastern Municipal Water District	Refunding Water and Wastewater Revenue Bonds, Series 2014C*	\$54,765,000
12/17/2014	Fountain Valley Public Financing Authority	Revenue Bonds, Series 2014A*	\$13,695,000
2/24/2015	Western Riverside Water and Wastewater Financing Authority	Local Agency Revenue Refunding Bonds, Series 2015A	\$19,976,000
2/26/2015	Yucalpa Valley Water District	Water System Refunding Revenue Bonds Series 2015A	\$30,810,000
4/7/2015	Emerald Bay Service District	2015 Installment Sale Agreement*	\$7,000,000
4/28/2015	Upper Santa Clara Valley Joint Powers Authority	Revenue Bonds, Series 2015A	\$64,000,000
5/13/2015	City of Malibu	Refunding Certificates of Participation \$11,940,000 2015A (Taxable) and \$8,895,000 2015B (Tax Exempt)	\$20,835,000
5/14/2015	City of Escondido	Refunding Revenue Bonds (Wastewater System) \$14,645,000 Series 2015A and \$5,060,000 Series 2015B (Taxable)*	\$19,705,000
6/10/2015	City of Riverside	Sewer Revenue Bonds, Series 2015A	\$200,030,000
6/18/2015	Eastern Municipal Water District Financing Authority	Water and Wastewater Revenue Bonds, Series 2015B*	\$74,430,000
6/23/2015	Eastern Municipal Water District	Refunding Water and Wastewater Revenue Bonds, Series 2015A*	\$50,000,000
8/27/2015	Olivenhain Municipal Water District	Water System Refunding Revenue Bonds Series 2015A	\$23,455,999
10/1/2015	City of Garden Grove	Water Revenue Refunding Bonds, Series 2015*	\$8,150,000

* Mr. Torabi served as bond counsel on this financing.

Stradling Yocca Carlson & Rauth
Disclosure Counsel Closings - 1/1/2011 to Present
Water and Wastewater Financings

Total \$1,234,280,999

Total Deals: 36

<i>Closing Date</i>	<i>Issuer</i>	<i>Project Name</i>	<i>Principal Amount</i>
6/21/2011	South Coast Water District	Refunding General Obligation Bonds, Series 2011A*	\$2,965,000
7/7/2011	San Bernardino Valley Municipal Water District	Revenue Certificates of Participation, Series 2011A*	\$8,565,000
7/20/2011	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2011A	\$56,255,000
9/15/2011	Upper Santa Clara Valley Joint Powers Authority	Refunding Revenue Bonds, Series 2011A (Santa Clarita Water Division)*	\$52,290,000
9/22/2011	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2011A*	\$34,190,000
11/17/2011	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2011B*	\$60,275,000
12/13/2011	Nevada Irrigation District Joint Powers Authority	(Nevada and Placer Counties, California) Revenue Bonds, Series 2011A*	\$25,970,000
2/22/2012	City of Salinas	Sanitary Sewer System Revenue Bonds, Series 2012*	\$17,995,000
4/4/2012	Escondido Joint Powers Financing Authority	Revenue Bonds (Water System Financing), Series 2012*	\$31,660,000
4/4/2012	Escondido Joint Powers Financing Authority	Revenue Bonds (Wastewater System Financing), Series 2012*	\$27,390,000
4/12/2012	West Basin Municipal Water District	Refunding Revenue Bonds, Series 2012A*	\$50,325,000
5/30/2012	City of Santa Monica	Wastewater Refunding Revenue Bonds Series 2012A	\$8,955,000
7/19/2012	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2012A	\$50,000,000
8/1/2012	Corona Utility Authority	2012 Water Revenue Bonds (Water Projects)*	\$35,880,000
10/30/2012	Cucamonga Valley Water District Financing Authority	Water Revenue Bonds, Series 2012*	\$37,885,000
11/13/2012	City of San Buenaventura Public Facilities Financing Authority	\$11,095,000 2012 Taxable Water Revenue Bonds, Series A and \$34,355,000 2012 Water Revenue Bonds, Series B*	\$45,450,000
11/15/2012	City of San Buenaventura	\$2,560,000 2012 Taxable Wastewater Revenue Refunding Bonds, Series A and \$15,915,000 2012 Wastewater Revenue Refunding Bonds, Series B*	\$18,475,000

* Mr. Torabi served as disclosure counsel on this financing.

12/4/2012	Lindsay Financing Authority	Taxable Lease Revenue Refunding Bonds Issue of 2012	\$1,835,000
12/20/2012	Napa Sanitation District	Revenue Certificates of Participation, Series 2012A	\$37,845,000
3/25/2013	Eastern Municipal Water District	Refunding Water and Sewer Revenue Bonds, Series 2013A*	\$54,575,000
3/28/2013	City of Sacramento	Water Revenue Bonds, Series 2013	\$215,195,000
5/8/2013	Oceanside Public Financing Authority	Sewer Revenue Refunding Bonds, Series 2013A	\$15,135,000
5/30/2013	Palmdale Water District Public Financing Authority	Water Revenue Bonds, Series 2013A*	\$44,350,000
6/5/2013	Otay Water District	2013 Water Revenue Refunding Bonds (Bank Qualified)*	\$7,735,000
6/19/2013	East Valley Water District Financing Authority	Revenue Bonds, Series 2013A*	\$12,085,000
6/26/2013	Corona Utility Authority	2013 Wastewater Revenue Bonds (Wastewater Projects)*	\$20,890,000
6/27/2013	City of Sacramento	Wastewater Revenue Bonds, Series 2013	\$30,855,000
7/2/2014	Cucamonga Valley Water District Financing Authority	Water Revenue Bonds, Series 2014*	\$12,150,000
11/4/2014	City of San Buenaventura Public Facilities Financing Authority	2014 Wastewater Revenue Bonds, Series C*	\$22,730,000
11/4/2014	City of San Buenaventura Public Facilities Financing Authority	2014 Water Revenue Bonds, Series C*	\$16,645,000
12/17/2014	Fountain Valley Public Financing Authority	Revenue Bonds, Series 2014A*	\$13,695,000
2/26/2015	Yucaipa Valley Water District	Water System Refunding Revenue Bonds Series 2015A	\$30,810,000
4/30/2015	Santa Paula Utility Authority	2015 Wastewater Enterprise Revenue Bonds \$67,195,000 Series A and \$2,035,000 Taxable Series B*	\$69,230,000
5/13/2015	City of Malibu	Refunding Certificates of Participation \$11,940,000 2015A (Taxable) and \$8,895,000 2015B (Tax Exempt)	\$20,835,000
5/14/2015	City of Escondido	Refunding Revenue Bonds (Wastewater System) \$14,645,000 Series 2015A and \$5,060,000 Series 2015B (Taxable)*	\$19,705,000
8/27/2015	Olivenhain Municipal Water District	Water System Refunding Revenue Bonds Series 2015A	\$23,455,999

* Mr. Torabi served as disclosure counsel on this financing.

APPENDIX B

RESUMES

Cyrus Torabi

Georgetown University Law Center, Washington, D.C., Juris Doctor, 2002

University of California, Davis, Davis, CA, Bachelor of Arts, International Relations, 1998

- Regents Scholar; Graduated with High Honors

Stradling, Yocca, Carlson & Rauth, Newport Beach, California, June 2008 – present

Representative clients: West Basin Municipal Water District, Eastern Municipal Water District, Orange County Water District, South Coast Water District, Castaic Lake Water Agency, State of California, Citigroup Global Markets Inc., El Dorado Irrigation District, City of San Diego

- Bond counsel and disclosure counsel representing water and wastewater agencies in connection with new money and refunding financings, including bonds and certificates of participation secured by lease revenues, installment payments and net operating revenues, index tender notes, variable rate demand obligations and commercial paper notes
- Disclosure counsel representing State of California in connection with multibillion dollar bond issuance secured by property tax receivables from 1,300 local agencies
- Special counsel representing state industrial development authority with respect to exchange and remarketing of bonds secured by Pacific Gas & Electric revenues
- Bond counsel and disclosure counsel representing city with respect to issuance of bonds secured by wastewater system revenues and related withdrawal from pooled bond offering
- Underwriter's counsel representing municipal bond underwriters with respect to issuance of tax-exempt municipal securities

Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, March 2007 – May 2008

Representative clients: Wells Fargo Bank, RREEF, Hackman Capital Partners, Los Angeles County Employees Retirement Association, Lennar Corporation

- Real estate counsel representing commercial lenders with respect to loan funding and refinancing transactions, including title analysis for secured properties, drafting and negotiating mortgages and assignments of leases and rents and negotiating title insurance policies
- Real estate counsel representing pension funds and real estate investment funds with respect to formation of joint ventures, real property investments and commercial real estate loans
- Real estate counsel representing commercial landlords and tenants, including technology and biotechnology startup companies and nationally recognized retailers, with respect to negotiation and drafting of commercial leases and amendments and renewals thereof

Higgs, Fletcher & Mack LLP, San Diego, California, July 2003 – February 2007

Representative clients: The Corky McMillin Companies, Lowe's Home Improvement Warehouse, Viejas Band of Kumeyaay Indians, San Diego Unified School District

- Real estate counsel representing land developers, restaurant developers, and commercial lenders
- Real estate counsel representing Native American tribe in various aspects of off-reservation property acquisitions, development, landlord-tenant issues, and real property litigation
- Real estate counsel representing city with respect to transition of 500-space mobilehome park on to recreational use

United States Army Corps of Engineers, Cincinnati, Ohio, September 2002 – June 2003

Brian Forbath

PRACTICE BACKGROUND

AND RELATED EXPERIENCE: Practices in the area of public law, specializing in municipal finance

Judicial Extern, Honorable Barry Russell, U.S. Central District Bankruptcy Court

EDUCATION:

J.D., Loyola Law School, Los Angeles, CA, 1998 B.A.

University of California-Santa Barbara, Santa Barbara, CA, 1994 (Partly earned at the Universidad de Valencia, Valencia, Spain)

SPECIAL HONORS AND MEMBERSHIPS:

State Bar of California
Federal Bar Association
American Bar Association
Orange County Bar Association
National Association of Bond Lawyers
Barry Russell Scholarship Award, Los Angeles Chapter - Federal Bar Association
Drafted published opinion In Re Jones, 208 B.R. 935 (Bankr. 9th Cir. 1997)

TASK FORCE:

National Association of Bond Lawyers Task Force on drafting *Disclosure Roles of Counsel in State and Local Government Securities Offerings* (3rd Edition, 2008)

LECTURER:

National Association of Bond Lawyers, Bond Attorneys' Workshop, Chicago 2007
California Debt and Investment Advisory Commission
California Society of Municipal Finance Officers



RFP
BOND AND DISCLOSURE COUNSEL SERVICES

Addendum No. 1
November 20, 2015

The following is Addendum No. 1 to RFP – BOND AND DISCLOSURE COUNSEL SERVICES.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR PROPOSAL, OR IT MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked and their corresponding answers:

Q1: When is the expected closing date?

A1: The expected closing date is April 1, 2016.

Q2: Will the bonds be sold by underwriters through a negotiated sale or to a bank in a direct purchase transaction?

A2: Through a negotiated sale.

Q3: Will the proceeds be used only to refund the 2005 bonds and pay costs of issuance?

A3: Yes.

All other terms and conditions remain in full force and effect.

Mary V. Horger

Mary V. Horger
Purchasing Supervisor

ACKNOWLEDGMENT

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

Signed: *[Signature]* Date: 25 Nov 2015

Company Name: Strudling Yocum Carlson & Roth



RFP
BOND AND DISCLOSURE COUNSEL SERVICES

Addendum No. 2
November 23, 2015

The following is Addendum No. 2 to RFP – BOND AND DISCLOSURE COUNSEL SERVICES.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR PROPOSAL, OR IT MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked and their corresponding answers:

Q1: What entity will be the issuer of the bonds: ABAG, City or another entity?

A1: It will likely be the City.

All other terms and conditions remain in full force and effect.

Mary V. Horger

Mary V. Horger
Purchasing Supervisor

ACKNOWLEDGMENT

I hereby acknowledge that I have received this Addendum No. 2 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: _____

Company Name: _____

		Stifel	Piper Jaffray	Raymond James	Southwest Securities
Experience	California	#1 in senior managed new issues by transactions and par amount #13 issues totaling \$21.5B	#2 in senior managed new issues by transactions 353 issues totaling \$7.9B	1,113 transactions in 2014, 25% more than the nearest top 10 competitors	5 senior managed issues totaling \$288.8M since 2013
	California Water/Sewer	#1 in senior managed new issues by transactions 70 issues totaling \$1.7B	9 issues totaling \$341M since 2012 (Senior Manager + Placement Agency)	#1 in senior managed issues in 2014 by transactions 14 senior managed issues since 2012 totaling \$438M	64 Utility revenue credits totaling \$3.2+B; lead banker worked on 6 similar water/sewer refunding issues, completed 20 issues totaling \$360M since 2013
Credit Strategy		<u>Potential Issuer Options:</u> ABAG, Other Conduit, City, City-controlled JPA <u>Strong Metrics:</u> three years of financial operations, strong coverage, strong liquidity support <AA ratings <u>Challenge:</u> concern with 2010 and 2011 historicals No value in bond insurance and no DSRF needed if AA ratings	<u>Credit Strength:</u> essential water utility service despite narrow local economy; comparable water rates to neighboring cities; volumetric rate structure and future rate increases; \$22M capital improvement plan; management; legal bond framework to be developed <u>Challenge:</u> small size of service area <u>Overall Rating Estimate:</u> "A" Category DSRF needed given limited local economy and service area; or consider surety bonds policy to address negative arbitrage Consider bond insurance from BAM (25-30 bps P&I premium and 175-200 bps surety) or AGM (25-35 bps P&I premium and 200 bps surety)	Recommend bond insurance: BAM/AGM (low end: insurance 20 bps; surety 175 bps) or National (12 bps and 100 bps) Would evaluate issuing without DSRF pending credit rating, but insurance/surety increases savings by \$59K/\$44K Recommend 1.2x debt service coverage and rate stabilization fund	Recommend getting rating from only S&P <u>Strength:</u> water rights, 5,600+ connections, lack of concentration of top consumers, stable local economy with adequate income levels, modest growth; best small town in CA and #6 in the USA <u>Challenge:</u> moderately high unemployment rate <u>Overall Rating Estimate:</u> A+/AA- depends on legal coverage req and current status of local economy Structured w/o bond insurance (but keep this option open) No need for DSRF
Structuring Considerations		NPV Savings: \$1.02 million with first P&I payment from current revenues; \$992k without contribution Consider forgoing initial first payment contribution to fund new money portion Consider refunding SRF loan to reduce administrative burden (\$50k savings)	Not discussed	<u>Refunding (2005 ABAG Bonds):</u> NPV Savings assuming a high A rating: Uninsured: \$834K; Insured: \$878K <u>New Money:</u> 1) Use refunding savings for funding new project - negatively impact ratings 2) Apply first debt service contribution to fund the majority of the new project instead of for the refunding - negatively impact savings 3) Layer \$800K on top of refunding to produce aggregate level debt service - 2035 final maturity refunding	Refunding 2005 Bonds: NPV Savings \$640K assuming A+ rating; \$740K assuming AA- Recommend private placement (less significant savings, but could lock in an interest rate within 3 or 4 weeks and an early closing)
Marketing Strategy	Marketing Plan	<u>Short-Term:</u> separately managed accounts, trust departments <u>Medium Term:</u> individual retail and money manager accounts Target: recent essential service investors	<u>Piper Jaffray's advantages:</u> Piper Jaffray has complete and focused attention for bond issues less than \$25M; Focus on Tier II/III institutional and pooled retail investors <u>To achieve the lowest interest rates possible:</u> Maintain couponing flexibility; work with retail distribution platforms to stimulate demand from retail investor base; post POS and rating reports early; disseminate internal deal summary to sales force	Tap the top institutional investors who like water credits; Bifurcate maturities (premiums for institutions, par-ish coupons for retail); Post POS and rating reports early; Run pre-sale ads to stimulate local retail demand; Follow up with any "hold out" investors and resolve their concerns	<u>Tier I:</u> tax-exempt bond funds, large cap corporations, insurance companies <u>Tier II:</u> regionally based mid-cap corporations, bank trust departments, large regional money managers; <u>Tier III:</u> money managers, bank trust departments, investment advisors, private manager wrap accounts Short-term (1st 15 years): Institutional driven with tier II/III Long-term (15-30 years): investor mix retail driven
	Bond Distribution Capability	not discussed	<u>Institutional:</u> strong coverage of large Tier I accounts; 93 Institutional sales professionals; supplementary focus on mid-tier institutional account coverage <u>Retail:</u> over 5.7M accounts worth \$500B (\$47K CA accounts worth \$54B); strong coverage of professional retail accounts through regional sales hubs	24 Municipal Institutional sales professionals 185 Fixed income generalists 7,000 retail brokers, with 350 in CA	30 offices nationwide; 3000+ combined retail sales individuals, with 100 in CA; 171K customer accounts; 56 institutional sales people; Provides securities clearing services to 170+ security brokerage firms employing 2500 brokers
Personnel	Lead	Guillermo Garcia	Dennis McGuire	Wing-See Fox	Mike Cavanaugh
	Members	Ralph Holmes	Tony Rapista	Tom Innis Stephanie Aranda	-
	Underwriting	Betsy Klehn	Christopher Bessette	Parker Colvin	Jeff Harris
References		Morgan Hill Financing Authority, Steve Rymer Silicon Valley Clean Water, Dan Child Eastern Municipal Water District, Debby Cherney	La Habra Utility Authority, Jim Sadro Palmdale Water District, Dennis LaMoreaux City of Davis, Herb Niederberger	City of El Centro, Leticia Salcido City of Fountain Valley, David Cain Humboldt Community Services, David Hull	Pajaro Valley Water Management Agency, Mary Bannister City of Woodland, Kim McKinney City of West Sacramento, Paul Blumberg
Bond Pricing	Estimated Scale	see other spreadsheet	see other spreadsheet	see other spreadsheet	see other spreadsheet
Fees	Management	-	-	-	-
	Avg Take-down	\$4.00	\$4.50	\$1.95	\$4.62
	Expenses	\$1.33	\$1.41	\$1.26	\$1.46
	Total	\$5.33	\$5.91	\$3.21	\$6.08

CITY OF UKIAH



CITY OF UKIAH

Underwriter Request for Qualifications 2015 Water Revenue Refunding Bonds

June 26, 2015

RAYMOND JAMES®

Raymond James & Associates, Inc.
One Embarcadero Center, 6th Floor
San Francisco, California 94111
(415) 616-8021

June 26, 2015

Eric Scriven, Principal
NHA Advisors
eric@NHAadvisors.com

Rob Schmidt, Vice President
NHA Advisors
rob@NHAadvisors.com

Dear Eric and Rob:

On behalf of Raymond James & Associates, Inc. ("RJA" or the "Firm"), we are pleased to submit our proposal to serve as sole managing underwriter to the City of Ukiah (the "City") with respect to the City's planned bond issuance to refund its outstanding 2005 ABAG Water Revenue Bonds and integrate \$800,000 of new money proceeds to fund an initial phase of its recycled water project. We appreciate your review of our full response and highlight a few distinguishing factors below:

✓ **TOP CALIFORNIA WATER CREDENTIALS AND A TEAM THAT'S EASY TO WORK WITH.** Wing-See Fox, covering California cities, is a California native and has excelled in both the public finance and nonprofit sectors to serve the needs of local cities and communities. Tom Innis, Manager of the Firm's Western Utilities Practice, has over 16 years of experience in the California public finance industry, including recent and comparable senior managed issues for the Humboldt Community Services District, the City of Fountain Valley and the City of El Centro. Our San Francisco-based California underwriter, **Parker Colvin, has priced more California municipal issues than anyone in the industry over the past nine years.** Together, we find great satisfaction in providing exceptional service to California cities and will deliver first class results with minimal interruption to your management of other key responsibilities.

✓ **DEMONSTRATED ABILITY TO SELL MUNICIPAL BONDS AT THE LOWEST INTEREST RATES.** In addition to excellent coverage of the Tier 1 institutional accounts, Raymond James provides unsurpassed coverage of Tier 2 and Tier 3 institutional buyers with the largest middle market sales force in the US fixed income business. Additionally, we have 350 California retail brokers with \$17.2 billion in assets under management. ***We have an office in Ukiah with over 1,000 customer accounts and over \$112 million in assets under management.***

✓ **REAL TIME MARKET INTELLIGENCE FROM THE TOP UNDERWRITER IN THE MARKET.** Raymond James is the most active underwriter in America, participating in 25% more transactions in 2014 than the nearest top 10 competitor. Last year, Raymond James underwrote 1,113 municipal bond transactions, meaning we were in the market, on average, with 21 deals a week. ***The firm was also the #1 underwriter for number of water utility financings in the Nation and in California in 2014.*** This continuous presence in the market provides us with the most accurate knowledge of investors' trading patterns and fund flows, and we leverage this real-time market intelligence into superior pricing for our issuer clients.

Thank you for inviting Raymond James to compete for this important assignment. Please do not hesitate to contact any of us if you have any questions about our proposal or credentials.

Sincerely,



Wing-See Fox
Vice President
(415) 616-8021



Tom Innis
Managing Director
(415) 616-8025



Parker Colvin
Managing Director
(415) 616-8025

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1. RECENT EXPERIENCE

CALIFORNIA WATER UTILITY EXPERIENCE. Raymond James emerged as a prominent player in the public finance industry after acquiring Morgan Keegan in 2012. With immense capital, backing impeccable public finance resumes from our California bankers and a superior underwriting resume from our dedicated California underwriter, we are uniquely positioned to deliver top notch banking service and the lowest cost of borrowing to the City.

With regard to recent and relevant experience, below is a list of Raymond James' experience as senior managing underwriter for California-based water utility revenue bond transactions since the acquisition in 2012.

Sale Date	Issuer	Issue Description	Par Amount (\$ mm)
Pending	San Luis Obispo County	Nacimiento Water Project Rev. Ref. Bonds	100.0
01/07/15	Sausalito Financing Auth	Sewer Revenue Bonds	6.750
12/17/14	Adelanto Public Utility Auth	Water and Wastewater Revenue Bonds	14.130
12/04/14	El Centro Financing Authority	Wastewater Revenue Bonds	20.450
12/04/14	El Centro Financing Authority	Water Revenue Refunding Bonds	31.980
12/03/14	Fountain Valley Public Fin Auth	Water Revenue Bonds	13.695
11/06/14	Humboldt Community Services District	Wastewater Revenue Bonds	8.500
09/18/14	San Dieguito Water District	Water Revenue Refunding Bonds	5.870
07/15/14	Santa Cruz City-California	Storm Water Revenue Ref Bonds	4.520
07/08/14	Santa Cruz City-California	Water Revenue Refunding Bonds	11.260
05/21/14	Contra Costa Water District	Water Revenue Refunding Bonds	99.405
05/20/14	Burbank City-California	Wastewater Ref Revenue Bonds	10.575
06/27/13	Contra Costa Water District	Water Revenue Refunding Bonds	91.670
11/29/12	Chino Hills Financing Auth	Water Revenue Bonds	19.975

While we are proud to be have *senior managed more California water utility financings than any other firm in 2014* and have seen the Raymond James name grow significantly in California, the last few years' accomplishments do not fully reflect the team's extensive experience with California utilities. **Tom Innis and Parker Colvin have combined to senior manage 75 negotiated California water utility issues over the past 5 years, totaling approximately \$1.9 billion in par.**

2. RECOMMENDED STRUCTURING IDEAS

REFUNDING OPPORTUNITY. Based on current market conditions, we evaluated the City's outstanding 2005 ABAG Water Revenue Bonds for refunding opportunities assuming a high A category rating from S&P. We believe this credit could obtain an A+, maybe even AA- rating based on the strong projected coverage levels from moderate rate increases shown in the provided Water Rate Study. This also reflects our judgement from recent experience with a comparable A+ rated City water system. As

recommended by NHA Advisors, we also recommend an insured, level savings structure which would produce significant debt service savings as summarized in the adjacent table. We note that the refunding results do not incorporate the proposed new money proceeds which we discuss below.

NEW MONEY PROCEEDS. There are a few alternative ideas to consider for funding the \$800,000 initial phase of the recycled water project. One would be to structure the refunding for up-front savings and apply those savings for funding the project to avoid incurring additional debt. An up-front savings structure would generate approximately \$860,000 in the first 2 years that could be used to fund the project assuming all the proceeds weren't needed in the first year. We note, however, that up-front savings structures are met with great scrutiny in the credit community and may negatively impact ratings. Assuming that would be the case, the up-front savings numbers might not be as robust as presented. Another alternative, pending tax counsel approval, would be to apply the 9/1/15 debt service contribution that would normally be set aside for the refunding, to fund the majority of the new money project up-front. If this were permissible, it would have a significant negative impact to savings.

While these ideas enable the City to avoid additional debt and would be recommended if the City's coverage projections were stressed or we were in a high rate environment, neither of those two facts apply in the City's case. As a result, we

Refunding Results Summary 2005 ABAG Water Revenue Bonds

	Uninsured	Insured
Par Amount	11,475,000.00	11,435,000.00
All-in TIC	3.49%	3.42%
Refunded Par Amount	11,845,000.00	11,845,000.00
Bond Insurance Premium	N/A	20 bps
Average Annual Savings	58,052.55	61,049.16
Total Gross Savings	1,220,983.23	1,220,983.23
Net PV Savings	834,049.07	878,613.29
% Savings	7.04%	7.42%

recommend layering the additional \$800,000 on top of the refunding to produce aggregate level debt service and achieve the City's goals of level debt service with a final maturity of 2035. Issuing in conjunction with a refunding is the best opportunity for new money proceeds of minimal size to take advantage of historically low borrowing rates. The City would be very challenged to issue \$800,000 on a stand-alone basis as it would not attract investors. In fact, given the City's capital improvement needs in the next few years, combined with the drought, the City may consider including a few of the projects in this bond issuance rather than tapping the Rate Stabilization Fund should a Stage 2 water shortage be declared.

Additionally, the City could consider wrapping the additional new money debt so that the principal associated with the new money amortizes following the refunding portion, but this wouldn't meet the goal of a 2035 final maturity and would result in a higher borrowing rate for the additional proceeds. An issuer may consider that structure if it were trying to alleviate debt service coverage pressure brought on by the additional borrowing; however in the City's case the additional borrowing is minimal and it faces no coverage pressure based on the healthy projections reflected in the Water Rate Study provided. While we pride ourselves on providing innovative ideas, we take greater pride in providing ideas that are most appropriate for our clients. In this case, simple is better and layering the additional borrowing in a level structure on top of the level debt service of the refunding is the most effective and efficient idea for the City.

BOND INSURANCE. Based on our assumption of a high A rating and our recent work with a similar credit, we expect insurance/surety quotes from BAM, AGM, and National with the low end of indications being 20 basis points for insurance and 175 basis points for a surety, which we incorporated into our analysis. National Public Finance Guarantee (formerly MBIA) has recently reentered the municipal insurance business. Rated AA+/AA-/A3 (Kroll/S&P/Moody's), National has not yet achieved pricing parity with BAM and AGM. However, National has provided very aggressive insurance and surety indications of 12 basis points and 100 basis points, respectively. As National increases its market share, we would be able to provide the City with data points on their trading differential to evaluate the economics as we get closer to pricing based on current market conditions.

From our analysis, insurance from BAM or AGM appears to be cost effective for all of the maturities, as reflected in the table provided in our response to Question 5. Given the low cost of the surety, we have also incorporated a surety bond in lieu of a fully funded reserve as investment rates for the reserve would be very low in the current market. As we move forward we would evaluate issuing without a reserve pending credit rating; however, we wanted to include that credit feature to be conservative. **Insuring the transaction increases gross ratepayer savings by \$59,932, or \$44,564, NPV based on current market conditions.**

ABT AND RATE COVENANT PROVISIONS. We have recent and relevant experience for providing a recommendation that sets the City up with ABT and rate covenant provisions that will be viewed positively by the credit community and investors. From that experience, we recommend 1.20x debt service coverage from net revenues both for the ABT to issue additional bonds and also as a rate covenant to fix and prescribe rates to the fullest extent permitted by law. We further note that the Rate Stabilization Fund will serve as a strong credit enhancement and be well received by the investor community.

3. SALES APPROACH AND MARKETING STRATEGY

MARKET BACKDROP. Following a brutal May and beginning of June, when municipal interest rates jumped approximately 50 basis points on the long end, the market has regained a firmer footing in the last week. Still, investors remain very selective (anticipating they will have plenty of offerings from which to pick in the weeks ahead), and deals which have been launched too aggressively have been forced to re-price at substantially higher yields. This is not an environment in which the City wants to be in the position of "chasing the market."

MARKETING STRATEGIES. Accordingly, in the current "defensive" market, where investors are positioning for higher yields, we recommend launching at yields supported by pre-sale price discovery, building a strong book of orders and adjusting yields downward where warranted by oversubscription. In our recent experience this is the best way to stimulate competition among the widest possible universe of investors to drive down the City's cost of borrowing and maximize refunding savings.

The specific marketing tactics we recommend include:

- 1) **Tap the top Institutional Investors who like water credits.** The most logical place to begin the effort to build a broad base of investors is to look at the existing top holders of California water and wastewater bonds, who are shown in the table on the next page. We would approach these investors as soon as we are engaged by the City and initiate conversations with them about the upcoming financing and the City's

credit fundamentals. We would further expand the City's investor base among the thousands of Tier 2 and Tier 3 accounts covered by Raymond James' Middle Market sales force. These accounts are generally too small to support in-house credit analysts and rely on dealers' credit professionals and bankers to educate them on the salient credit issues.

- 2) **Bifurcate Coupons.** The City should be prepared to bifurcate maturities (premiums for institutions, par-ish coupons for retail) to reach as many investors as possible. Tailoring various coupons in each maturity will encourage greater investor participation and achieve as low of a cost as possible. Incorporating 3%, 3.5% and 4% coupons, versus the currently more typical 5%, will boost the City's savings, because savings are calculated on a yield-to-maturity basis. Recently, we have seen strong demand for long discounts (bonds priced below par) from retail and trading accounts.
- 3) **Post a Clear and Accurate Preliminary Official Statement at least 7 Business Days Prior to Pricing.** We recommend posting the POS at least a week prior to pricing, then allowing 3-4 business days for our sales forces to talk the deal up with investors, prior to moving into the price discovery phase. **We also will need to include complete disclosure on the City's PERS situation, since pension costs are O&M (senior to debt service), and investors know they are rising.**
- 4) **Allow Time for S&P to Publish Their Report.** Despite investors "looking through" ratings and wanting time to do their own credit analysis, we have seen a strong desire by investors to have the rating reports in hand—not just the ratings—3-4 days prior to pricing.
- 5) **Run Pre-sale Advertisements to Stimulate Local Retail Demand and Allow Ratepayers to become Investors.** Local retail investors have a common sense attraction to water credits because they appreciate the essentiality of the service. Running pre-sale ads in newspapers, such as *the Ukiah Daily Journal*, the weekend prior to the sale date will help us build a base of orders and presents the City a good ratepayer relations opportunity by allowing its ratepayers to invest in the System.
- 6) **Leverage Raymond James Credit Research.** Our desk based credit analysts are extremely well respected on the buy-side. Our plan is to coordinate with our sales manager to identify any "hold out" investors who haven't approved the credit, and then have our credit professionals follow up specifically with them to explain the security features and help resolve their concerns about pending headline issues like the drought.

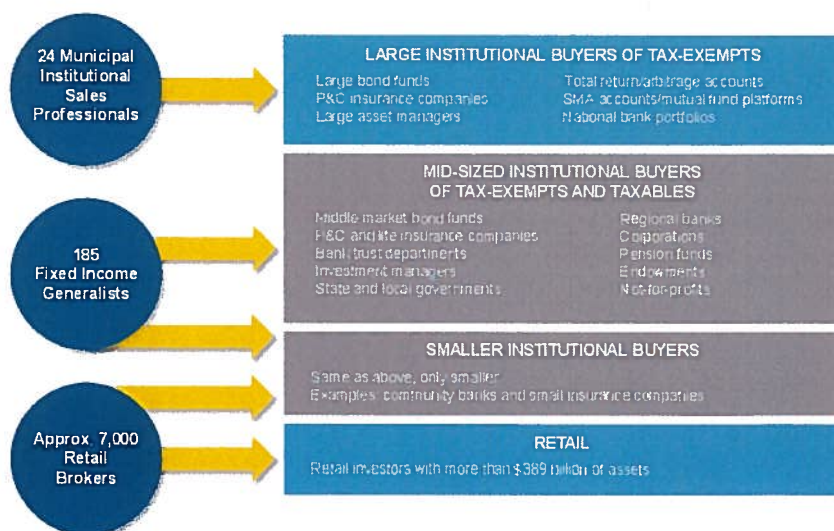
RAYMOND JAMES' DISTRIBUTION CHANNELS. Raymond James brings the broadest nationwide municipal sales system in the municipal market with a significant California presence: 400 California institutional accounts exceeding \$1.6 trillion in assets under management and 350 California retail brokers with \$17.2 billion in assets under management.

Raymond James' Comprehensive Investor Coverage. Raymond James has the **most complete distribution apparatus in the muni business.** We're a leading national firm with leading Tier 1 coverage; we are the best in the business at middle markets; and we have 7,000 retail brokers. These resources will be expertly coordinated by our underwriter, Parker Colvin, in a comprehensive marketing effort that maximizes the leverage gained by stimulating competition among every investor segment currently operating in today's market.

One of the unique **distinguishing strengths** that we bring to the City is **our middle market sales force.** "Middle markets" refers to smaller institutional buyers including regional insurance

Top CA Water & Wastewater Bondholders

Rank	Name	Amount (\$000)
1	Vanguard Group	1,618,170
2	Franklin Templeton Investments	1,527,765
3	BlackRock Investment Management	1,019,099
4	PIMCO	1,010,062
5	PineBridge Investments	703,125
6	Nuveen Asset Management	692,397
7	MetLife	614,890
8	BlackRock Financial Management	505,387
9	State Farm Insurance Companies	448,045
10	Guggenheim Investments	315,376



companies, smaller banks, money managers, and others – virtually any fixed income portfolio in the country of material size. This is the core of our fixed income franchise and our unique strength. **With over 200 fixed income institutional generalists, Raymond James is the dominant fixed income middle markets firm.** Every firm has a call into the largest funds when they have bonds to sell. Raymond James makes calls into thousands of Tier 2 and Tier 3 institutional investors. With Raymond James on your finance team, you significantly broaden the distribution of the City's bonds by providing direct and focused access to thousands of institutions across the country.

Extensive Retail Distribution Capabilities. With 2,300 retail locations and approximately 7,000 financial advisors covering 2.3 million customer accounts (\$389 billion of investable assets), Raymond James has **one of the largest retail distribution networks in the Country.** The Firm currently employs **350 retail brokers** operating in **159 offices (including an office in Ukiah)** throughout California.

4. ASSIGNED PROFESSIONAL TEAM AND REFERENCES

Wing-See Fox, Vice President, will serve as principal contact and will have overall responsibility for this engagement and serve as the day-to-day contact. **Tom Innis, Managing Director**, who leads our California utility practice, will contribute his utility sector expertise to our efforts. Our pricing and distribution will be led by our dedicated California underwriter, **Parker Colvin, Managing Director**, who, like all our team, is based in San Francisco. Please see contact information for each team member below.

Full Name, Title	Telephone	Email Address
Wing-See Fox, Vice President	(415) 616-8021	Wing-See.Fox@raymondjames.com
Tom Innis, Managing Director	(415) 616-8939	Tom.Innis@raymondjames.com
Stephanie Aranda, Vice President	(415) 616-8018	Stephanie.Aranda@raymondjames.com
Parker Colvin, Managing Director	(415) 616-8020	Parker.Colvin@raymondjames.com

Wing-See Fox, Vice President. Wing-See Fox joined the firm in November 2014 after six years as the Chief Executive Officer of Prevent Blindness Northern California, a nonprofit organization focused on vision health. Prior to that, she spent a year in West Africa as a business development consultant for 100% African-owned small and medium-sized enterprises. From 2004-2007, Wing-See worked for the Municipal Securities Group at UBS Investment Bank in New York where she covered New England municipalities. She also has experience in nonprofit management as the Outreach Program Director for the Palo Alto Family YMCA. Wing-See received a Master of Business Administration degree from Columbia Business School, a Master of Social Work degree from Columbia University School of Social Work, and a Bachelor of Arts degree in Psychology from Stanford University.

Tom Innis, Managing Director. Tom Innis manages Raymond James' utility practice for the Western Region. He joined the firm after leading Stifel/Stone & Youngberg's utility practice for over five years. Prior to that, Tom worked at UBS for over 10 years, developing its utility practice in the West. Tom's senior-managed water utility experience includes work with the water and wastewater systems for the Cities of Adelanto, Corona, El Centro, Fountain Valley and San Diego, as well as for the Metropolitan Water District of Southern California (MWD), Eastern Municipal Water District, Sacramento Regional County Sanitation District, Sacramento County Water City, Central Basin Municipal Water District, and the Southern California Public Power Authority. Prior to his work in municipal finance, Tom served as an officer in the United States Army. Tom received his M.B.A. in Finance from the Wharton School at the University of Pennsylvania and his B.S. in Engineering from the United States Military Academy at West Point.

Parker Colvin, Managing Director, Underwriting. Parker Colvin joined our California team as an underwriter in November 2013. Most recently, Parker managed the California/Arizona underwriting desk for Stifel. Prior to that, he served as head of trading and underwriting for Stone & Youngberg. Parker has priced more California municipal issues over the past nine years than anyone in the industry. Born and raised on the Iron Range of Minnesota, Parker earned a degree in mathematics and played ice hockey at Wheaton College (IL). Parker is a past president of the San Francisco Municipal Bond Club and is currently Vice President of the Moraga (CA) School District Governing Board.

References for the 3 Raymond James' transactions most comparable to the City's proposed transaction are:

Leticia Salcido Director of Finance City of El Centro Phone: 760-337-4550 Email: lsalcido@ci.el-centro.ca.us <i>Senior Manager: \$52,430,000</i> <i>2014 Water and Wastewater</i> <i>Revenue Refunding Bonds</i>	David Cain Finance Director/City Treasurer City of Fountain Valley Phone: 714-593-4501 Email: david.cain@fountainvalley.org <i>Sole Manager: \$13,695,000</i> <i>2014 Water Revenue Bonds</i>	David Hull General Manager Humboldt Community Services District Phone: 707-443-4550 Email: dhull@humboldtcsd.com <i>Sole Manager: \$8,500,000</i> <i>2014 Wastewater Revenue Bonds</i>
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5. ESTIMATED PRICING

City of Ukiah 2015 Water Revenue Refunding Bonds with BAM bond insurance Market Conditions as of June 25, 2015						
Maturity	Par Amount	Coupon	Yield	MMD	Spread	Insur. Benefit
9/1/16	405,000	2.00%	0.50%	0.40%	0.10%	0.02%
9/1/17	425,000	2.00%	0.91%	0.76%	0.15%	0.02%
9/1/18	430,000	3.00%	1.25%	1.05%	0.20%	0.03%
9/1/19	445,000	3.00%	1.51%	1.26%	0.25%	0.03%
9/1/20	450,000	3.00%	1.80%	1.50%	0.30%	0.04%
9/1/21	470,000	4.00%	2.08%	1.75%	0.33%	0.04%
9/1/22	485,000	4.00%	2.33%	1.96%	0.37%	0.05%
9/1/23	505,000	4.00%	2.49%	2.09%	0.40%	0.05%
9/1/24	530,000	4.00%	2.66%	2.23%	0.43%	0.06%
9/1/25	550,000	4.00%	2.80%	2.35%	0.45%	0.06%
9/1/26	570,000	4.00%	3.03%	2.48%	0.55%	0.07%
9/1/27	595,000	3.00%	3.24%	2.59%	0.65%	0.07%
9/1/28	615,000	3.13%	3.42%	2.67%	0.75%	0.08%
9/1/29	635,000	3.38%	3.58%	2.73%	0.85%	0.08%
9/1/30	655,000	3.50%	3.70%	2.80%	0.90%	0.08%
9/1/31	680,000	3.63%	3.81%	2.86%	0.95%	0.08%
9/1/32	705,000	3.63%	3.88%	2.91%	0.97%	0.08%
9/1/33	735,000	3.75%	3.95%	2.96%	0.99%	0.08%
9/1/34	760,000	4.00%	4.00%	3.00%	1.00%	0.08%
9/1/35	790,000	4.00%	4.04%	3.04%	1.00%	0.08%

6. PROPOSED UNDERWRITING FEE

Raymond James proposes the following underwriter's discount to serve as sole manager.

Takedowns by Maturity

Maturity	\$/Bond
2016	1.25
2017	1.50
2018	1.75
2019-2035	2.00

Total Underwriter's Discount

Our fees include an estimate for underwriter's counsel assuming the City retains its own disclosure counsel. For underwriter's counsel, we propose Jacqui Jennings from Schiff Hardin LLP and have negotiated a fee of \$10,000. The table below assumes an estimated par amount of \$11,435,000, level debt service savings, and includes funding the new money portion.

	\$/Bond	\$ Total
Average Takedown	1.9456	22,326.25
Management Fee		
Expenses		
Underwriter's Counsel	0.8715	10,000.00
Ipreo Book Running	0.0618	709.16
Ipreo Electronic Order	0.0150	172.13
Ipreo Wire Charges	0.0092	105.00
DTC Charges	0.0697	800.00
CUSIP	0.0743	852.50
CDIAC	0.1614	1,852.00
Miscellaneous		
Total	3.2085	36,817.04

DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating City or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.



City of Ukiah Water Revenue Refunding Bonds, Series 2016

FINANCING SCHEDULE *As of November 17, 2015*

NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

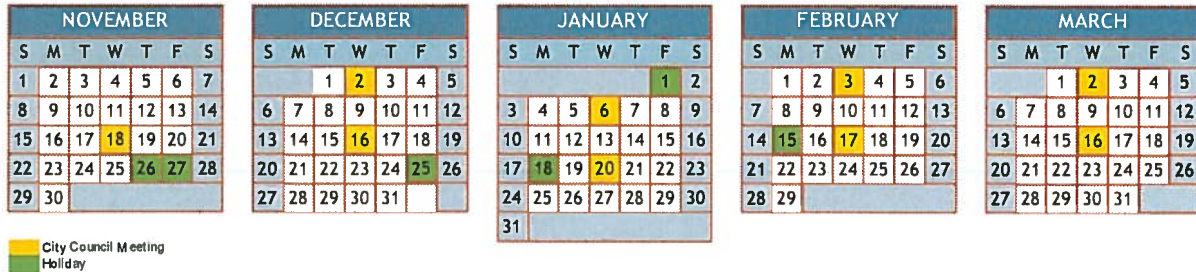
City Council Meeting
 Holiday

Date	Activity	Responsible Party
Wednesday, November 18	Send Bond Counsel RFP	FA
Wednesday, November 25	Receive Bond Counsel Proposals	FA, City
Week of November 23	Distribute Underwriter Proposal Summary	FA
Week of November 30	Meeting or Conference Call to review Bond Counsel and Underwriter Proposals	FA, City
Week of December 7	Finalize Bond Counsel and Underwriter	FA, City
Wednesday, December 16	City of Ukiah Council Meeting to approve new Bond Counsel and Underwriter	City
Week of January 4	Circulate 1 st draft of Bond Documents and POS	BC/DC
Week of January 11	Conference Call to review Bond Documents and POS	ALL
	Circulate 1 st draft of credit presentation	FA/UW
Week of January 18	Circulate 2 nd draft of Bond Documents and POS	BC/DC
	Conference Call to review 1 st draft of credit presentation	ALL
Week of January 25	Conference Call to review Bond Documents and POS	ALL
	Circulate 2 nd draft of credit presentation	FA/UW
	Conference Call to review 2 nd draft of credit presentation	ALL
Week of February 1	Distribute final drafts of Bond Documents and POS	BC/DC
	Submit credit package to rating agency	FA/UW
	Credit Rating Meetings/Calls	City/FA/UW
Week of February 8	Submit Bond Documents and POS to City for City Council meeting	BC/DC/City
Friday, February 12	Receive ratings	
Tuesday, February 16	Final comments due on POS for posting	ALL



City of Ukiah Water Revenue Refunding Bonds, Series 2016

FINANCING SCHEDULE As of November 17, 2015



Date	Activity	Responsible Party
Wednesday, February 17	City of Ukiah Council Meeting to approve POS and bond documents	City/BC/DC
Tuesday, February 18	Print and post POS	DC/P
Week of February 22/29	Marketing	UW
Week of February 29	Pricing	City/FA/UW
Week of March 7	Print and post final OS Circulate closing documents for review	BC/DC/P
Week of March 14	Pre-Closing	ALL
	Closing and delivery of the Bonds	ALL

Role	Participant	Abbreviation
Issuer	City of Ukiah	City
Financial Advisor	Public Financial Management, Inc.	FA
Bond Counsel	TBD	BC
Disclosure Counsel	TBD	DC
Underwriter	TBD	UW
Underwriter's Counsel	TBD	UC
Trustee/Escrow Agent	TBD	T
Printer	TBD	P



ITEM NO: 7d

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZATION TO CONTRACT FOR AN ADMINISTRATIVE HEARING OFFICER AS DEFINED IN SECTION 3451 AND 3456A OF THE UKIAH CITY CODE FOR APPEALS OF ABATEMENT OF PUBLIC NUISANCES.

Summary: The City has been increasing focus on Community Quality of Life Compliants related to Public Nuisances. In order to utilize our existing Ordinances to resolve some of these issues when appropriate we are required to have an independent and impartial Administrative Hearing Officer to conduct a variety of administrative hearings in order to afford due process to those formally noticed by the City pursuant to our ordinances to resolve issues in a timely manner.

Background and Discussion: In 2012, the City Council enacted Division 3 Chapter 12 Sections 3450 – 3467 creating a legal process for the Abatement of Public Nuisances. As part of that process those served with a Notice of Abatment have the opportunity to file an appeal before a hearing officer so that there is an impartial review of the circumstances requiring abatement before the City conducts the abatement. On September 16, 2015, the City Council Authorized a budget amendment of \$30,000 to fund clean up activities and associated administrative tasks, including contracting, as required by the ordinance, for an Administrative Hearing Officer. The code specifically requires that the Hearing Officer be appointed by the City Manager and be qualified by training, education and/or experience to conduct the hearings, shall be impartial, and have no other personal or business relationship with the City.

Soon after the the ordinance was enacted the Police Department conducted the first Abatement using the new ordinance. The property owner filed a timely appeal and the City was able to obtain the services of a local attorney, Matthew Finnegan, who successfully and thoroughly conducted the hearing as a donation of time to the City. Finnegan issued a thorough written ruling and as a result the nuisances were successfully abated. His work for the city in that case demonstrated his ability and qualifications to conduct such services.

The Police Department is currently working on several significant community quality of life issues that may be effectively resolved using the nuisance abatement process and an Administrative Hearing Officer will be immediately needed to address any appeal if we were to serve a 10 Day Notice to Abate. We

Recommended Action(s): Authorize the City Manager to execute a contractual agreement with Matthew Finnegan for Administrative Hearing Officer Services.

Alternatives: Provide staff with alternate direction.

Citizens advised: N/A

Requested by: Trent Taylor, Police Captain.

Prepared by: Trent Taylor, Police Captain.

Coordinated with: David Rapport, City Attorney; Sage Sangiacomo, City Manager; and Chris Dewey, Chief of Police.

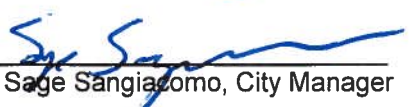
Presenter: Chris Dewey, Chief of Police.

Attachment: Draft Contratual Agreement with Matthew Finnegan.

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

cannot predict how many appeals we may receive and we have to assume that every case has the potential to have an appeal as an appeal hearing must be afforded to everyone that is served a Notice to Abate. We predict that the overall annual costs for these hearings, based on their low frequency, will be minimal, and our ordinances allow for the recovery of these costs when the case is resolved. As such, Mr. Finnegan's services will be utilized as needed and billed on a time/material basis. A draft contract in substantial form is included as Attachment #1.

Fiscal Impact:

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation General Fund	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$30,000	N/A	Abatement Fund-TBD	Yes ☐ No ☒	N/A

**AGREEMENT FOR ADMINISTRATIVE
HEARING OFFICER SERVICES**

This Agreement is made and entered into this ____ day of December, 2015, by and between the CITY OF UKIAH (hereinafter "**CITY**"), and Matthew J. Finnegan, Attorney at Law (SB# 209682)(hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, Various provisions of the Ukiah City Code provide for administrative hearings for, including, but not limited to, abatement of abandoned vehicles, abatement of public nuisance condition on private property, business licensing, arbitration under City's mobile home rent control ordinance and impounding animals; and

WHEREAS, Matthew J. Finnegan ("Contractor") represents that he is qualified and competent to provide the services of Administrative Hearing Officer for administrative hearings.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **DESIGNATED REPRESENTATIVES.**

A. **CITY.** The City Manager or his/her designee shall be the representative of the **CITY** for all purposes under this Agreement.

B. **CONTRACTOR.** Matthew J. Finnegan is the authorized representative for Contractor.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as described in Exhibit "A" attached hereto and incorporated herein.

3. **DUTIES OF CITY.**

In addition to compensating **CONTRACTOR** as provided in Section 4 below, the **CITY** shall furnish a suitable place at which hearings conducted by **CONTRACTOR** shall be held, and access to all City ordinances, resolutions, and other City materials required in the conduct of administrative hearings. The Ukiah City Code is available on-line at

www.codepublishing.com/ca/ukiah/.

4. COMPENSATION.

In consideration of the performance by **CONTRACTOR** of all the services set forth in this Agreement, **CITY** agrees to compensate **CONTRACTOR** at the hourly rate of \$225 dollars. In addition, if **CONTRACTOR** is required to travel other than within the City of Ukiah or from Contractor's home or office to a hearing location. **CITY** shall pay for travel time at the same \$225/hr. rate. **CITY** also agrees to reimburse **CONTRACTOR** for mailing costs related to **CONTRACTOR's** duties as a hearing officer. Payment will be made upon receipt by City Manager/Attorney of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be from December ____, 2015 to November 30, 2016, inclusive, subject to the provisions of Section 6 of this Agreement.

6. TERMINATION.

A. **Discretionary.** **CONTRACTOR OR CITY** may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

C. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement shall be the sole property of **CITY**.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate

with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

11. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations.

12. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

13. NOTICES.

Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

CITY:
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

PHONE: (707) 463-6262
FAX: (707) 462-6068

CONTRACTOR: Matthew J. Finnegan
Attorney at Law SB#209682
PO Box 1426
116 South State St.
Ukiah CA 95482

PHONE: (707) 462-1524
FAX: (707) 468-1609

14. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

15. INDEMNIFICATION.

15.1 Insurance Liability. Without limiting Contractor's obligations arising under Paragraph 6.2 Contractor shall not begin work under this Agreement until he 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, if Contractor has any employees.
4. Malpractice insurance as provided in the Lawyers Professional Liability Policy Declarations, attached hereto as Exhibit B.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage 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: \$300,000 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: \$250,000 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability 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 Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by the Contractor 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 Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. 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 Contractor'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 the Effective Date to a date which is one year from the termination of this Agreement.

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

Contractor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Contractor begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Contractor fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Contractor 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

Contractor shall include all sub-contractors or sub-Contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-Contractor. All coverage for sub-contractors or sub-Contractors shall be subject to all insurance requirements set forth in this Paragraph 15.1.

- 15.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Contractor 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 caused by any negligent act or omission or the willful misconduct of Contractor 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 paying 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, Contractors, experts and expert witnesses, and litigation expenses.

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

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the Ukiah Municipal Code. **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CONTRACTOR's** taxpayer

identification number is 27-3423159, and **CONTRACTOR** certifies under penalty of perjury that said taxpayer identification number is correct.

20. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

21. STATEMENT OF ECONOMIC INTERESTS

If **CITY** determines that **CONTRACTOR** must file a Statement of Economic Interests form as required by the **CITY** Conflict of Interest Code. **CONTRACTOR** shall file a Form 700 - Statement of Economic Interests with the City Clerk's office and **CONTRACTOR** shall file an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before April 1 of each year and a Leaving Office Statement within thirty (30) days after termination of **CONTRACTOR'S** contract or any extensions thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF UKIAH

CONTRACTOR

City Manager

Matthew J. Finnegan

APPROVED AS TO FORM:

City Attorney

Attachment "A"

HEARING OFFICER SERVICES

1. Pre-Administrative Hearing Duties.

A. In consultation with **CONTRACTOR** the Planning and Community Development and other City departments will schedule administrative hearings as required in the administration of the City ordinances and state laws that authorize or require the City to offer or conduct administrative hearings requiring the use of a Hearing Officer. In consultation with **CONTRACTOR**, City staff will schedule the specific day and time upon which each administrative hearing will occur.

B. At least Ten (10) days prior to the scheduled day of the administrative hearing, staff shall mail to **CONTRACTOR** a copy of pertinent documents with respect to the hearing.

C. Prior to the day of the administrative hearing on a contested matter, **CONTRACTOR** shall review pertinent documents, and shall research if necessary, all relevant **CITY** rules, regulations, ordinances, and/or policies governing the subject matter of the hearing.

2. Administrative Hearing Duties.

A. **CONTRACTOR** shall conduct the administrative hearings and make determinations in accordance with the Ukiah Municipal Code, any applicable requirements of state law, and any adopted by the **CITY** and the **CITY's** Code enforcement procedures, as applicable, as well as other **CITY** codes that may apply.

B. **CONTRACTOR** shall conduct each administrative hearing in a professional manner and be respectful, courteous, patient and responsive to all parties.

3. Post-Administrative Hearing Duties.

A. **CONTRACTOR** shall conduct any additional research necessary to fully and properly adjudicate any issues not resolved on the day of the administrative hearing.

B. The time required by applicable law not to exceed within forty-five (45) days of an administrative hearing, **CONTRACTOR** shall complete and mail to the parties to the hearing, including any appellant and City representatives a written Decision containing the information required by the Ukiah Municipal Code, applicable Code enforcement procedures Manual, and case law governing administrative hearings.

C. **CONTRACTOR** shall mail to the City Manager or his/her designee, a copy of

the Decision together with a Proof of Service on the parties, at the same time as the Decision is mailed to the parties.

D. **CONTRACTOR** shall endeavor to reach his or her decision within ten (10) days of the administrative hearing and in no event shall exceed 45 days. **CONTRACTOR** shall return all exhibits and materials submitted at the hearing to the City Manager at the time his or her decision is submitted in final form.

4. General Duties.

A. **CONTRACTOR** shall be available to work up to ten (10) hours per month, as determined by the **CITY** to be necessary based on need. **CITY** shall determine on what days of the month, and at what times of the day, between 8:00 a.m. and 5:00 p.m., administrative hearings shall be scheduled and conducted.

B. **CONTRACTOR** shall conduct the administrative hearing described in this Agreement at the location determined by the **CITY**.

C. **CONTRACTOR** shall maintain all records in the manner determined by the **CITY**.

D. **CONTRACTOR** shall perform any other tasks required to effectively implement the **CITY's** Administrative Hearings.



ITEM NO.: 7e

MEETING DATE: April 15, 2015

AGENDA SUMMARY REPORT

SUBJECT: NOTIFICATION OF ACQUISITION OF PROFESSIONAL SERVICES FROM EMMETT JONES IN THE AMOUNT NOT TO EXCEED \$19,500 FOR MANAGEMENT ADVISORY SERVICES RELATED TO THE 2017 SOLID WASTE RATE SETTING.

Summary: Council is being given notification of acquisition of professional services from Emmett Jones for Solid Waste Rate Setting.

Background: Per Section 1522 of the Municipal Code staff is reporting to City Council the acquisition of professional services to Emmett Jones in the amount of \$19,500 for Management Advisory Services for the 2017 Solid Waste Rate Setting.

Discussion: Mr. Jones will be providing recommendations and comments regarding solid waste, recycling and mixed organic waste disposal rates, calculations, costs and analysis for the 2017 Solid Waste Rate setting process.

Mr. Jones has assisted staff in prior rate adjustments, litigation support services in the matter being heard in Mendocino Superior Court between the County Mendocino and the City's Transfer Station operator in which the City is named as a third party, as well as, the landfill closure project and the financial assurances required by the state for that project.

The City will be invoiced for actual time spent for this work.

FISCAL IMPACT:				
Budgeted Amount in 14-15 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$200,000	N/A	70024500.52100	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Receive report.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Tim Eriksen, Public Works Director/City Engineer.
Prepared by: Jarod Thiele, Public Works Project Analyst.
Coordinated with: N/A
Presenter(s): N/A
Attachment: 1) Engagement Letter

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

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

Approved: 
Sage San Giacomo, City Manager

R. EMMETT JONES
CERTIFIED PUBLIC ACCOUNTANT
CGMA

November 16, 2015

Mr. Sage Sangiacomo
City Manager
City Of Ukiah
300 Seminary Avenue
Ukiah, California 95482

P O BOX 1839
UKIAH, CALIFORNIA 95482-1839
TELEPHONE (707) 462-1180
EMAIL cpa@pacific.net

Dear Mr. Sangiacomo,

This letter will confirm our understanding of the arrangements for the Management Advisory Services (Engagement) that I will provide to the City of Ukiah (City) related to the January 1, 2017 City of Ukiah Rate Setting and related issues. You have represented to me that you have the authority, under the City procurement rules, to engage me and approve the terms and conditions detailed below.

I will provide you with my recommendations and comments based upon my reading and study of City solid waste, recycling and mixed organic waste disposal collection rates, and any related supporting financial information, calculations, costs, disposal rates, data and City Staff analysis. You and City Staff will make such rate schedules, financial information, calculations, costs, disposal rates, data, analysis and related underlying information available to me, and City Staff will interact with me as needed during this rate setting process so that I can make my recommendations and comments. I will respond to City Staff questions and requests when directed to do so by you.

Because of the imprecise nature of estimates and projections, no estimated amount or projection can be verified in advance. Nevertheless, it is understood that the estimates adopted by City Staff during the rate setting process, based upon reasonable extrapolation of historical data, and estimations or projections of future events are necessary to complete the rate setting process.

The recommendations that I make to you will be advisory. Final recommendations to the City Council will be the responsibility of the City Management and Staff. My advice will be informal and will be reported to you verbally. No written summary will be prepared unless you specifically request one in writing.

In topics connected to law, I cannot offer advice, and you should of course consult an Attorney skilled in the area under question. You recognize that my recommendations must be supported by the opinion of an experienced legal professional to be viable, and that you will seek such opinions to the extent you feel necessary.

The City fully indemnifies me and holds me harmless in any claim, accusation, complaint, hearing, adjudication or legal action that might arise related to the services that I provide in this Engagement, and the City will pay all costs of my defense in any and all such actions using an Attorney acceptable to me.

This Engagement is limited to my providing only Management Advisory Services to the City relating to the topic described above. I am licensed by the California Board of Accountancy, but this Engagement does not include any Compilation, Review or Audit services. Accordingly, I will not issue any Compilation or Review report, nor issue any Audit opinion, nor does this Engagement include the preparation of any financial statements. In addition, no Federal, California or other tax advice or return preparation, or regulatory or compliance services are contemplated as being part of this Engagement.

Mr. Sage Sangiacomo
November 16, 2015
Page Two

During this Engagement, but only as you direct, in order for me to obtain information, it may be necessary for me to contact or correspond with various people and agencies which may include but are not limited to City Staff, legal counsel, engineers and other professionals, elected officials, franchise holders, banks, vendors, creditors as well as various government agencies, and others. You authorize these contacts in the scope of these Management Advisory Services. However, professionals, that I may contact or consult with, are not authorized to charge the City for their time or services without the prior written consent of the City Manager, or his designee.

All my communication seeking direction during this Engagement will be with you as the representative of the City, or your designee. You will provide me with information in the areas under discussion, and will give me direction as to the City's priorities, so that I may efficiently provide these Management Advisory Services.

The City will be responsible for assigning the costs of my services to any specific Fund, Program, Grant, or Department of the City.

Fees will be billed based upon the actual time that I spend in providing these services at my normal hourly rate of one hundred and fifty (\$150.00) dollars per hour, plus pre-approved direct out of pocket expense. My travel time, if requested by the City, will be charged at one third (1/3) of my normal hourly billing rate. The City will not be obligated to pay more than nineteen thousand-five hundred dollars (\$19,500.00) maximum fees and costs for this project under this Engagement letter, without the prior written authorization of the City Manager.

Amounts will be billed on a monthly basis as the work progresses, and are due thirty (30) days after presentation.

As you know I have provided services to the City in the past. I look forward to again providing services to the City in this Engagement.

If this letter correctly expresses your understanding in regard to the above-mentioned Management Advisory Services, please indicate your acceptance by signing, dating and returning the original to me. A copy is enclosed for your file.

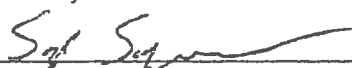
If you have any questions, now or in the future, please call me.

Yours very truly,



R. Emmett Jones

ACCEPTED: City of Ukiah

By: 
Sage Sangiacomo, City Manager

Date: 11-10-15



ITEM NO.: 7f

MEETING DATE: 12/16/15

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF A TWO-YEAR CONTRACT TO UKIAH WASTE SOLUTIONS, INC. FOR BIOSOLIDS REMOVAL FROM THE WASTE WATER TREATMENT PLANT.

Summary: Council will consider awarding a contract to Ukiah Waste Solutions, Inc. for the removal of biosolids at the Waste Water Treatment Plant.

Background: The City of Ukiah's Wastewater Treatment Plant treats and processes approximately 1,600 tons of biosolids annually. Biosolids produced at the treatment plant facility are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a belt filter press with solids content 18% or greater. The biosolid hauling services consist of leaving a trailer or drop box at the treatment plant to allow loading at staff's convenience. When the container is full, the contractor is called to remove and route the biosolids to an accepting, pre-approved disposal site.

Discussion: A request for bids was sent to nine companies. Two bids were received. The following is a summary of the bid results:

	<u>Company</u>	<u>Total Hauling</u>	<u>\$ Per Ton</u>	<u>Extended</u>
1)	Ukiah Waste Solutions, Inc. Ukiah, CA	1 yr @ approx. 1600 tons 2 yr @ approx. 3200 tons	\$48.00 \$48.00	\$ 76,800 \$153,600
2)	Industrial Carting Rohnert Park, CA	1 yr @ approx. 1600 tons 2 yr @ approx. 3200 tons	\$75.00 \$77.00	\$120,000 \$246,400

It is Staff's recommendation to award a contract to Ukiah Waste Solutions, Inc. for a two-year period at the unit price of \$48.00 for an approximate total contract amount of \$153,600. Final contract amount will vary, and will be based on actual tonnage hauled. Ukiah Waste Solutions is the current provider of this service, and the price that has been bid is the same price that the City has currently been paying. Funds for this purchase are included in the Fiscal Year 15-16 Adopted Budget in account 84024425.52100.

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.
\$617,500	N/A	84024425.52100	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Approve award of a two-year Biosolid Removal Contract to Ukiah Waste Solutions, Inc. for a unit price contract of \$48.00 per ton.

ALTERNATIVES: Do not approve recommended action, and provide alternate direction to staff.

Citizens advised: N/A
Requested by: Tim Eriksen, Public Works Director/City Engineer.
Prepared by: Mary Horger, Purchasing Supervisor; and Jarod Thiele, Public Works Analyst.
Coordinated with: Sean White, Water and Sewer Director; and Andy Luke, WWTP Supervisor.
Presenter: Sean White, Water and Sewer Director.
Attachment: 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.: 12a

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE STATUS REPORT, CONSIDER ALTERNATIVES AND PROVIDE DIRECTION REGARDING THE SPHERE OF INFLUENCE UPDATE PROJECT

Summary: As directed by the City Council, staff recently filed an application with the Local Agency Formation Commission (LAFCo) to update the City's Sphere of Influence. That application is currently under review. At the November 12, 2015, City Council Strategic Planning meeting, staff reported that based on a number of factors, a discussion regarding alternatives for proceeding with the application is warranted. Council is being presented an agenda item intended to initiate that discussion and to give staff direction on how to proceed.

What is the Sphere of Influence (SOI)? The California Government Code defines a Sphere of Influence as, "a plan for the probable physical boundaries and service area of a local government agency". It is intended to "serve as an essential planning tool to combat urban sprawl and provide well planned efficient urban development patterns, giving appropriate consideration to preserving prime agricultural and other open-space lands".

State law requires the City to have an adopted SOI in order to annex property into the City limits. The City has an adopted SOI that was approved by LAFCo in the early 1980's and is still valid today. It essentially includes the entire Ukiah Valley (see attachment 1).

1995 General Plan: The 1995 General Plan included a recommended new Sphere of Influence for the City. It is dramatically smaller than the current adopted SOI. In 1995, this smaller SOI represented a more logical area for City expansion, and in both 2007 and 2013, the City Council determined it was still valid and represented the logical area for near term expansion. As directed by the Council, an application to update and reduce the SOI was recently filed with the Local Agency Formation Commission to reduce the current SOI to be consistent with the recommended General Plan SOI.

LAFCo SOI Update: LAFCo is required by law to update the City's Sphere of Influence (SOI) every 5 years. Due to various factors it has missed the last two update cycles. Even though the current application proposes to significantly reduce the City's SOI, a number of local agencies have expressed strong interest and/or concern about the project. These agencies include the Ukiah Valley Sanitation District (Law offices of John Sharp), Ukiah Valley Fire District, Cal Fire, Mendocino County Farm Bureau,

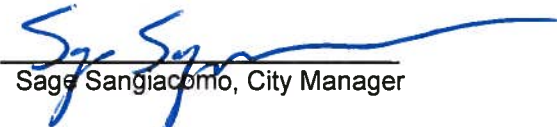
■ **RECOMMENDED ACTION(s):** 1) Receive status report on the Sphere of Influence Update Project; and 2) Direct staff to withdraw the current SOI application on file with LAFCo, and focus efforts on reviewing and updating the General Plan.

■ **ALTERNATIVES:** Do not receive report.

Citizens advised: N/A
Requested by: Charley Stump, Director of Planning and Community Development.
Prepared by: Charley Stump, Director of Planning and Community Development.
Coordinated with: Sage Sangiacomo, City Manager and David Rapport, City Attorney.
Presenter: Charley Stump, Director of Planning and Community Development.
Attachment: 1) SOI Map: Existing SOI and 1995 Recommended SOI's

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

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

Approved: 
Sage Sangiacomo, City Manager

and Mendocino County. Based on this interest and concern, it is possible that when LAFCo approves a new SOI for the City, it could be legally challenged.

General Plan Update Project: As discussed at the recent Strategic Planning meeting, an update of the 20-year-old General Plan is a high priority project. The process of updating the General Plan may include establishing a planning area and/or new SOI to ensure a logical and appropriate approach to regional valley-wide planning. It is anticipated that the General Plan update project will begin in fiscal year 2016-2017.

Alternatives for the SOI Update Project: Staff has identified a number of alternatives for the SOI update project. These include: 1) Continue with the current application; 2) Amend the application to modify the boundaries of the proposed SOI; and 3) Withdraw the application until the General Plan update is complete. As a result of City Council discussions additional alternatives may be identified.

- A. Continuing with the current SOI application: The City could continue with the current application. This would involve continued financing of the environmental impact report (estimate: \$67,100) and continuing payment of LAFCo application fees (\$8,000 thus far). As indicted above, even after certification of the EIR and action on the new SOI, there could be a legal challenge, which would require additional expenditures.
- B. Modifying the current SOI application: On a number of occasions since 1995, the City Council has discussed amending the General Plan and modifying the recommended SOI. These discussions have involved potentially enlarging the recommended SOI primarily to the north and south. If this alternative is selected and the current SOI update application is modified to enlarge the proposed SOI, it would likely draw strong concern from the same agencies concerned about the current proposal. This alternative would require the same expenditures as continuing with the current application described above.
- C. Withdrawing the current SOI application: The City could withdraw the current SOI update application and not incur the expected expenditures outlined in the alternatives discussed above. This may be prudent because of the upcoming General Plan update project where "planning area" and SOI public discussions could occur in a more thorough framework. The General Plan update project is expected to begin in fiscal year 2016-2017.

Additionally, legal counsel has recently advised that if the City desired, it could pursue annexations of properties if they are located within both the current adopted SOI and the 1995 General Plan recommended SOI. This means the City could pursue select annexations prior to updating its existing SOI and General Plan.

RECOMMENDATION: 1) Receive status report on the Sphere of Influence Update Project; and 2) Direct staff to withdraw the current SOI application on file with LAFCo, and focus efforts on reviewing and updating the General Plan.

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

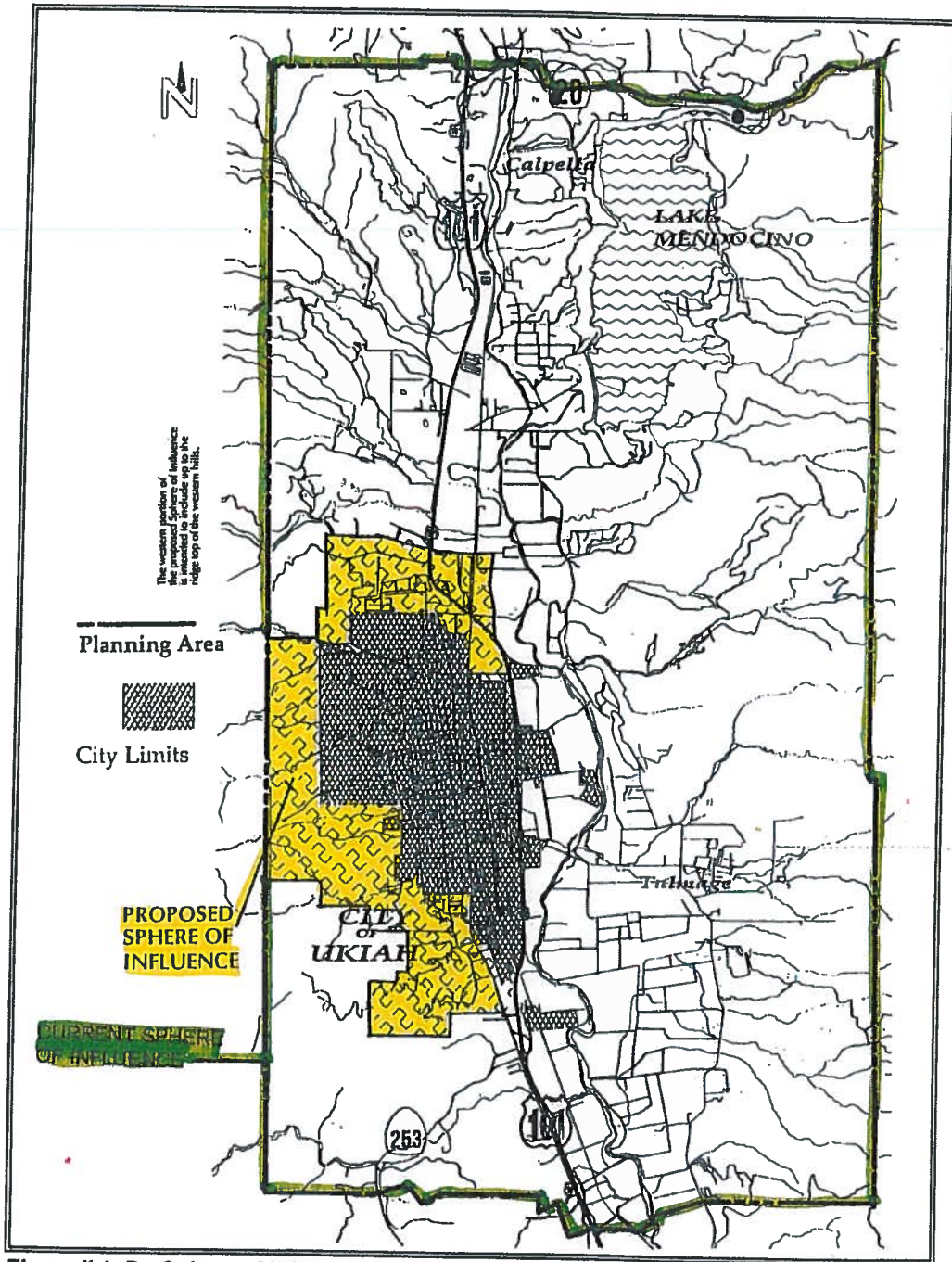


Figure II.1-D: Sphere of Influence proposed by the General Plan for LAFCo approval

Adopted by the City Council: December 8, 1995

Excerpt from the 1995 General Plan



ITEM NO.: 12b

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: APPROVE THE CITY COUNCIL'S STRATEGIC PLAN AND SCHEDULE WORKSHOPS RELATED TO PUBLIC INFRASTRUCTURE

Summary: Over the past three months, the City Council has held a series of workshops to review and develop a Strategic Plan that provides focus on critical priorities and actionable items. A draft of the plan was presented at the December 2nd City Council meeting, where both the public and the Council had an opportunity to review and comment.

Background: Beginning in 2007, the City Council worked to develop a strategic planning process and plan. Steve Zuieback of *Synectics: Creative Management Strategies* facilitated the process which included extensive work study sessions with the Council, staff, and the public.

The primary outcomes for this process were threefold:

1. Create alignment among the Councilmembers about the top strategic priorities for the City of Ukiah.
2. Develop a set of operational principles that will guide the practices and decisions of the Council in focusing the strategic priorities.
3. Identify specific mechanisms for tracking these strategic priorities over time that will allow the Council and City staff to make the necessary adjustments to achieve the desired results.

Through the process, four strategic planning areas were developed. Those four areas were accepted and edited by the current Council:

- Develop a prioritized plan for maintaining and improving public infrastructure.
- Planning Valley-Wide takes place based on sound planning principles.
- Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues.
- Council and staff work together to create a more responsive and effective workplace environment.

Continued on Page 2

RECOMMENDED ACTION(S): Approve the City Council's Strategic Plan as presented and schedule three workshops related to public infrastructure.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: City Council
Prepared by: Sage Sangiacomo, City Manager and Shannon Riley, Senior Management Analyst.
Coordinated with: Mayor Crane and Councilmember Doble (Strategic Planning Ad-hoc)
Presenter: Shannon Riley, Senior Management Analyst.
Attachments: 2007-2010 Strategic Planning Notes/Presentations can be referenced at:
<https://cityofukiah.box.com/2007-10strategicplan>

1. Draft Strategic Plan

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

A detailed history of the process and work product are outlined in the notes and presentations available at <https://cityofukiah.box.com/2007-10strategicplan>.

Discussion: Per Council's direction, a preface was added to the planning document to provide an overview and identify review points. In addition to the midterm and year-end reviews identified in the plan, the soon-to-be-drafted implementation schedule for the actionable items will detail and track development and progress.

Staff is recommending Council's approval of the attached strategic plan, which reflects no additional modifications since the presentation at the December 2, 2016 Council meeting.

Additionally, Staff is recommending that three workshops be scheduled related to the public infrastructure areas: Streets and Storm Drains, Electric Utility, and Water and Sewer. Each workshop will include a description of current conditions in that area, needs and opportunities, and specific capital improvement projects.

In order to ensure that there is adequate time for presentation and discussion, Staff is requesting separate workshops, each lasting 1.5 - 2.5 hours. Conference Center availability has been checked for the following dates: Thursday, January 21st, Thursday, January 28th, and Thursday, February 11th. Council is being requested to check schedules and determine whether these dates are suitable and, if not, select alternative dates.

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



Ukiah City Council Strategic Plan 2015

The Ukiah City Council, through a strategic process of discussion, observation, and education, has developed the following set of focused priorities and actionable items. These four areas are in no way all-encompassing of the City's scope of work nor are they finite; rather, the strategic planning process is evolutionary and often vision-based. Some goals can be accomplished in 1-3 years, where others will be addressed over a much longer time span. All of these areas work to further promote the vibrancy and sustainability of the Ukiah community and the organization.

In order to maintain focus and momentum on the strategic areas, the plan will be reviewed by the City Council twice per year at the midterm and yearend. Actionable elements will be considered throughout the year as the work product and/or specific items mature.

Outcomes

The primary outcomes for the Strategic Planning Process are threefold:

1. Create alignment among the Councilmembers about the top strategic priorities for the City of Ukiah.
2. Develop a set of operational principles that will guide the practices and decisions of the council in focusing the strategic priorities.
3. Identify specific mechanisms for tracking these strategic priorities over time that will allow the Council and City Staff to make the necessary adjustments to achieve the strategic priorities.

General Principles

A set of accepted guidelines formed to capture values and priorities that transcend broadly to the strategic plan.

- Our strategies and approaches maintain or enhance the unique positive characteristics of our community.
- Our decisions reflect fiscal responsibility, reliability, sustainability, and affordability with an understanding and consideration of impacts to the entire organization.
- We look to partner with our community members to promote greater ownership and involvement in their services.
- We look for strategies that increase efficiencies while enhancing customer service.
- Where applicable, we adjust rates and fees to reflect changes in the economy and cost of services.

Strategic Planning Areas in Detail

Strategic Planning Area:

Develop a prioritized plan for maintaining and improving public infrastructure.

Recommended Strategy:

Continue the development and maintenance of a comprehensive Capital Improvement Plan.

Actionable Items:

- *Participate in workshops for the following areas to determine current conditions, needs and opportunities, and focus on specific capital improvement projects:*

Streets

Water

Sewer

Storm drains

Electric

Recommended Strategy:

Identify and/or develop funding for essential and vital infrastructure for the long-term.

Actionable Items:

- *Conduct an evaluation of rates*
- *Explore and seek Prop 84 funding*
 - *Council approved the submittal of a funding application for the recycled water system*
(November 4, 2015 CC mtg)
- *Evaluate potential street funding*

Strategic Planning Area:

Planning Valley-Wide takes place based on sound planning principles.

Recommended Strategy:

Review and revise land use planning documents to be reflective of the long-term vision for the community

Actionable Items:

- **Update the Ukiah General Plan**
- **Update the City of Ukiah's sphere of influence (SOI)**
- **Prepare and adopt annexation policies**
- **Evaluate and amend the city zoning code to improve efficiencies/public service and protect natural resources**

Recommended Strategy:

Analyze and consider opportunities for regional partnerships that support or improve the delivery of municipal services

Actionable Items:

- **Develop Tax Sharing Agreement with the County of Mendocino**
- **Redefine participation agreement with the Ukiah Valley Sanitation District**
- **Develop a plan for the delivery of Fire Services**

Strategic Planning Area:

Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues.

Recommended Strategy:

Identify and remove barriers to economic development while leveraging economic opportunities

Actionable Items:

- Leverage partnerships with other local agencies and stakeholders to provide economic development resources and services for the retention and recruitment of businesses.
- Improve housing stock with an emphasis on matching housing projects to existing needs and future industry
- Implement the Redwood Business Park Infrastructure Improvement Project

Recommended Strategy:

Develop and preserve the downtown historic place as a regional center of civic and economic activity.

Actionable Items:

- Develop a plan to identify and attract anchor tenants to the downtown core
- Continue efforts to affect positive change with the Palace Hotel
- Coordinate with the County and State for a reuse plan for the Courthouse
- Evaluate and implement Downtown Streetscape Improvement Plan
- Plan and coordinate public infrastructure at the Perkins Street Depot site
- Develop and implement an improved downtown parking plan

Strategic Planning Area:

Council and staff work together to create a more responsive and effective workplace environment.

Recommended Strategy:

Promote core values that are embedded in the operational culture of the organization

Actionable Items:

- Develop and articulate core values with team members
- Redefine organizational practices to embed core values

Recommended Strategy:

Develop open communication and workflow practices that cultivate invested team members and community awareness/involvement

Actionable Items:

- Develop a public education and outreach plan
- Redesign City Council workflow calendaring and ad-hoc/committee files



ITEM NO.: 12c

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE THE SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY COMPLAINT FOR THE NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD FOR FINES LEVIED AT THE WASTE WATER TREATMENT PLANT.

Summary: Council will consider authorizing the Director of Public Works to enter into a settlement agreement with the North Coast Regional Water Quality Control Board for fines levied at the Waste Water Treatment Plant.

Background: On January 21, 2015, staff presented to Council an Administrative Civil Liability Complaint (ACLC) issued against the Waste Water Treatment Plant (WWTP) from the North Coast Regional Water Quality Control Board (RWQCB) for fines as a result of discharging effluent to the Russian River that exceeded final effluent limitations for constituents listed in Exhibit A and B of the Settlement Agreement which is listed as Attachment 1.

Discussion: Since that time, the two following items have changed:

- 1) City staff worked with RWQCB staff to establish an Enhanced Compliance Action Project (ECA) that will be performed in lieu of 50% of the fines. Originally, City staff proposed to develop a Sewer System Master Plan which was approved by Board Staff. Since that time, RWQCB staff has informed City staff that since the penalties are Mandatory Minimum Penalties they misdirected us in regards to the type of project that can be performed in lieu of a portion of the fines. Given this circumstance, City staff has submitted a Supplemental Environmental Project (SEP) which will involve performing a Source Control Study of the collection system to evaluate areas of high Biochemical Oxygen Demand (BOD) discharge to the system. RWQCB Staff has approved this project as well as an extended project schedule from what was originally proposed due to the amount of time it took them to prepare the Settlement Order, which is listed as Attachment 1.
- 2) The original ACLC covered fines from the period of February 1, 2012, through December 11, 2012, but was amended to include fines for the period of November 4, 2014, to May 31, 2015. There were no effluent violation or river discharge for the period between the two previously listed. The total amount of

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the Director of Public Works/City Engineer to execute the settlement agreement for the Administrative Civil Liability Complaint for fines levied at the Waste Water Treatment Plant.

ALTERNATIVES: Do not authorize execution of the ACLC and provide direction to staff.

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; Tim Eriksen, Director of Public Works/City Engineer; and Sean White, Director of Water and Sewer.

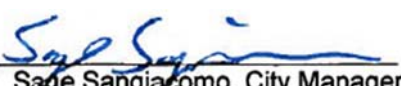
Presenters: Tim Eriksen, Director of Public Works/City Engineer; and Sean White, Director of Water and Sewer.

Attachment: 1) Settlement Agreement and Stipulation for Entry of Order; ACLC No. 2015-0069.

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

finest for both time periods is \$63,000. In addition, a large number of the fines are exempt from penalties as the City is under interim effluent limitations for nitrate and ammonia.

The amount of fines paid to the State Water Board will be \$24,000 and the remaining \$39,000 will be applied toward the proposed Source Control Study of the collection system. These funds were budgeted in the current Fiscal Year.

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.
\$50,000	N/A	84024425.94700	Yes ☐ No ☒	N/A



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

October 27, 2015

Tim Eriksen, Director of Public Works/City Engineer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Mr. Eriksen:

Subject: Settlement Agreement and Stipulation for Entry of Order; Administrative Civil Liability Order No. R1-2015-0069

File: City of Ukiah, Wastewater Treatment Facility
WDID 1B840290MEN; NPDES Permit No. CA0022888

On October 31, 2014, the Assistant Executive Officer issued Administrative Civil Liability (ACL) Complaint No. R1-2014-0058 (hereinafter "Complaint") to the City of Ukiah, for 17 effluent limit violations associated with discharges from its Wastewater Treatment Facility (hereinafter "Discharger"). The Complaint alleged that the Discharger had incurred violations of Waste Discharge Requirements (hereinafter "WDRs") Orders No. R1-2006-0049 and R1-2012-0068 (NPDES Permit No. CA0022888), for which mandatory minimum penalties must be imposed. The Complaint proposed that the Discharger be assessed administrative civil liability in the amount of \$51,000 in mandatory minimum penalties (MMPs).

After further review of the effluent limit violations contained in the Complaint, Regional Water Board staff has determined that two of the alleged effluent limit violations for acute toxicity had been included in error, as they are receiving water limit violations subject to discretionary penalties rather than MMPs. Accordingly, the enclosed Stipulated Order identifies 15 MMP violations occurring during the Complaint Period ending May 31, 2014, with a corresponding penalty amount of \$45,000.

The Stipulated Order also identifies 6 additional effluent limit violations that have occurred since the end of the Complaint Period (May 31, 2014) through May 31, 2015 that are subject to MMPs. The total MMP amount for these additional six effluent limit violations is \$18,000.

JOHN W. CORRETT, CHAIR | MATTHIAS ST. JOHN, EXECUTIVE OFFICER

5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403 | www.waterboards.ca.gov/northcoast

Enclosed is a Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (hereinafter "Stipulated Order") for your review, covering MMPs for the period from February 1, 2012 through May 31, 2015. If adopted by the Regional Water Board, this Stipulated Order shall represent a final and binding resolution and settlement of the violations of WDRs Orders No. R1-2006-0049 and R1-2012-0068 (NPDES Permit No. CA0024473), subject to mandatory minimum penalties, as alleged in the Complaint and the Stipulated Order. Based on the above information, the enclosed Stipulated Order addresses 21 effluent violations that are subject to MMPs and assess a civil liability of \$63,000.

The Stipulated Order acknowledges that the Discharger will pay \$24,000 to the State Water Resources Control Board Cleanup and Abatement Account and that up to \$39,000 of the remaining balance shall be suspended pending the completion of Supplemental Environmental Project as set forth in the attachments to the Stipulated Order.

If you accept the terms of the Stipulated Order, please sign the enclosed copy, and return it to the Regional Water Board. Once the signed copy is received, I will sign it in counterpart. Staff will then publicly notice the Stipulated Order for a period of at least 30 days on our website. After the 30-day period, if no significant comments are received on the agreement, a copy signed by the Regional Water Board Executive Officer will be returned to you and the draft will become a final Order.

You may contact Cecile Morris at (707) 576-2347 or by email at Cecile.Morris@waterboards.ca.gov if you have any questions regarding the Stipulated Order.

Sincerely,

 Digitally signed by
Claudia Villacorta
Date: 2015.10.27
16:12:22 -07'00'

Shin-Roei Lee
Assistant Executive Officer

151027_CNM_ef_Ukiah_WWTF_StipOrder_Transltr

Enc:

- 1) Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order No. R1-2015-0069
- 2) Attachments to the Stipulation -
 - Exhibit A (Table of violations from February 1, 2012 to May 31, 2014)
 - Exhibit B (Table of violations from June 1, 2014 through May 31, 2015)
 - Exhibit C (Revised SEP)

Certified - Return Receipt Requested

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION**

In the matter of:	)	
	)	Order R1-2015-0069
City of Ukiah, WWTF	)	
Complaint No. R1-2014-0058 for	)	SETTLEMENT AGREEMENT AND
Administrative Civil Liability	)	STIPULATION FOR ENTRY OF
	)	ADMINISTRATIVE CIVIL LIABILITY ORDER
Attn: Mr. Tim Eriksen, Director of	)	
Public Works/City Engineer	)	
WDID No. 1B840290MEN	)	
NPDES Permit No. CA0022888	)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation, Order, or Stipulated Order) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the City of Ukiah (the Discharger) (collectively Parties) and is presented to the Regional Water Board for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability (ACL) Complaint No. R1-2014-0058 (Complaint), dated October 31, 2014, to the Discharger.

Section II: Recitals

1. The Discharger owns and operates the Ukiah WWTF located at 300 Plant Road, Ukiah, California in Mendocino County. The WWTF serves 15,000 residential, commercial, and institutional users in the City of Ukiah and 5,000 residential users served by the Ukiah Valley Sanitation District. Disinfected, tertiary treated wastewater can be discharged to the Russian River, a water of the United States, as needed during winter months (October 1 to May 14). Year-round, disinfected secondary wastewater is discharged to percolation ponds adjacent to the Russian River. The Russian River meets the definition of waters of the state.
2. On September 20, 2006, the Regional Water Board adopted Order No. R1-2006-0049 to regulate discharges from the Discharger's WWTF to the Russian River. Order No. R1-2006-0049 became effective on November 9, 2006 and remained in effect until October 1, 2012 whereupon Order No. R1-2012-0068 became effective and serves as an NPDES permit under the Federal Clean Water Act.
3. On October 31, 2014, the Prosecution Team issued Administrative Civil Liability (ACL) Complaint No. R1-2014-0058 (Complaint) to the Discharger. The Complaint alleged that the Discharger exceeded the effluent limits for dichlorobromomethane, copper and Acute Toxicity as set forth in WDRs Order No. R1-2006-0049, and dichlorobromomethane and cyanide as set forth in WDRs Order No. R1-2012-0068 on seventeen (17) occasions during the period from February 1, 2012 through May 31, 2014. During the Complaint Period, the Discharger was subject to the waste discharge requirements established in Order No. R1-2006-0049 until October 1, 2012 whereupon Order No. R1-2012-0068 became effective. The Complaint proposed to assess \$51,000 in mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i).

4. After further review of the effluent violations identified in the Complaint, Regional Water Board staff has determined that two of the alleged effluent violations for acute toxicity had been identified in error as being subject to MMPs. Rather, these two violations are receiving water violations subject to discretionary penalties, so will not be included or considered for penalties at this time. Accordingly, Exhibit A of this Order identifies fifteen (15) MMP violations occurring during the period from February 1, 2012 through May 31, 2014, with a corresponding penalty amount of forty-five thousand dollars (\$45,000).
5. Six (6) additional effluent violations have occurred since the end of the Complaint Period (May 31, 2014) through May 31, 2015 as shown in Exhibit B, attached and made a part of this Stipulation. The Discharger exceeded the effluent limits for dichlorobromomethane and bromochloromethane as set forth in WDRs Order No. R1-2012-0068. These effluent violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i). The total MMP amount for the six effluent violations is \$18,000.
6. This Stipulation addresses twenty-one (21) effluent violations as identified in paragraphs 4 and 5 above that are subject to MMPs, and the total civil liability amount assessed for the effluent violations is \$63,000.
7. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code section 13385 set forth in the Complaint, the Parties have agreed to the imposition of administrative civil liability in the amount of sixty-six thousand dollars (\$63,000) in mandatory minimum penalties against the Discharger. The Parties have further agreed that the Discharger will apply a portion of these penalties toward the cost to complete a Supplemental Environmental Project (SEP), in accordance with the terms of this Stipulation and Order.
8. The resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives and meets the requirements under Water Code section 13385, subdivisions (h) and (i), and the Enforcement Policy, so that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation, and that this Stipulation is in the best interest of the public.
9. Pursuant to Water Code section 13385, subdivision (l), the Regional Water Board may, in lieu of assessing a portion of mandatory minimum penalties pursuant to Water Code section 13385, subdivisions (h) and (i), allow a publicly owned treatment works to spend a portion of mandatory minimum penalties towards the completion of an SEP proposed by the publicly owned treatment works. The SEP must conform to the requirements specified in the State Water Board Water Quality Enforcement Policy (Enforcement Policy), Section IX.
10. On November 17, 2009, the State Water Board adopted Resolution No. 2009-0083 amending the Water Quality Enforcement Policy (Enforcement Policy). The Enforcement Policy was approved by the Office of Administrative Law and became effective on May 20, 2010. The policy can be found at:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

Section III: Stipulations

The Parties stipulate to the following:

- 11. Jurisdiction:** The Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.
- 12. Administrative Civil Liability:** The Discharger is subject to administrative civil liability in the amount of sixty-three thousand dollars (\$63,000) in mandatory minimum penalties. The Discharger shall pay within 30 days of issuance of this Order \$24,000 to the State Water Resources Control Board Cleanup and Abatement Account. The remaining \$39,000 shall be suspended (Suspended Liability) pending completion of an SEP, as set forth herein and described in Exhibit C attached hereto, and incorporated by this reference.
- 13. SEP Description:** The purpose of the SEP is to benefit surface water quality by identifying areas of high Biochemical Oxygen Demand (BOD) within the Discharger's collection system. With the technical assistance from an engineering consulting firm, the Discharger will complete a source control study including sampling and data collection, and develop a plan to reduce BOD within its collection system.

The SEP includes the following tasks and schedule:

TASK	DESCRIPTION	DEADLINE
1	Request for Proposals (RFP) & Proposals Due	1/14/2016
2	Award Contract to Engineering Consultant	2/17/2016
3	Quarterly Report 1	3/1/2016
4	Begin Sampling & Data Collection	4/1/2016
5	Receive Draft Plan	7/1/2016
6	Quarterly Report 2	7/1/2016
7	City Submits Comments to Consultant	7/15/2015
8	Receive Final Plan	9/1/2016
9	SEP Completion & Final Report	12/31/2016

- 14. The Costs:** The Discharger has estimated the cost to be approximately \$60,000 to complete Tasks 1 – 9. The amount of the liability to be suspended upon completion of the SEP is \$39,000 in mandatory minimum penalties, as authorized by Water Code section 13385, subdivision (l). No additional liability above and beyond the \$39,000 shall be suspended for costs incurred to complete the SEP.
- 15. SEP Reports & Completion Date:** The SEP shall be concluded by December 31, 2016 (SEP Completion Date). The Discharger must submit quarterly reports to the Regional Water Board as shown in paragraph 13. A final report certifying the completion of the SEP shall be provided to the Regional Water Board and the State Water Resources Control Board's Division of Financial Assistance by December 31, 2016, as described in paragraph 18.
- 16. Failure to Complete the SEP:** Except as provided for in paragraph 20, if the SEP as described in this Order is determined to be infeasible, or if the Discharger fails to complete the SEP by the SEP Completion Date, the Regional Water Board shall issue a Notice of Violation (NOV). As a consequence, the Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account the Suspended Liability within 30 days of receipt of the NOV.

- 17. SEP Oversight:** The Discharger will oversee implementation of the SEP. Additional oversight will be provided by the Regional Water Board. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Regional Water Board to oversee the SEP. The SEP oversight costs are in addition to the total administrative civil liability imposed against the Discharger and are not credited toward the Discharger's obligation to implement and complete the SEP. Reasonable oversight tasks to be performed by the Regional Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the SEP.
- 18. Representation of the Discharger:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents that it will utilize the funds as described in Finding 12 to implement the SEP in accordance with the implementation schedule set forth above. The Discharger understands that its obligation to implement the SEP, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Regional Water Board.
- 19. Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the SEP:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents and agrees that (1) it will implement and complete the SEP as described in this Stipulation and Order; (2) it will provide certifications and written reports to the Designated Regional Water Board Representative consistent with the terms of this Stipulation detailing the implementation of the SEP; and (3) it will guarantee implementation of the SEP identified in Paragraph 11 and Exhibit C by remaining liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.
- 20. Certification of Completion of SEP:** On or before December 31, 2016, the Discharger shall provide a certified statement of completion of the SEP (Certification). The Certification shall be submitted by a responsible official under penalty of perjury under the laws of the state of California, to Regional Water Board staff. The Certification shall include the following:
- a. Certification that the SEP has been completed in accordance with the terms of this Stipulation and Order. Such documentation may include plans, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEP and the costs incurred by the Discharger.
 - b. Certification documenting the expenditures by the Discharger during the completion period for the SEP. Expenditures may include, but are not limited to, payments to outside consultants, vendors or contractors implementing the SEP. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify SEP expenditures.
 - c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the Federal Clean Water Act, and the Porter-Cologne Act.

- 21. Third Party Financial Audit of SEP:** At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
- 22. Failure to Expend the Entire Suspended Liability on the Approved SEP:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire suspended liability of \$39,000 has been spent for the completed SEP, the Discharger shall pay the difference between the suspended liability of \$39,000 and the amount the Discharger can demonstrate was actually spent on the SEP, as administrative civil liability. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account the additional administrative civil liability within 30 days of receipt of notice of the Regional Water Board staff's determination that the Discharger failed to demonstrate that the entire SEP Amount was spent to complete the SEP.
- 23. Extension of the Implementation Schedule Deadlines:** If, given written justification from the Discharger and the Regional Water Board staff determines that a delay in the SEP implementation schedule is beyond the reasonable control of the Discharger, the Executive Officer may revise the implementation schedule as appropriate. Written justification must be received by the Designated Regional Water Board Representative before the specific due date occurs, must describe circumstances causing the delay, and must state when each task of the SEP will be completed. If any extension of the implementation schedule is granted, the Regional Water Board staff shall provide the Discharger a new implementation schedule in writing, which shall include the date the SEP will be completed (Revised SEP Completion Date).
- 24. Completion of the SEP to the Regional Water Board Staff's Satisfaction:** Upon the Discharger's satisfaction of its SEP obligations under this Stipulation and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. Receipt of this letter shall terminate any further SEP obligations of the Discharger and result in the dismissal of the Suspended Liability.
- 25. Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional administrative civil liability.
- 26. Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Team or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
- 27. No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this

Stipulated Order. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.

28. Party Contacts for Communications related to Stipulation/Order:

For the Regional Water Board:

Cecile Morris
Water Resource Control Engineer
North Coast Regional Water Quality
Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Cecile.Morris@waterboards.ca.gov
(707) 576-2347

For the Discharger:

Tim Eriksen,
Director of Public Works/City
Engineer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
teriksen@cityofukiah.com
(707) 463-6280

29. Attorney's Fees and Costs: Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

30. Public Notice: The Discharger understands that this Stipulation and Order will be noticed for a 30-day public comment period prior to consideration by the Regional Water Board. In the event objections are raised during the public comment period, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Stipulation and Order as necessary or advisable under the circumstances. If the Regional Water Board Assistant Executive Officer or other Prosecution Staff receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board for adoption, the Regional Water Board Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present the Order to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated and Order.

31. Addressing Objections Raised During Public Comment Period: The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

32. Interpretation: This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

33. Modification: This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its Executive Officer.

34. Integration: This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.

35. If Order Does Not Take Effect: In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

36. Waiver of Hearing: The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.

37. Waiver of Right to Petition: The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

38. Regional Water Board is Not Liable: Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation and/or Order nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.

39. Covenant Not to Sue: Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this action.

- 40. Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Order.
- 41. Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.
- 42. Severability:** This Stipulations and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
- 43. No Third Party Beneficiaries:** This stipulation is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulation for any cause whatsoever.
- 44. Counterpart Signatures:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulation may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
- 45. Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board, which incorporates the terms of this Stipulation.

IT IS SO STIPULATED.

**California Regional Water Quality Control Board,
North Coast Region Prosecution Team**

By: _____

**Shin-Roei Lee
Assistant Executive Officer**

City of Ukiah, WWTF

Date: _____

By: _____

**Tim Eriksen
Director of Public Works/City Engineer**



Findings of the Regional Water Board:

IT IS HEREBY ORDERED:

- 46.** The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, the Discharger hereby agrees to comply with the terms and conditions of this Order.
- 47.** The Regional Water Board finds that the Recitals set forth herein in Section II of the Stipulation are true.
- 48.** This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.
- 49.** The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Dischargers fail to perform any of its obligations under the Order.
- 50.** Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulation in accordance with the terms of the Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, North Coast Region.

Matthias St. John
Executive Officer

Enc: Exhibit A (Table of violations during period February 1, 2012 through May 31, 2014)
Exhibit B (Table of violations during period June 1, 2014 through July 31, 2015)
Exhibit C (Revised SEP)

ALLEGED VIOLATIONS

Violation Group No. 1, Effluent Limitations: According to quarterly monitoring reports submitted by the Discharger for the period from February 1, 2012 through May 31, 2014, the Discharger had seventeen (15) effluent limitation exceedances, of which all are subject to mandatory minimum penalties. One exceedance was a non-serious (chronic) effluent violation, and sixteen exceedances were serious effluent violations. The mandatory minimum penalty amount for these violations is **\$45,000** as shown in the following table:

Table 1: Violations of Effluent Limitations (Mandatory Minimum Penalties Pursuant to CWC section 13385 (h) and (i))

CWIQS No.	Date	Parameter (Waste Stream)	Reported Value	Permit Limit	Units	Violation Type	Mandatory Minimum Penalty
Waste Discharge Requirements Order No. R1-2006-0049							
920763	2/1/12	Copper Monthly Avg. (Mean)	16	5.64	ug/L	Serious	\$3,000
920764	2/1/12	Copper Daily Maximum	16	11.33	ug/L	Serious	\$3,000
924360	3/6/12	Copper Monthly Avg. (Mean)	21	5.64	ug/L	Serious	\$3,000
944561	3/6/12	Copper Daily Maximum	21	11.33	ug/L	Serious	\$3,000
926286	4/3/12	Copper Daily Maximum	15	7.96	ug/L	Serious	\$3,000
926287	4/30/12	Copper Monthly Avg. (Mean)	15	3.97	ug/L	Serious	\$3,000
944553	5/1/12	Dichlorobromomethane Monthly Avg.	2.30	0.56	ug/L	Serious	\$3,000
927852	5/31/12						
927854	5/1/12	Dichlorobromomethane Daily Maximum	2.30	1.1	ug/L	Serious	\$3,000
944567	5/2/12	Copper Monthly Avg.	19	5.98	ug/L	Serious	\$3,000
927853	5/31/12						
927855	5/2/12	Copper Daily Maximum	19	11.99	ug/L	Serious	\$3,000
Waste Discharge Requirements Order No. R1-2012-0068							
941264	11/6/12	Dichlorobromomethane Monthly Avg. (Mean)	1.95	0.56	ug/L	Serious	\$3,000
941263	11/6/12	Dichlorobromomethane	1.95	1.1	ug/L	Serious	\$3,000

CWIQS No.	Date	Parameter (Waste Stream)	Reported Value	Permit Limit	Units	Violation Type	Mandatory Minimum Penalty
		Daily Maximum					
942382	12/11/12	Dichlorobromomethane Monthly Avg. (Mean)	5.24	0.56	ug/L	Serious	\$3,000
942380	12/11/12	Dichlorobromomethane Daily Maximum	5.24	1.1	ug/L	Serious	\$3,000
942381	12/11/12	Cyanide Monthly Avg.	4.5	4.3	ug/L	Chronic	\$3,000
No Discharge to Russian River or Effluent Violations from 5/15/2013 through 5/30/2014							
TOTAL							\$45,000

1501027_CNM_eF_UkiahWWTF_StipOrder_Exhibit_A

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

EXHIBIT B

Ukiah City

Ukiah City WWTP

WDID No. 1B840290MEN NPDES No. CA0022888

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason or otherwise not subject to MMPs	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	989745	11/04/2014	Ammonia, Total (as N)	Group 1	Daily Maximum	8.8	8.8	mg/L	Y	b	N/A	05/08/2014	Exempt	N/A	N		\$ 0
2	989746	11/11/2014	Ammonia, Total (as N)	Group 1	Daily Maximum	8.8	9	mg/L	Y	b	N/A	05/15/2014	Exempt	N/A	N		\$ 0
3	989753	11/30/2014	Nitrate, Total (as N)	Group 1	Monthly Average	10	13.5	mg/L	Y	b	N/A	06/03/2014	Exempt	N/A	N		\$ 0
4	989758	11/30/2014	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	8.55	mg/L	Y	b	N/A	06/03/2014	Exempt	N/A	N		\$ 0
5	989747	01/20/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	8.8	7	mg/L	Y	b	N/A	07/24/2014	Exempt	N/A	N		\$ 0
6	989748	01/27/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	8.8	11	mg/L	Y	b	N/A	07/31/2014	Exempt	N/A	N		\$ 0
7	989757	01/31/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	5.89	mg/L	Y	b	N/A	08/04/2014	Exempt	N/A	N		\$ 0
8	989749	02/03/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	8.8	12	mg/L	Y	b	N/A	08/07/2014	Exempt	N/A	N		\$ 0
9	989758	02/28/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	4.83	mg/L	Y	b	N/A	08/01/2014	Exempt	N/A	N		\$ 0
10	990200	03/03/2015	Bromochloromethane	Group 2	Daily Maximum	1.1	1.77	ug/L	N		61%	08/04/2014	Serious	Serious, C1	Y	13385(l)	\$ 3,000
11	990201	03/23/2015	Total Coliform	Other	Monthly Maximum	240	240	MPN/100	Y	a	N/A	08/24/2014	N/A	C2	N		\$ 0
12	990202	03/31/2015	Bromochloromethane	Group 2	Monthly Average	0.58	1.34	ug/L	N		138%	10/02/2014	Serious	Serious, C3	Y	13385(l)	\$ 3,000
13	991552	04/07/2015	Dichlorobromomethane	Group 2	Daily Maximum	1.1	1.19	ug/L	N		8%	10/09/2014	Chronic	>C3	Y	13385(l)	\$ 3,000
14	991554	04/07/2015	Dichlorobromomethane	Group 2	Monthly Average	0.58	1.19	ug/L	N		113%	10/09/2014	Serious	Serious	Y	13385(l)	\$ 3,000
15	991553	04/30/2015	Nitrate, Total (as N)	Group 1	Monthly Average	10	14	mg/L	Y	b	N/A	11/01/2014	Exempt	N/A	N		\$ 0
16	992348	05/05/2015	Dichlorobromomethane	Group 2	Daily Maximum	1.1	1.81	ug/L	N		85%	11/06/2014	Serious	Serious	Y	13385(l)	\$ 3,000
17	992348	05/05/2015	Dichlorobromomethane	Group 2	Monthly Average	0.58	1.81	ug/L	N		223%	11/06/2014	Serious	Serious	Y	13385(l)	\$ 3,000
18	992347	05/31/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	4.4	mg/L	Y	b	N/A	12/02/2014	Exempt	N/A	N		\$ 0
19	992345	05/31/2015	Nitrate, Total (as N)	Group 1	Monthly Average	10	15	mg/L	Y	b	N/A	12/02/2014	Exempt	N/A	N		\$ 0

Total Penalty: \$ 18,000

Table Legend:

- a The first three violations in a six month period shall not receive MMP assessment unless it is serious.
b Compliance with CDO No. R1-2013-0069 interim effluent limitation.

- 1 - Violation occurs on sample date or last date of averaging period.
2 - For Group I pollutants, a violation is serious when the limit is exceeded by more than 40%
- For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%
3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty

Violation period ending the last day of May 2015

Group I Violations Assessed MMP: 0
Group II Violations Assessed MMP: 6
Other Effluent Violations Assessed MMP: 0
Violations Exempt from MMP: 13
Total Violations Assessed MMP: 6

Mandatory Minimum Penalty = (6 Serious Violations + 1 Non-Serious Violations) x \$3,000 = \$18,000



August 13, 2015

North Coast Regional Water Quality Control Board
Attn: Cecile Morris
5550 Skylane Blvd, Suite A
Santa Rosa, CA 95403
Transmitted Electronically to:
NorthCoast@waterboards.ca.gov and CMorris@waterboards.ca.gov

Re: Revised Supplemental Environmental Project (SEP) for Administrative Civil Liability Complaint No R1-2014-0058

Dear Ms. Morris,

In response to your email dated June 15, 2015, the City respectfully submits the following revised SEP.

The City would like to propose a source control study of the collection system to evaluate potential high areas of BOD. This meets the requirements of the SEP Final Policy by performing a study that could benefit surface water quality, and the beneficial uses of water of the State by identifying source identification.

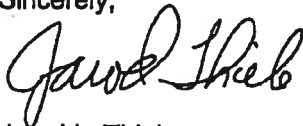
The goals for this project will be to issue a Request for Proposals (RFP) to engineering firms for technical assistance. The City is anticipating to include language in the RFP that requires a fixed amount of sample intervals in locations recommended by the selected firm. The City is planning to release the RFP and have proposals due in September with the following project schedule:

- September 30, 2015 - Proposals Due
- October 21, 2015 - Award Contract
- On or before December 1, 2015 – begin sampling and data collection with engineering firm
- April 1, 2016 - Receive Draft Plan
- April 15, 2016 - Submit comments to Consultant
- June 1, 2016 - Receive Final Plan

The estimated cost for the Source Control Study is estimated to be \$60,000. The City has additional funds budgeted should they be needed. The City will provide reports to the Regional Board identifying progress in regards to the Study.

Please let me know if you have questions or would like further information.

Sincerely,



Jarod L. Thiele
Project Analyst



ITEM NO.: 12d

MEETING DATE: December 16, 2016

AGENDA SUMMARY REPORT

SUBJECT: REJECT BIDS RECEIVED FOR THE INSTALLATION OF REPLACEMENT WELL 4 AND NEW WATER WELL 9, SPECIFICATION NO. 14-05.

Summary: City Council will consider rejecting the bids received for the installation of replacement well 4 and new water well 9.

Background: On October 21, 2015, Council approved the plans and specifications and directed staff to advertise for bids for the installation of replacement well 4 and new water well 9, Specification No. 14-05. This project consists of the abandonment of existing well 4, the installation of replacement well 4, monitoring well #MW4A, drilling and potential installation of new well 9, and installation of monitoring well #MW9A.

The Purchasing Department released bids on November 5, 2015. The Notice to bidders was published in the Ukiah Daily Journal on November 10th and 17th, 2015. A copy of the notice to bidder was sent to five C-57 Well Drilling Classification Contractors listed on the City's Qualified Bidder's list, as well as the Builders Exchanges. Specifications were also posted on the City's website. A mandatory pre-bid meeting was held on November 19, 2015, with five potential bidders in attendance.

Discussion: Bids were received until 2:00 p.m. on Wednesday, December 9, 2015, at which time two bids were received and opened by the City Clerk. The bid tabulation is shown as "Attachment 1". Bids were received from Weeks Drilling & Pump Co. in the amount of \$725,040 (attachment #2), and from Norcal Pump & Well Drilling, Inc. in the amount of \$1,084,331 (attachment #3).

After careful review of the bids received, irregularities were discovered in the bids submitted by both bidders. When considering whether or not an irregularity can be waived, the question is, if the irregularity was waived, would it provide the bidder in question an unfair bidding advantage over the other bidders.

With this in mind, it was determined that there was one bid irregularity that could not be waived in the bid that Weeks Drilling & Pump Co. submitted. On their bid proposal, they marked bid items 12 and 25 with double asterisks, referring to a note they wrote on the last page (Please see "attachment #2", Page 6). The note states the following, "*We agree to follow bid specification but cannot control flow rate, specific capacity and/or hydraulic well efficiency (Reference Public Water Supply Wells Section 33 21 13 –*

Continued on Page 2

RECOMMENDED ACTION(S): Reject bids received for Spec No. 14-05 Installation of Replacement Well 4 and New Well 9 and authorize staff to rebid.

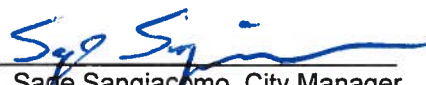
ALTERNATIVES: Do not reject bids and provide alternate direction to staff.

Citizens advised: N/A
Requested by: Tim Eriksen, Public Works Director/City Engineer.
Prepared by: Mary Horger, Purchasing Supervisor; and Jarod Thiele, Public Works Project Analyst.
Coordinated with: Sean White, Water and Sewer Director; and David Rapport, City Attorney.
Presenter: Tim Eriksen, Public Works Director/City Engineer.
Attachments: 1) Bid Tabulation, 2) Bid from Weeks, 3) Bid from Norcal, 4) Excerpt from technical specification

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

Performance Requirements)". Weeks was referring to a performance requirement in the technical specifications of the bid specification (please see "attachment #4"). This condition or irregularity, if accepted, would be an unfair bidding advantage over the other bidder, as it does not conform to the technical specifications as written, and would allow for lesser performance requirements than what the other bidder had agreed. Since this is an irregularity that can't be waived, this bid will need to be rejected.

Given the price difference between the two bids received, it is staff's recommendation to reject both bids at this time. Staff will perform some slight modifications to incorporate addenda that were issued, as well as the performance concern, and re-bid as soon as possible.

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.
2,900,000	N/A	82224413.80230 PC 15070 and 15074	Yes ☐ No ☒	N/A

BID RESULTS - SPEC 14-05 Installation of Replacement Well 4 and New Well 9							
Owner: City of Ukiah							
Bid Opening: 12/09/15						Weeks Drilling & Pump Co	
Prepared by Mary Horger, Purchasing Supervisor						Norcal Pump & Well Drilling, Inc.	
						6100 HWY 12	
						Sebastopol, CA 95472	
						1325 Barry Road	
						Yuba City, CA 95993	
						Bidder Status: Under Review	
						Bidder Status: Under Review	
BASE BID							
Item #	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION/DEMOBILIZATION MONITORING WELL MW 4A	1	LS	\$22,000.00	\$22,000.00	\$24,507.00	\$24,507.00
2	GENERAL NPDES PERMIT WELL 4 SITE	1	LS	\$0.00	\$0.00	\$1,500.00	\$1,500.00
3	DRILL MONITORING WELL BORING MW 4A	225	LF	\$102.00	\$22,950.00	\$150.00	\$33,750.00
4	MONITORING WELL CONSTRUCTION MW 4A	210	LF	\$180.00	\$37,800.00	\$195.00	\$40,950.00
5	MONITORING WELL DEVELOPMENT MW 4A	1	LS	\$13,500.00	\$13,500.00	\$12,500.00	\$12,500.00
6	MONITORING WELL ZONE TESTING MW 4A	1	LS	\$8,000.00	\$8,000.00	\$18,000.00	\$18,000.00
7	MOBILIZATION/DEMOBILIZATION REPLACEMENT WELL 4	1	LS	\$17,500.00	\$17,500.00	\$64,710.00	\$64,710.00
8	DRILL REPLACEMENT WELL 4 BORING	220	LF	\$120.00	\$26,400.00	\$195.00	\$42,900.00
9	26-INCH CONDUCTOR CASING REPLACEMENT WELL 4	51	LF	\$415.00	\$21,165.00	\$450.00	\$22,950.00
10	REPLACEMENT WELL 4 WELL CONSTRUCTION	223	LF	\$500.00	\$111,500.00	\$796.00	\$177,508.00
11	REPLACEMENT WELL 4 DEVELOPMENT	1	LS	\$22,000.00	\$22,000.00	\$28,740.00	\$28,740.00
12	AQUIFER PUMP TESTING REPLACEMENT WELL 4	1	LS	\$23,000.00	\$23,000.00	\$7,400.00	\$7,400.00
13	ABANDONMENT OF EXISTING WELL 4 AND DEMOLITION	1	LS	\$23,000.00	\$23,000.00	\$64,832.00	\$64,832.00
14	MOBILIZATION/DEMOBILIZATION MONITORING WELL MW 9A	1	LS	\$43,000.00	\$43,000.00	\$43,421.00	\$43,421.00
15	GENERAL NPDES PERMIT WELL 9 SITE	1	LS	\$0.00	\$0.00	\$1,500.00	\$1,500.00
16	DRILL MONITORING WELL MW 9A BORING	260	LF	\$96.00	\$24,960.00	\$150.00	\$39,000.00
17	MONITORING WELL 9A CONSTRUCTION	263	LF	\$160.00	\$42,080.00	\$195.00	\$51,285.00
18	MONITORING WELL 9A DEVELOPMENT	1	LS	\$13,500.00	\$13,500.00	\$15,814.00	\$15,814.00
19	MONITORING WELL 9A ZONE TESTING	1	LS	\$9,000.00	\$9,000.00	\$18,000.00	\$18,000.00
20	MOBILIZATION/DEMOBILIZATION NEW WELL 9	1	LS	\$19,000.00	\$19,000.00	\$59,874.00	\$59,874.00
21	DRILL NEW WELL 9 BORING	260	LF	\$102.00	\$26,520.00	\$195.00	\$50,700.00
22	26-INCH CONDUCTOR CASING NEW WELL 9	51	LF	\$415.00	\$21,165.00	\$450.00	\$22,950.00
23	NEW WELL 9 CONSTRUCTION	260	LF	\$500.00	\$130,000.00	\$790.00	\$205,400.00
24	NEW WELL 9 DEVELOPMENT	1	LS	\$23,000.00	\$23,000.00	\$28,740.00	\$28,740.00
25	AQUIFER PUMP TESTING NEW WELL 9	1	LS	\$24,000.00	\$24,000.00	\$7,400.00	\$7,400.00
Total Bid Amount					\$725,040.00		\$1,084,331.00
Listed Subs				JOHN PAHLOW CONSTRUCTION 1645 LUDWIG AVENUE SANTA ROSA, CA		NONE LISTED	
				KENWOOD FENCE CO. 2380 Bluebell Drive Santa Rosa, CA			
				WARREN E. GOMES EXCAVATING 551 AIRPORT ROAD RIO VISTA, CA			
				WEST COAST WELL LOGGING PO BOX 2797 RANCHO CORDOVA, CA			
				WIPF CONSTRUCTION PO Box 234 Ukiah, CA 95482			

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**PROPOSAL
FOR
Installation of Replacement Well 4 and New Well 9
Specification No. 14-05**

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 therefore the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work, components, accessories, and connections, shown in applicable details or required to yield a complete, sound, and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the contract documents and yield a fully functional project shall be considered as incidental to the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

BASE BID

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	EXTENDED AMOUNT FOR ITEM (in figures)
1	1	LS	Mobilization/Demobilization Monitoring Well MW 4A, for the lump sum price of Twenty Two Thousand & no/100 (\$22,000.00)	\$ 22,000.00
2	1	LS	General NPDES Permit Well 4 Site, for the lump sum price of (\$)	\$ N/A
3	225	LF	Drill Monitoring Well Boring MW 4A, for the price per linear foot of One Hundred Two & no/100 (\$ 102.00)	\$ 22,950.00
4	210	LF	Monitoring Well Construction MW 4A for the price per linear foot of One Hundred Eighty & no/100 (\$ 180.00)	\$ 37,800.00

5	1	LS	Monitoring Well Development MW 4A, for the lump sum price of <u>Thirteen Thousand Five Hundred</u> <u>& no/100</u> (\$ 13,500.00)	\$ 13,500.00
6	1	LS	Monitoring Well Zone Testing MW 4A, for the lump sum price of <u>Eight Thousand & no/100</u> <u></u> (\$ 8,000.00)	\$ 8,000.00
7	1	LS	Mobilization/Demobilization Replacement Well 4, for the lump sum price of <u>Seventeen Thousand Five Hundred</u> <u>& no/100</u> (\$ 17,500.00)	\$ 17,500.00
8	220	LF	Drill Replacement Well 4 Boring for the price per linear foot of <u>One Hundred Twenty & no/100</u> <u></u> (\$ 120.00)	\$ 26,400.00
9	51	LF	26-inch Conductor Casing Replacement Well 4 for the price per linear foot of <u>Four Hundred Fifteen & no/100</u> <u></u> (\$ 415.00)	\$ 21,165.00
10	223	LF	Replacement Well 4 Well Construction for the price per linear foot of <u>Five Hundred & no/100</u> <u></u> (\$ 500.00)	\$ 111,500.00
11	1	LS	Replacement Well 4 Development for the lump sum price of <u>Twenty Two Thousand & no/100</u> <u></u> (\$ 22,000.00)	\$ 22,000.00
12	1	LS	Aquifer Pump Testing Replacement Well 4 for the lump sum price of <u>Twenty Three Thousand & no/100</u> <u></u> (\$ 23,000.00)	\$ 23,000.00
13	1	LS	Abandonment of Existing Well 4 and Demolition for the lump sum price of <u>Twenty Three Thousand & no/100</u> <u></u> (\$ 23,000.00)	\$ 23,000.00
14	1	LS	Mobilization/Demobilization Monitoring Well MW 9A for the lump sum price of <u>Forty Three Thousand & no/100</u> <u></u> (\$ 43,000.00)	\$ 43,000.00

**

15	1	LS	General NPDES Permit Well 9 Site for the lump sum price of _____ (\$ _____)	\$ N/A
16	260	LF	Drill Monitoring Well MW 9A Boring for the price per linear foot of Ninety Six & no/100 _____ (\$ 96.00)	\$ 24,960.00
17	263	LF	Monitoring Well 9A Construction for the price per linear foot of One Hundred Sixty & no/100 _____ (\$ 160.00)	\$ 42,080.00
18	1	LS	Monitoring Well 9A Development for the lump sum price of Thirteen Thousand Five Hundred _____ & no/100 (\$ 13,500.00)	\$ 13,500.00
19	1	LS	Monitoring Well 9A Zone Testing for the lump sum price of Nine thousand & no/100 _____ (\$ 9,000.00)	\$ 9,000.00
20*	1	LS	Mobilization/Demobilization New Well 9 for the lump sum price of Nineteen Thousand & no/100 _____ (\$ 19,000.00)	\$ 19,000.00
21*	260	LF	Drill New Well 9 Boring for the price per linear foot of One Hundred Two & no/100 _____ (\$ 102.00)	\$ 26,520.00
22*	51	LF	26-inch Conductor Casing New Well 9 for the price per linear foot of Four Hundred Fifteen & no/100 _____ (\$ 415.00)	\$ 21,165.00
23*	260	LF	New Well 9 Construction for the price per linear foot of Five Hundred & no/100 _____ (\$ 500.00)	\$ 130,000.00
24*	1	LS	New Well 9 Development for the lump sum price of Twenty Three Thousand & no/100 _____ (\$ 23,000.00)	\$ 23,000.00

25*	1	LS	Aquifer Pump Testing New Well 9 for the lump sum price of Twenty Four Thousand & no/100 (\$ 24,000.00)	\$ 24,000.00	**
			Total Base Bid Amount in Words: Seven Hundred Twenty Five Thousand Forty and no/100	Total Base Bid Amount in Figures: \$ 725,040.00	

*Note: Production Well 9 may not be installed if the City, in the exercise of its discretion, determines that the test results from Monitor Well MW 9A do not support the construction of the production Well 9. In addition, there may be a multi-week delay between the installation of Monitor Well MW 9A and the final decision to proceed with new Well 9. The compensation for the bid items marked by an asterisk will not be increased due to any such delay and will not be paid, if the City decides not to proceed with new Well 9 and the bid amounts associated with Well 9 will not be part of the Contract (Per Specification Section 01 20 00 – Price and Payment Procedures).

We, the undersigned, acknowledge that the City Council has reserved 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 that which it deems in the best interest of the City to accept.

We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 2015.

Licensed in accordance with an act providing for the registration of California Contractors License No. 177681, expiration date 9/30/16.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000003541

Signature of bidder or bidders, with business name, address, phone number and fax number:



SIGN HERE

Weeks Drilling & Pump Co.

Phone: 707-823-3184

P.O. Box 176, Sebastopol, Ca. 95473

Fax: 707-823-4258

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.

CEO/President - Chris Thompson Secretary/Treasurer - Phil Thompson

6100 Highway 12, Sebastopol, Ca. 95472

**** Note: We agree to follow bid specification but cannot control flow rate, specific capacity and/or hydraulic well efficiency (Reference Public Water Supply Wells Section 33 21 13 - Performance Requirements).**

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

Mendocino County, California

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.

Installation of Replacement Well 4 and New Well 9



(Signature of Bidder)

Business Name and Mailing Address:

Weeks Drilling & Pump Co.

P.O. Box 176

Sebastopol, Ca. 95473

Business Location:

6100 Highway 12

Sebastopol, Ca. 95472

(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 9th day of December, 2015

Signature of Bidder, with Business Address:



6100 Highway 12

Sebastopol, Ca. 95472

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 12/9/15

6100 Highway 12

Sebastopol, Ca. 95472

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the State Government Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction site in an amount in excess of one-half of 1 percent of the total bid and (b) the portion of the work to be done by each subcontractor. Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

Wipf Construction	Sitework	DIR #1000008057
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1300 Hastings Rd, Ukiah

John Pahlow Construction	Sitework	DIR #1000021422
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1645 Ludwig Ave, Santa Rosa

Warren E. Gomes Excavating, Inc.	Fluid Hauling	DIR #1000011438
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551 Airport Rd, Rio Vista

West Coast Well Logging Services	Geophysical	DIR #1000003552
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P.O. Box 2797, Rancho Cordova

Kenwood Fence Co.	Fencing	DIR #1000010457
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2380 Bluebell Drive, Santa Rosa

STATEMENT OF EXPERIENCE 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.

Washington Hospital Healthcare	Destruct/Construct New Well
--------------------------------	-----------------------------

2000 Mowrey Ave, Fremont - John Merriam (323) 314-3734

City of Petaluma	Construct New City Wells - Drill/Develop/Pump
------------------	---

Professional Dr & McDowell Blvd, Petaluma - Dan Herrera (707) 778-4589

Willowbrook Court, Petaluma - Dan Herrera (707) 778-4589

City of Willits	Construct Elias Replacement Well - Drill/Develop
-----------------	--

1200 Sewer Plant Rd. Willits - Andrea Trincado (707) 972-4220

SIGNATURE(S) OF BIDDER

Accompanying this proposal is a Bidder's Bond

(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.

Weeks Drilling & Pump Company

CEO/President Chris Thompson

Secretary/Treasurer Phillip Thompson

Licensed in accordance with an act providing for the registration of Contractors:

License No. C-57 177681, License Expiration Date 9/30/16

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: 6100 Highway 12
Sebastopol, Ca. 95472

Place of residence: Same as above

Dated: 12/8/15

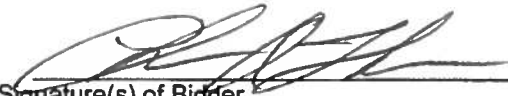
NON-COLLUSION AFFIDAVIT

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 INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9 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: 6100 Highway 12
Sebastopol, Ca. 95472

Place of Residence: Same as above

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 201____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 201 ____.

**Acknowledgment attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

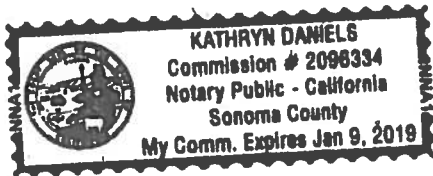
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On December 8, 2015 before me, Kathryn Daniels, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Chris Thompson
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathryn Daniels
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Weeks Drilling & Pump Company

_____, as PRINCIPAL and

Nationwide Mutual Insurance Company

_____, 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 \$ ---Ten Percent (10%) of the Total Amount Bid---

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 December 9, 2015 for INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9.

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 8th day of _____
December, A.D. 2015.

Weeks Drilling & Pump Company (Seal)

By: [Signature] (Seal)

Chris A. Thompson, Pres (Seal)

Principal

Nationwide Mutual Insurance Company (Seal)

By: [Signature] (Seal)

Jennifer Lelouarn, Attorney-in-Fact (Seal)

Surety

Address: Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SONOMA

On December 8, 2015 before me, MARY DAVERIN, Notary Public
(insert name and title of the officer)

personally appeared Jennifer Lelouarn, Attorney-In-Fact
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mary Daverin* (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

PAUL RAMATICI

JENNIFER A. LELOUARN

PETALUMA CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the
13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 8th day
of December, 2015.

Secretary

This Power of Attorney Expires 07/31/17

BDJ 1(03-14) 00

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**PROPOSAL
FOR
Installation of Replacement Well 4 and New Well 9
Specification No. 14-05**

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 therefore the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work, components, accessories, and connections, shown in applicable details or required to yield a complete, sound, and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the contract documents and yield a fully functional project shall be considered as incidental to the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

BASE BID

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	EXTENDED AMOUNT FOR ITEM (in figures)
1	1	LS	Mobilization/Demobilization Monitoring Well MW 4A, for the lump sum price of Twenty Four Thousand Five Hundred Seven (\$ 24507.)	\$ 24507.
2	1	LS	General NPDES Permit Well 4 Site, for the lump sum price of Fifteen Hundred (\$1500.)	\$ 1500.
3	225	LF	Drill Monitoring Well Boring MW 4A, for the price per linear foot of One Hundred Fifty (\$150.)	\$ 33750.
4	210	LF	Monitoring Well Construction MW 4A for the price per linear foot of One Hundred Ninety Five (\$ 195.)	\$ 40950.

5	1	LS	Monitoring Well Development MW 4A, for the lump sum price of Twelve Thousand Five Hundred (\$12500.)	\$ 12500.
6	1	LS	Monitoring Well Zone Testing MW 4A, for the lump sum price of Eighteen Thousand (\$18000.)	\$ 18000.
7	1	LS	Mobilization/Demobilization Replacement Well 4, for the lump sum price of Sixty Four Thousand Seven Hundred Ten (\$ 64710.)	\$ 64710.
8	220	LF	Drill Replacement Well 4 Boring for the price per linear foot of One Hundred Ninety Five (\$ 195.)	\$ 42900.
9	51	LF	26-inch Conductor Casing Replacement Well 4 for the price per linear foot of Four Hundred Fifty (\$ 450.)	\$ 22950.
10	223	LF	Replacement Well 4 Well Construction for the price per linear foot of Seven Hundred Ninety Six (\$796.)	\$177508.
11	1	LS	Replacement Well 4 Development for the lump sum price of Twenty Eight Thousand Seven Hundred Forty (\$ 28740.)	\$ 28740.
12	1	LS	Aquifer Pump Testing Replacement Well 4 for the lump sum price of Seventy Four Hundred (\$ 7400.)	\$ 7400.
13	1	LS	Abandonment of Existing Well 4 and Demolition for the lump sum price of Sixty Four Thousand Eight Hundred Thirty Two (\$64832.)	\$ 64832.
14	1	LS	Mobilization/Demobilization Monitoring Well MW 8A for the lump sum price of Forty Three Thousand Four Hundred Twenty One (\$43421.)	\$ 43421.

15	1	LS	General NPDES Permit Well 9 Site for the lump sum price of Fifteen Hundred (\$1500.)	\$1500.
16	260	LF	Drill Monitoring Well MW 9A Boring for the price per linear foot of One Hundred Fifty (\$150.)	\$39000.
17	263	LF	Monitoring Well 9A Construction for the price per linear foot of One Hundred Ninety Five (\$195.)	\$51285
18	1	LS	Monitoring Well 9A Development for the lump sum price of Fifteen Thousand Eight Hundred Fourteen (\$15814.)	\$15814.
19	1	LS	Monitoring Well 9A Zone Testing for the lump sum price of Eighteen Thousand (\$18000.)	\$18000.
20*	1	LS	Mobilization/Demobilization New Well 9 for the lump sum price of Fifty Nine Thousand Eight Hundred Seventy Four (\$59874.)	\$59874.
21*	260	LF	Drill New Well 9 Boring for the price per linear foot of One Hundred Ninety Five (\$195.)	\$50700.
22*	51	LF	26-inch Conductor Casing New Well 9 for the price per linear foot of Four Hundred Fifty (\$450.)	\$22950.
23*	260	LF	New Well 9 Construction for the price per linear foot of Seven Hundred Ninety (\$790.)	\$205400.
24*	1	LS	New Well 9 Development for the lump sum price of Twenty Eight Thousand Seven Hundred Forty (\$28740.)	\$28740.

25*	1	LS	Aquifer Pump Testing New Well 9 for the lump sum price of Seven Thousand Four Hundred (\$ 7400.)	\$ 7400.
			Total Base Bid Amount in Words: One Million Eighty Four Thousand Three Hundred Thirty One	Total Base Bid Amount in Figures: \$ 1,084,331.

*Note: Production Well 9 may not be installed if the City, in the exercise of its discretion, determines that the test results from Monitor Well MW 9A do not support the construction of the production Well 9. In addition, there may be a multi-week delay between the installation of Monitor Well MW 9A and the final decision to proceed with new Well 9. The compensation for the bid items marked by an asterisk will not be increased due to any such delay and will not be paid, if the City decides not to proceed with new Well 9 and the bid amounts associated with Well 9 will not be part of the Contract (Per Specification Section 01 20 00 – Price and Payment Procedures).

We, the undersigned, acknowledge that the City Council has reserved 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 that which it deems in the best interest of the City to accept.

We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of December 8, 2015.

Licensed in accordance with an act providing for the registration of California Contractors License No. 908591, expiration date 1/31/2016.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE
MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000012947

Signature of bidder or bidders, with business name, address, phone number and fax number:

 < SIGN HERE

Nor-Cal Pump and Well Drilling 1325 Barry Road Yuba City, CA 95993

Phone 530-674-5861 Fax 530-674-1525

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.

1325 Barry Road Yuba City, CA 95993

Nar Heer - President, Treasurer

Harkrishan Heer Vice President Secretary

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

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.

Installation of Replacement Well 4 and New Well 9



(Signature of Bidder)

Business Name and Mailing Address:

Nor-Cal Pump and Well Drilling

1325 Barry Road

Yuba City, CA 95993

Business Location:

1325 Barry Road

Yuba City, CA 95993

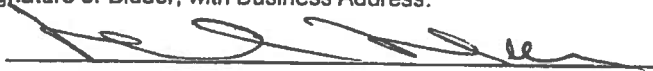
(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

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 8th day of December, 2015

Signature of Bidder, with Business Address:



Nor-Cal Pump and Well Drilling

1325 Barry Road

Yuba City, CA 95993

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 12/08/2015

Nor-Cal Pump and Well Drilling

1325 Barry Road

Yuba City, CA 95997

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the State Government Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction site in an amount in excess of one-half of 1 percent of the total bid and (b) the portion of the work to be done by each subcontractor. Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

None

STATEMENT OF EXPERIENCE 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.

See Attached

Nor-Cal Pump & Well Drilling, Inc.

List of Experience & Qualifications

Project Name: Reclamation District #784

Location: 1594 Broadway Rd.

Contact Person/Phone #: John Mallen- MHM Engineering 530-742-6485

Start Date: 05/15/2015

End Date: 08/20/2015

Scope of Work: Relief Well Pump Testing

Project Cost: \$256,000.00

Project Name: Live Oak Soccer Park

Location: Ida St. Live Oak, CA

Contact Person/Phone #: Shawn Rohrbacker- Melton Design Group

Start Date: 05/12/2014

End Date: 08/27/14

Scope of Work: Well & Pump Installation

Project Cost: \$179,282.00

Project Name: Ducks Unlimited

Location: 3074 Gold canal Dr.

Contact Person/Phone #: Jessee Ross, D. E. Engineering- 916-852-2000

Start Date: 06/05/14

End Date: 09/22/2014

Scope of Work: Grey Lodge Wildlife Area Wetland Enhancement Well.

Project Cost: \$189,000.00

Project Name: City Of Manteca

Location: 1001 W. Center St. Suite E

Contact Person/Phone #: Fernando Lilloa, P.E. Engineer- 5209-456-8427

Start Date: 07/02/14

End Date: 10/18/2014

Scope of Work: Drilling, Casing, Developing

Project Cost: \$489,850.00

Project Name: Yuba City Unified school District
Location: Yuba City, CA
Contact Person/Phone #: Julie A. Smith (Wood Roger Inc.) 916-341-7760
Start Date: 09/22/2013
End Date: 12/18/2013
Scope of Work: Construction & Testing Well
Project Cost: \$46,007.00

Project Name: Red Bluff Pumping Plant- WBB#305
Project #: Bureau of Reclamation
Location: Red Bluff, CA
Contact Person/Phone #: Bureau O Reclamation 916-979-2180
Start Date: 05/20/2011
End Date: 08/30/2011
Engineer: Bill Spoon-530-527-0023
Phone #: 530-527-0023
Scope of Work: Installation of (7) Dewatering Wells to avoid contamination of Fish Ladder passage during construction
Project Cost: 32,596.00

Project Name: Trust Well FLH – Butte Co. Housing Authority
Project #: Butte County Housing Authority
Location: Gridley, CA – Butte County
Contact Person/Phone #: Ken Worster- 530-204-5214
Start Date: 01/26/2011
End Date: 04/30/2011
Engineer: Brown & Cladwell
Phone #: 530-204-5214
Scope of Work: Drilling, Development & Installation of Test Well
Project Cost: N/A

Project Name: USDA Well Rehabilitation Project
Project #: City of Biggs
Location: Biggs, CA
Contact Person/Phone #: City of Biggs- 530-868-5493
Start Date: 06/05/2010
End Date: 09/10/2010
Engineer: California Engineering, G. Michael Vasquez
Phone #: 530-751-0952
Scope of Work: Drilling, Development, Installation, Testing & Well Rehabilitation,
Install Hydro-Pneumatic Tank & Upgrade existing Electrical Controls
Project Cost: \$537,676.00

Project Name: S.A.F.C.A.- #4007, Levee Improvement Project (McGuire & Hester)
Project #: Sacramento Flood Control Agency
Location: Garden Hwy, Nicolaus & Sacramento, CA
Contact Person/Phone #: S.A.F.C.A. – 916-874-7606
Start Date: 01/03/2010
End Date: 04/01/2010
Engineer: Parsons Brinkerhoff-Janice Reynolds
Phone #: 916-567-2592
Scope of Work: Drilling, Development & Pump Installation of (2) – 16” Water Wells
Project Cost: 721,486.95

Project Name: 09-001 – Monitoring Well - WWTP
Project #: City of Yuba City, CA
Location: Northgate Blvd., Yuba City, CA
Contact Person/Phone #: Ian Pietz/ John Greathouse- 530-822-7685
Start Date: 07/12/2009
End Date: 10/16/2009
Engineer: Ian Pietz-
Phone #: 530-822-7685
Scope of Work: Drilling, Development & Installation of Monitoring Well for City’s water Supply
Project Cost: 65,000.00

Project Name: City of Merced- Well #19
Project #: Parsons Ave. Merced, CA
Location: Merced, CA
Contact Person/Phone #: Maria Nannette Suico, Assistant Engineer- 209-385-6219
Start Date: 01/18/2009
End Date: 04/24/2009
Engineer: Kenneth D Schmidt & Associates- Cheryl Lassotovitch
Phone #: 559-285-4310
Scope of Work: Drilling, Development & Testing of a 16”, 620’ Municipal Water Well
Project Cost: \$360,300.00

Project Name: Cal-Trans/CC Myers
Project # Rte. 5/50 Project
Location: Sacramento
Contact Person/Phone #: Fred Velasco (916) 919-2430
Start Date: 07/2008
End Date: 11-10-2008
Engineer: CC Myers
Phone #: (916) 919-2430
Address:
Scope of Work: Drilling, Developing, Casing
Project Cost: \$357,000

Project Name: City of Stockton-Well 10R
Project #: Well 10R
Location: Stockton
Contact Person/Phone #: Bobby Mamsaang or Ali Gharegozloo
Start Date: 02/14/2008
End Date: 10/31/2008
Engineer: Ali Gharegozloo
Phone #: (209) 937-8753
Address: 2600 Navy Drive, Stockton, CA
Scope of Work: Drilling, Casing, Developing 20" Well
Project Cost: \$1.2 million

Project Name: Woodside Homes
Project #: Woodside Homes
Location: Linda, CA
Contact Person/Phone #: Andrew Zinniger (916) 608-9600
Start Date: 04/2006
End Date: 08/2006
Scope of Work: Well Development, Drilling, Casing
Project Cost: \$276,819

Project Name: CalTrans-Dunnigan
Project #: 03A1212 – 03-Yol-5-KP 26.41
Project Address: Dunnigan, CA
Location: Dunnigan, CA
Contact Person/Phone #: Narayan (916) 263-5652
Start Date: 6/2006
End Date: 9/2006
Engineer: Narayan P. Slewail
Phone #: (916) 263-5652
Address: 3951 Performance Drive, Suite E, Sacramento, CA 95838
Scope of Work: Well and Water System development
Project Cost: \$120,000

Project Name: Weller Brothers
Project #: Weller Brothers, Colusa
Location: Colusa, CA
Contact Person/Phone #: Buck Weller-(530) 624-4421
Start Date: 03/2008
End Date: 05/30/2008
Scope of Work: Drilling, Developing/Installation of Pump
Project Cost: \$90,000

Project Name: Villa Ticino Project-City of Manteca

Project #:

Project Address: East of Geneva & Louise, CA 95827

Location: Manteca, CA

Contact Person/Phone #: Keith Conarro-(209) 825-2577

Start Date: 09/2006

End Date: 11/2006

Engineer: Keith Conarro Associate Civil Engineer, City of Manteca

Phone #: (209) 825-2577

Address: 1001 West Center St., Manteca, CA 95337

Scope of Work: Drill a 12" diameter test hole to a depth of 600'.

Project Name: Bear River Setback Levee Construction Project

Project #: PH3-2005-06-02

Location: Erle Rd., Yuba County

Contact Person/Phone #: John Hick @ Nordic Industries-(530) 742-7124

Start Date: 04/2006

End Date: 10/2006

Engineer: GEI Consultants

Address: 2201 Broadway, Ste. #321, Oakland, CA 94612

Scope of Work: Levee Construction & Repair Project

Project Name: Sutter Extension Water District I & II

Project #: Contract #E90027

Location: I-off of Franklin Rd.-Yuba City & II-off Butte House Rd.- Yuba City

Contact Person/Phone #: Lynn Russell-(530) 673-7138

Start Date: 11/2006

End Date: 01/2007

Engineer: GEI Consultants

Address: 2201 Broadway, Ste. #321, Oakland, CA 94612

Scope of Work: Construction & Development of (2)-20" gravel packed 610' Production Test Wells

Project Name: City of Redding-Test Well No. EW-25

Project #: 2285-30

Location: 3401 Knighton Rd., Redding, CA

Contact Person/Phone #: Barry Tippin-(530) 225-4170

Start Date:

End Date: August 2006

Engineer: City of Redding-Engineering Department

Phone #: (530) 225-4170

Address: 777 Cypress Ave., Redding, CA 96049

Scope of Work: Construction & Development of a 5", gravel pack, 500' Test Well

Project Name: City of Cottonwood-Rio Alto Water District-Construction of Municipal Water Well No. 5

Project #: #7224

Location: 22131 Lake California Drive, Cottonwood, CA 96022

Contact Person/Phone #: Roger Shergill-(530) 347-3835

Start Date:

End Date: May 2002

Engineer: Ray Rolls of Rolls, Anderson & Rolls

Phone #: (530) 895-1422

Address: 115 Yellow Stone Drive, Chico, CA 95973

Scope of Work: Construction & Development of a 16", gravel pack, 650' Municipal Well

Project Cost:

Project Name: Linda County Water District-Edgewater Ranch Development, Water Test Hole Drilling, Testing & Abandonment

Project #: #022522.00

Location: 1280 Scales Rd., Linda, CA 95901

Contact Person/Phone #: Doug Lofton-(530) 743-2043

Start Date:

End Date: October 2002

Engineer: Keith Durkin & Mike Godinho-Kennedy @ Jenks Construction

Phone #: (916) 362-3251

Address: 3336 Bradshaw Road, Suite 140, Sacramento, CA 95827

Scope of Work: Construction & Development of a 20", gravel pack, 650' Municipal Well

Project Name: Plumas Lake-Construction of New Wells

Project #: Plumas Lake-New Wells

Location: 735 Sunrise Ave., Suite 155, Roseville, CA 95661-4568

Contact Person/Phone #: Ken McDermott-(916) 772-3680

Start Date:

End Date: December 2002

Engineer: Ken Worster @ Brown & Caldwell

Phone #: (530) 747-0650 x114

Address: 202 Cousteau Place, Suite 170, Davis, CA 95616

Scope of Work: Construction & Development of (2) 16", gravel pack, 600' Municipal Wells

Project Name: Sacramento Regional County Sanitation District-Natomas Pumping Station

Project #: #3687

Location: Public Works Agency-827 7th Street, Room 304, Sacramento, CA 95814

Contact Person/Phone #: Allen Brenenstall-(916) 874-7959

Start Date:

End Date: November 2002

Engineer: Elizabeth Velasco

Phone #: (916) 875-2700

Address: 3030 Explorer Drive, Suite 5, Sacramento, CA 95827

Scope of Work: Construction & Development of a 16", gravel pack, 600' Municipal Well

Project Name: City of Sacramento-Haggin Oaks Drainage/Irrigation Project-Well 48 Replacement

Project #: #OB56

Location: 1391 35th Ave., Sacramento, CA 95822

Contact Person/Phone #: Dan Arnold-(916) 804-2758

Start Date:

End Date: March 2000

Engineer: Alex Peterson @ Kennedy/ Jenks Consultants

Phone #: (916) 362-3251

Address: 3336 Bradshaw Rd., Suite 140, Sacramento, CA 95827

Scope of Work: Construction & Development of a 16", gravel pack, 400' Municipal Well

Project Name: Sacramento County Sewer Plant-Water System Improvement, Phase I

Project #: #FCC1 03-02

Location: 639 E. Lockford St., Lodi, CA 95240-2406

Contact Person/Phone #: Nick Jones @ Ford Construction-(209) 333-1116

Start Date:

End Date: March 2002

Engineer: Kennedy/Jenks Consultants

Phone #: (916) 362-3251

Address: 5190 Neal Road, Suite 210, Reno, NV 89502

Scope of Work: Construction & Development of a 16", gravel pack, 400' Municipal Well

Project Name: Oakland Metropolitan Golf Course

Project #:

Location: 9 Stone Tree Lane, Suite A, Novato, CA 94945

Contact Person/Phone #: Kristine Freitas-(415) 209-1173

Start Date:

End Date: June 2002

Engineer: Jim Ulrick @ Ulrick & Associates

Phone #: (510) 848-3721

Address: 1400 Grand View Drive, Berkley, CA 94705

Scope of Work: Construction & Development of a 12", gravel pack, 640' Municipal Well and Installation of Pump System

Project Name: City of Petaluma

Project #: #9795

Location: 202 N. McDowell Blvd., Petaluma, CA 94954

Contact Person/Phone #: T.J. Wood (707) 778-4392

Start Date:

End Date: March 2002

Engineer: N/A

Phone #: N/A

Address: N/A

Scope of Work: Construction & Development of (3) approximate 500' Municipal Wells & Destruction

Project Name: Stinson Beach-Construction of Replacement Well

Project #:

Location: 3785 Shoreline Hwy, Stinson Beach, CA 94970

Contact Person/Phone #:

Start Date:

End Date: March 2003

Engineer: David Abbott @ Todd Engineers

Phone #: (510) 595-2120 x106

Address: 2200 Powell Street, Suite 225, Emeryville, CA 94608-1809

Scope of Work: Construction & Development of a 12", 67' (Special Type) Well

Project Cost:

Project Name: City of Porterville

Project #: #97/98-1306

Location: 555 North Prospect, Porterville, CA 93257

Contact Person/Phone #: Richard Bartlett

Start Date:

End Date: May 2002

Engineer: Richard Bartlett

Phone #: (559) 782-7520

Address: 555 North Prospect, Porterville, CA 93257

Scope of Work: Construction & Development

Project Cost:

Project Name: Franklin High School/Toby Middle School

Project #: 31-00-101

Location: Lathrop/Roebbelen

6400 Poppy ridge Road, Elk Grove, CA 95758

Contact Person/Phone #: Robert McClean-(916) 691-9014

Start Date:

End Date: January 2002

Engineer: Pat Dunn @ Jacobson Helgoth Consultants

Phone #: (916) 985-3353

Address: 718 Sutter Street, Suite 208, Folsom, CA 95630

Scope of Work: Construction & Development of a 16", gravel, 400' Municipal Well

Project Cost:

Project Name: City of Redding-Construction of Well #'s 12 & 13

Project #: 2129

Location: 777 Cypress Avenue, Redding, CA 96001-2718

Contact Person/Phone #: Williams J. Goodwin-(530) 225-4170

Start Date:

End Date: June 2000

Engineer: Bonnie Lampley-Lawrence & Associates

Phone #: (530) 244-9703

Address: 2001 Market Street, Room 253, Redding, CA 96001-1927

Scope of Work: Construction & Development of (2) 16", gravel pack, 600' Municipal Wells

Project Cost:

Project Name: City of Anderson

Project #: #27.15

Location: 1887 Howard Street, Anderson, CA 96007

Contact Person/Phone #: Rich Barcus-(530) 378-6640

Start Date:

End Date: June 2002

Engineer: Bruce Crom-Pace Civil Engineers, Inc.

Phone #: (530) 244-0202

Address: 1730 South Street, Redding, CA 96001

Scope of Work: Construction & Development of a 14", gravel pack, 400' Municipal Well

Project Cost:

Project Name: City of Red Bluff-Municipal Well No. 6
Project #: City Account # 50-50-531-551-(559)
Location: 555 Washington Street, Red Bluff, CA 96080
Contact Person/Phone #: Tim Wood-(530) 527-2605
Start Date:
End Date: May 1998
Engineer: Public Works
Phone #: (530) 527-2605
Address: 555 Washington Street, Red Bluff, CA 96080
Scope of Work: Construction & Development of a 12", gravel pack, 400' Municipal Well and Pump System
Project Cost:

Project Name: City of Gerber-Gerber Water Project-Phase I
Project #: #575.32A
Location: 327 San Benito Ave., Gerber, CA 96035
Contact Person/Phone #:
Start Date:
End Date: February 1999
Engineer: Sam Smith
Phone #: (530) 244-0202
Address: 1730 South Street, Redding, CA 96001
Scope of Work: Construction & Development of a 12", gravel pack, 400' Municipal Well & Pump System
Project Cost:

Project Name: Chico Unified School District-Well Modification at Chico High School, Well No. 45
Project #: Bid# 104-98-99
Location: 2455 Carmichael Drive, Chico, CA 95928
Contact Person/Phone #: Kip Hansen-(530) 891-3095
Start Date:
End Date: 03/05/1999
Engineer: Bill Bergmann-Kleinfelder
Phone #: (530) 224-7203
Address: 1522 Charles Drive, Redding, CA 96003
Scope of Work: Repair Existing Well
Project Cost:

Project Name: City of Stockton-Construction, Development & Testing of Water Well SSS#8, Project Mud 99-06
Project #: #SSS#8 Project Mud 99-06
Location: Dept. of Municipal Utilities, 2500 N

SIGNATURE(S) OF BIDDER

Accompanying this proposal is bidders bond

(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.

Nar Heer - President, Treasurer

Harkrishan Heer - Secretary, Vice President

Licensed in accordance with an act providing for the registration of Contractors:

License No. 908591, License Expiration Date 1/31/2016

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: 1325 Barry Road

Yuba City, CA 95993

Place of residence: 1325 Barry Road

Yuba City, CA 95993

Dated: 12/8/2015

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Nor-Cal Pump & Well Drilling, Inc.

_____, as PRINCIPAL and

Developers Surety and Indemnity Company

_____, 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 \$10% of Bid.

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 December 9, 2015 for INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9.

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 2nd day of December, A.D. 2015.

Nor-Cal Pump & Well Drilling, Inc. (Seal)

[Signature] (Seal)

Hankrishan H. R. (Seal)

Principal

Developers Surety and Indemnity Company (Seal)

[Signature] (Seal)

Kathy Rangel, Attorney-in-Fact (Seal)

Surety

Address: P. O. Box 19725
Irvine, CA 92623-9725

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

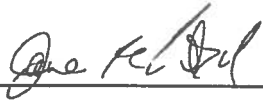
State of California
County of Placer)

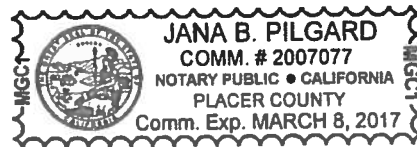
On December 2, 2015 before me, Jana B. Pilgard, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint

Dona Lisa Buschmann, Robert D. Laux, J. Buschmann, Jana B. Pilgard, Kathy Rangel, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, _____
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

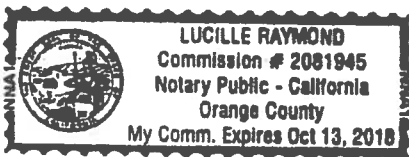
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 2nd day of December, 2015

By: Cassie J. Barrisford
Cassie J. Barrisford, Assistant Secretary



**INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9
SPEC. NO. 14-05**

**Addendum No. 3
December 1, 2015**

The following is Addendum No. 3 to SPEC. NO. 14-05 – INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR BID, OR YOUR BID MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding answers:

Q1: In regards to the disposal of soil, it came up in the pre-bid meeting that we would be able to take receipt at our Corporation Yard.

A1: The City will provide a location for disposal. The address will be 3495 Taylor Drive, Ukiah. Contractor will be required to make initial arrangements with the City for access.

Q2: Construction Water Meter ... in order for the contractor to use water out of the hydrant, will they be required to get a water meter permit? If so, what are the associated fees?

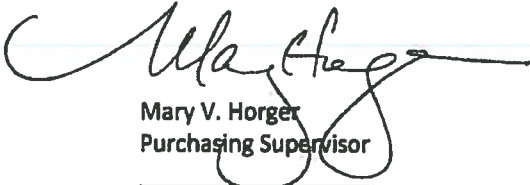
A2: Technical Specification, Section 12 states that it is the Contractor's responsibility to arrange for utility services (12-12), and that the Contractor must pay a fee to the City for a hydrant meter (12-15). See also:

- Section 01 40 00, paragraph 2.1- The Contractor shall coordinate with the City for the use of potable water. The City will provide potable water to the site with a minimum one (1) inch service line. The contractor shall dispose of any water which is not needed for construction by the means of:
 - o Well 9 water disposal will be to ground using BMPs
 - o Replacement Well 4 water disposal will be to the ditch using BMPsA Sanitary Sewer connection will not be available at the Well Sites.
- Section 01 50 00, paragraph 3.1.D- 1) The City will provide potable water to the site with a minimum one (1) inch service line. The contractor will be responsible for connection to the service line. The City will meter the water but the contractor will

not be required to pay for either the meter, or the potable water used during the project.

- Section 02 01 10, paragraph 1.4.F- Water Service Coordination, City of Ukiah- Call: (707) 463-6755

All other terms and conditions remain in full force and effect.



Mary V. Horgert
Purchasing Supervisor

ACKNOWLEDGMENT

I hereby acknowledge that I have received this Addendum No. 3 and have reviewed and considered it before submitting my bid.

Signed: 

Date: 12-7-15

Company Name: World Pump & Well Drill



**INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9
SPEC. NO. 14-05**

**Addendum No. 2
November 24, 2015**

The following is Addendum No. 2 to SPEC. NO. 14-05 – INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR BID, OR YOUR BID MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

1. Revisions to Plans:

a. REVISE Drawing No. C-142 as follows:

Keynote 2: If encountered, remove all light oil off of water table within well. Abandon (E) Well 4 in accordance with California Well Standards.

Keynote 3: City has demolished existing buildings and equipment. Contractor shall demolish existing concrete slab foundations. Backfill with Class 2 aggregate base.

2. Revisions to Technical Specifications:

a. ADD the following to Specification Section 01 50 00 "Construction Facilities and Temporary Controls", Paragraph 3.1.D:

4. Construction water at the Well #4 site is available from a fire hydrant located outside of the well site access gate.

5. Construction water at the Well #9 site is available from a fire hydrant located at the intersection of North Orchard Avenue and Ford Street and at the intersection of Brush Street and Orr Street.

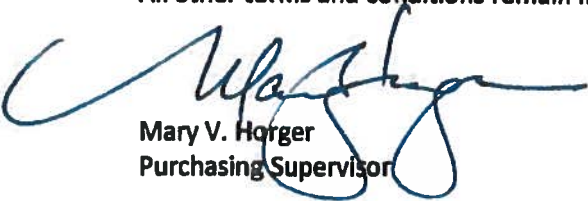
b. ADD the following to Specification Section 31 25 00 "Erosion Controls", Paragraph 1.3.A.1:

- d. A stabilized vehicular entrance/exit at the Well #9 site shall be provided in accordance with Detail TC-1 of the Caltrans Construction Site Best Management Practices Manual. Detail TC-1 is attached to this addendum for reference.

3. Clarifications:

- a. Erosion and sediment control measures, including silt fences, fiber rolls and other acceptable measures shall be used to control and contain sediment laden water within water disposal areas designated on the Drawings. Contractor shall maintain all BMP's for the duration of the contract. Water containing sediment above acceptable levels identified in the NDPES permit shall not be allowed to enter Orr Creek or other sensitive water courses.
- b. All cleared and grubbed materials shall be removed from the project sites and disposed of by the Contractor. Refer to Specification Section 02 41 10 "Demolition, Salvage and Abandonment" for additional details and requirements.

All other terms and conditions remain in full force and effect.


Mary V. Horger
Purchasing Supervisor

ACKNOWLEDGMENT

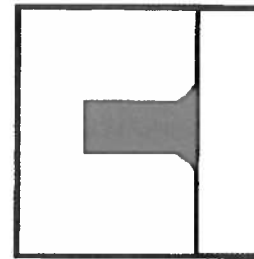
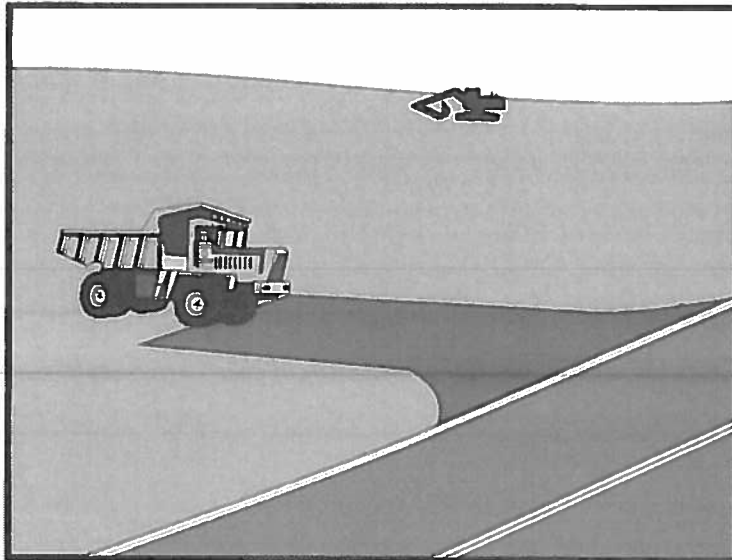
I hereby acknowledge that I have received this Addendum No. 2 and have reviewed and considered it before submitting my bid.

Signed: 

Date: 12-7-15

Company Name: Norcel Pump & Well Drilling

Stabilized Construction Entrance/Exit

TC-1

Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose A stabilized construction access is defined by a point of entrance/exit to a construction site that is stabilized to reduce the tracking of mud and dirt onto public roads by construction vehicles.

Appropriate Applications

- Use at construction sites:
 - Where dirt or mud can be tracked onto public roads.
 - Adjacent to water bodies.
 - Where poor soils are encountered.
 - Where dust is a problem during dry weather conditions.
- This BMP may be implemented on a project-by-project basis in addition to other BMPs when determined necessary and feasible by the Resident Engineer (RE).

Limitations

- Site conditions will dictate design and need.

Standards and Specifications

- Limit the points of entrance/exit to the construction site.
- Limit speed of vehicles to control dust.
- Properly grade each construction entrance/exit to prevent runoff from leaving the construction site.
- Route runoff from stabilized entrances/exits through a sediment-trapping device before discharge.
- Design stabilized entrance/exit to support the heaviest vehicles and equipment that will use it.



Stabilized Construction Entrance/Exit

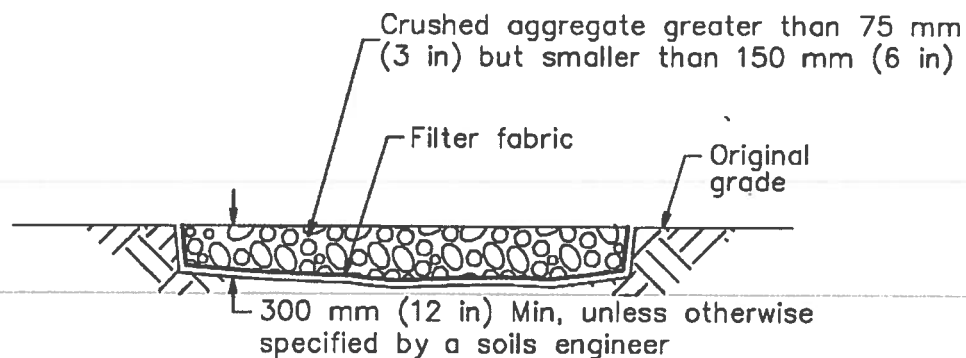
TC-1

- Select construction access stabilization (aggregate, asphaltic concrete, concrete) based on longevity, required performance, and site conditions. The use of asphalt concrete (AC) grindings for stabilized construction access/roadway is not allowed.
 - Use of constructed/manufactured steel plates with ribs for entrance/exit access is allowed with written approval from the RE.
 - If aggregate is selected, place crushed aggregate over geotextile fabric to at least 300 mm (12 in) depth, or place aggregate to a depth recommended by the RE. Crushed aggregate greater than 75 mm (3 inches) and smaller than 150 mm (6 inches) shall be used.
 - Designate combination or single purpose entrances and exits to the construction site.
 - Implement BMP SC-7, "Street Sweeping and Vacuuming" as needed and as required.
 - Require all employees, subcontractors, and suppliers to utilize the stabilized construction access.
 - All exit locations intended to be used continuously and for a period of time shall have stabilized construction entrance/exit BMPs (TC-1 "Stabilized Construction Entrance/Exit" or TC-3 "Entrance/Outlet Tire Wash").
- Maintenance and Inspection
- Inspect routinely for damage and assess effectiveness of the BMP. Remove aggregate, separate and dispose of sediment if construction entrance/exit is clogged with sediment or as directed by the RE.
 - Keep all temporary roadway ditches clear.
 - Inspect for damage and repair as needed.

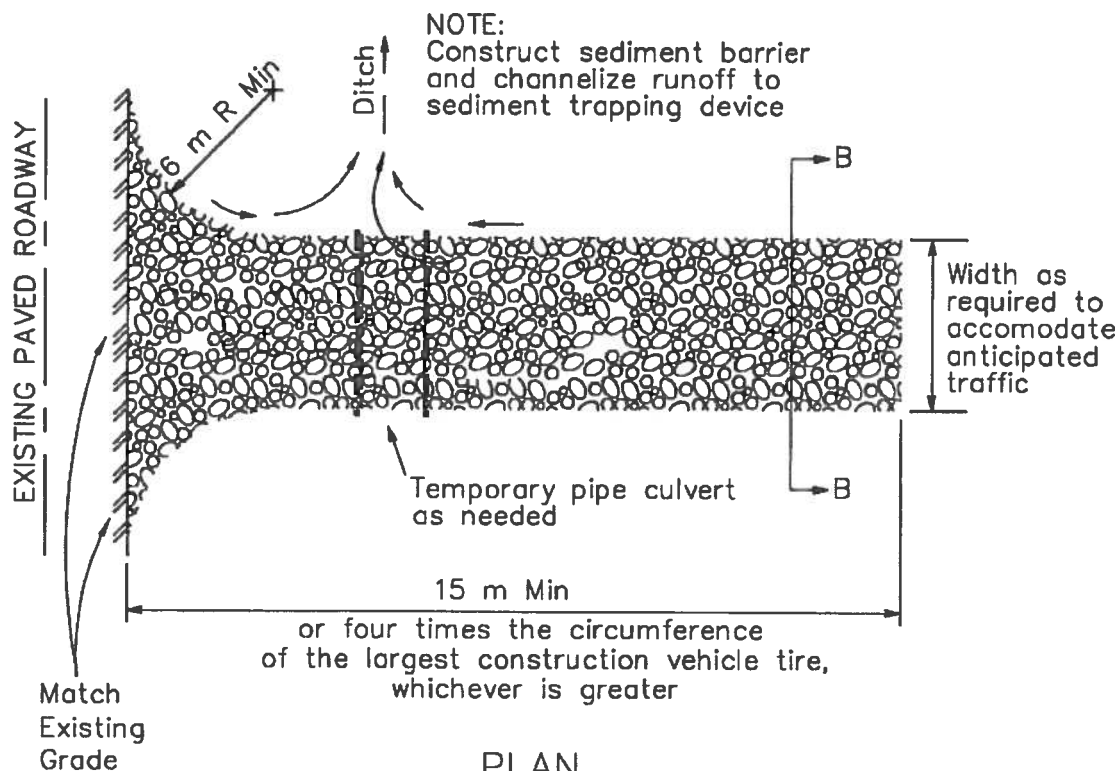


Stabilized Construction Entrance/Exit

TC-1



SECTION B-B
NTS



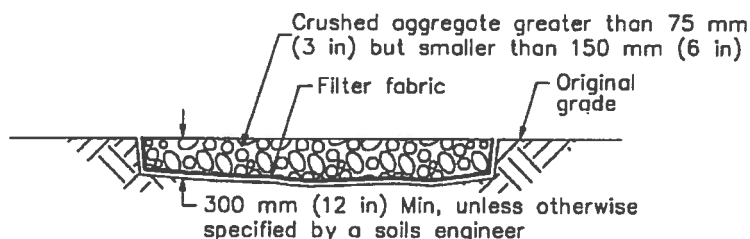
PLAN
NTS

Stabilized Construction Entrance/Exit (Type 1)

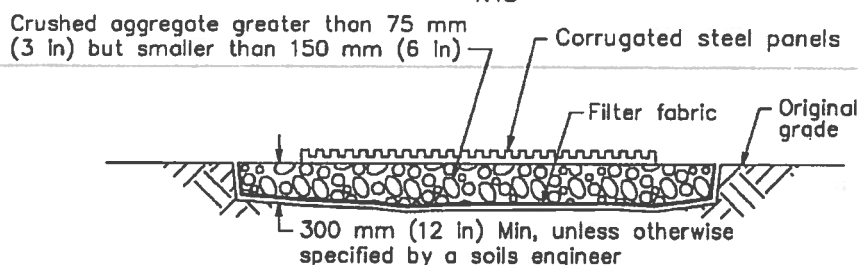


Stabilized Construction Entrance/Exit

TC-1

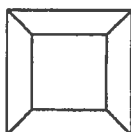


SECTION B-B
NTS

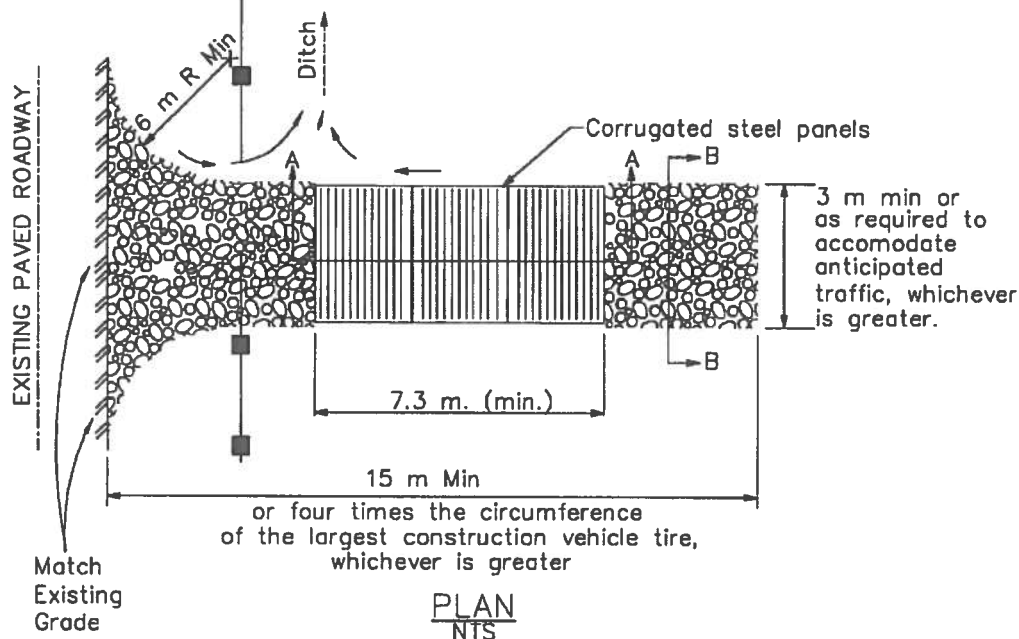


SECTION A-A
NOT TO SCALE

NOTE:
Construct sediment barrier and channelize runoff to sediment trapping device



Sediment trapping device



Stabilized Construction Entrance/Exit (Type 2)





INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9
SPEC. NO. 14-05

Addendum No. 1
November 10, 2015

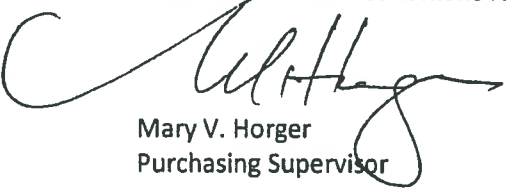
The following is Addendum No. 1 to SPEC. NO. 14-05 – INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR BID, OR YOUR BID MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

1. Bid Notice Advertisement Dates have been revised as follows: November 10, 2015 and November 17, 2015. Revised Notice is attached.
2. Plan Sheets – Replace Plan Sheets with revised sheets titled: "Final Plans – Well Construction – Add 1", attached. Difference: original plan sheets distributed electronically had only the first sheet stamped. The revised sheets have all plan sheets stamped.

All other terms and conditions remain in full force and effect.


Mary V. Horgers
Purchasing Supervisor

ACKNOWLEDGMENT

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

Signed: 

Date: 12-7-15

Company Name: Norcal Pump & Well Drilling

**CITY OF UKIAH, MENDOCINO COUNTY,
CALIFORNIA
NOTICE TO BIDDERS FOR INSTALLATION OF REPLACEMENT WELL 4 AND NEW
WELL 9
SPECIFICATION NO. 14-05**

NOTICE IS HEREBY GIVEN that sealed standard proposals for INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9 will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on December 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 "INSTALLATION OF REPLACEMENT WELL 4 AND NEW WELL 9." Bids are required for the entire work described herein. No fax bids will be accepted. **A mandatory pre-bid meeting** will be held on Thursday, November 19, 2015 at 1:00 PM at the Well 4 site, 56 Lorraine Street, Ukiah, CA 95482.

ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1	Mobilization/Demobilization Monitoring Well MW 4A	1	LS
2	General NPDES Permit Well 4 Site	1	LS
3	Drill Monitoring Well Boring MW 4A	225	LF
4	Monitoring Well Construction MW 4A	210	LF
5	Monitoring Well Development MW 4A	1	LS
6	Monitoring Well Zone Testing MW 4A	1	LS
7	Mobilization/Demobilization Replacement Well 4	1	LS
8	Drill Replacement Well 4 Boring	220	LF
9	26-inch Conductor Casing Replacement Well 4	51	LF
10	Replacement Well 4 Well Construction	223	LF
11	Replacement Well 4 Development	1	LS
12	Aquifer Pump Testing Replacement Well 4	1	LS
13	Abandonment of Existing Well 4 and Demolition	1	LS
14	Mobilization/Demobilization Monitoring Well MW 9A	1	LS
15	General NPDES Permit Well 9 Site	1	LS
16	Drill Monitoring Well MW 9A Boring	260	LF
17	Monitoring Well 9A Construction	260	LF
18	Monitoring Well 9A Development	1	LS
19	Monitoring Well 9A Zone Testing	1	LS
20*	Mobilization/Demobilization New Well 9	1	LS
21*	Drill New Well 9 Boring	260	LF
22*	26-inch Conductor Casing New Well 9	51	LF
23*	New Well 9 Construction	260	LF
24*	New Well 9 Development	1	LS
25*	Aquifer Pump Testing New Well 9	1	LS

*Note: Production Well 9 may not be installed if the City, in the exercise of its discretion, determines that the test results from Monitor Well MW 9A do not support the construction of the production Well 9. In addition, there may be a multi-week delay between the zone testing of Monitor Well MW 9A and the final decision to proceed with construction of new Well 9. During this delay period the Contractor may be directed to mobilize to and proceed with the contract work at the Well 4 site. The compensation for the bid items marked by an asterisk will not be increased due to any such delay and will not be paid, if

the City decides not to proceed with new Well 9 and the bid amounts associated with Well 9 will not be part of the Contract (Per Specification Section 01 20 00 – Price and Payment Procedures).

Plans and Special Provisions may be inspected and/or copies obtained for a non-refundable fee of \$60 at the receptionist's station, Ukiah City Hall Annex, City of Ukiah, 411 West Clay Street, Ukiah, California 95482-5400. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

The prime contractor for the work herein shall possess a current, valid State of California, Class C57 (Well Drilling) Contractor's License. Pursuant to Section 4590 of the California Government Code, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: November 10, 2015 and November 17, 2015

5. Well Screen appropriate for filter pack.
 6. Blank Well Casing.
 7. Clay seals between screen sections as shown in drawing.
 8. Stainless steel centralizers as specified.
 9. Grout seal (inclusive of 5-foot thick hydrated bentonite).
 10. Stove pipe well head enclosure, 3 feet above grade.
 11. Total well depth: 260 feet deep.
- E. Production well as shown in drawings at Well 9 site:
1. Drill Hole for conductor casing.
 2. Install conductor casing.
 3. Drill Hole to 260 feet bgs max.
 4. Filter pack appropriate for aquifer formation.
 5. Well Screen with slot size appropriate for filter pack.
 6. Blank Well Casing.
 7. Grout Seal (inclusive of 5-foot thick hydrated bentonite).
 8. Total Well Depth: 260 feet deep.
 9. Develop well as specified.
 10. Perform dual-view CCTV video inspection of well.
 11. Perform pumping/aquifer test as specified

1.5 PERFORMANCE REQUIREMENTS

- A. Two water wells capable of producing design flow rate of a minimum of 800 gallons of water per minute (each) with a specific capacity of no less than 25 gpm/ft after 8 hours of continuous pumping (measured during Constant Rate Test).
- B. Minimum hydraulic well efficiency of 75 percent measured at the end of the well development.
- C. Clear water which is visually free of turbidity: Turbidity is to be measured at the target design capacity of the well or as agreed to by Engineer. Turbidity is to be measured at the end of well development, 5 minutes after start of well pumping, and is not to exceed five (5) NTU.
- D. Sand production less than 5 ppm average of three measurements measured at the end of development at the design flow rate during a 10 minute period using a "Rossum" sand sampler

1.6 SUBMITTALS

- A. Section Submittal Procedures:
 1. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, appropriate to submittal.
 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
 3. Schedule submittals to expedite Project, and deliver to Engineer at GHD Inc., 2235 Mercury Way, Suite 150, Santa Rosa, California, 95407. Coordinate submission of related items.
 4. CCTV Video Inspection of Well:
 - a. The purpose of the CCTV video inspection is to confirm successful well development and verify that screened sections are free of bentonite,



ITEM NO.: 13a

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: APPOINTMENTS AND DISCUSSION REGARDING 2016 COUNCIL ASSIGNMENTS; AND CONSIDERATION OF DISBANDMENTS AND MODIFICATIONS TO CITY COUNCIL COMMITTEES AND AD HOCs.

Summary: The new mayor will make his recommendations for the 2016 Council special assignments to Boards, Commissions, and Committees. Additionally, Council will consider disbandment of the City Council Courthouse Public Advisory Committee, Exploration with City Hauler of Solid Waste Disposal Alternatives Ad Hoc, and Capital Budget 2015/16 Ad Hoc; and renaming of the *Mendocino County Health & Human Advisory Board* to *Health & Human Services Liaisons*.

Background and Discussion: City of Ukiah Councilmembers take an active role in various commissions and committees that are part of city, county, regional, and state wide governance and interests.

Each year, the Mayor leads a discussion and makes annual appointments for members assigned to the various groups. The assignments are broken out into 4 categories as follows:

County/Regional Ongoing:

The City takes part in decision making by these groups and is represented by an appointed member, who has a designated alternate. These assignments require attendance at a monthly meeting.

County/Regional Ongoing:
with Staff Alternate:

The City takes part in discussions, may be a member of the Board, or have ex officio status (observer). City staff is active with these groups and serves as an alternate or single representative for the City. These groups have monthly meetings.

Local/County/Regional Liaisons
Ongoing One or Two Council
and/or Staff:

This group varies, some meetings are regularly scheduled and others are arranged occasionally as needed. This group includes appointments that may from time to time include a Board seat for a City Council member.

RECOMMENDED ACTION(S): Discuss Mayor's recommended assignments and Staff's recommendations, and finalize the 2016 Council Special Assignments List.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Annual Procedures
Prepared by: Kristine Lawler, City Clerk
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Mayor Scalmanini
Attachment: 1. 2015 Special Assignment List

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

Current Ad Hoc Committees:

The City Council may establish and appoint Ad Hoc members at any time throughout the year. Ad Hoc committees are for specific issues, and do not carry over year to year unless that specific issue remains under discussion.

Note: Although the Council Ad Hoc Committees are a part of the Council Special Assignment List, they are officially appointed by the Council at various meetings, and are subject to Council approval for any changes.

Staff Recommendations: In addition to the Mayor and Council discussion regarding Council assignments, Staff recommends the following changes be made to the Council Special Assignment List:

- Disband the Courthouse Public Advisory Committee, which was formulated to study possible locations for the new courthouse and is no longer active.
- Create a 'Depot Infrastructure Development' Committee to review and advise regarding public infrastructure improvements in and around the railroad depot property and area.
- Disband the Exploration with City Hauler of Solid Waste Disposal Alternatives Ad Hoc (Crane/Scalmanini), as a solution is being implemented.
- Disband the Capital Budget 2015/16 Ad Hoc (Crane/Doble), as this process is now complete for Fiscal Year 2015/16.
- Rename the Mendocino County Health & Human Advisory Board to Health & Human Services Liaisons, which better describes the function of the positions.
- Alter various staff assignments shown in strikethrough and blue on Attachment 1.

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

2015 COUNCIL ASSIGNMENTS

County/Regional OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Civic Center, 300 Seminary Ave., Ukiah Chambers	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide.	Scalmanini Brown - Alternate	Rick Seanor , Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission	2nd Thursday of month, 7:00 p.m.	Civic Center 300 Seminary Ave. Conf. Room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Doble Brown - Alternate	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Mgmt. Authority (MSWMA)	3rd Thur. of every other month (varies) 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Dr. Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Doble - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	2nd Thursday of month, 1:30 p.m.	Alternating locations - Ukiah Conf. Ctr. Or Ft. Bragg, or Pt. Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transpiration issues and funding	Doble Brown - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah CA 95482 463-3280	Provides a unified & revitalized rail infrastructure meeting the freight and passenger needs of the region	The City Selection Committee (composed of Mayors within the County) has filled the open seat with a Willits representative at this time.	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472	Consider issues related to Russian river - plans projects and funding requests	Doble Brown - Alternate	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com

County/Regional OnGoing One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Depot Infrastructure Development	TBD	TBD	300 Seminary Ave. Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	(no alternate necessary)	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Economic Development & Financing Corp. (EDFC)	2nd Thursday of month. 2:00-4:30 p.m.	Primarily 631 S. Orchard St., but location varies	Executive Director 631 South Orchard Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Mulheren Riley - Alternate	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street, Ukiah	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses.	Doble Sangiacomo - Alternate Riley	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com ; Kerry Randall , Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 S. School Street, Ukiah	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Mulheren Sangiacomo - Alternate Riley	Sage Sangiacomo, City Manager; 463-6221- ssangiacomo@cityofukiah.com; Shannon Riley , Sr. Mgmt. Analyst; 467-5793 Kerry Randall , Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 - 6:30 p.m.	Sun House, 431 S. Main St. Ukiah	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Doble Sangiacomo - Alternate	Maya Simerson , Community Services Supervisor; 367-0699 msimerson@cityofukiah.com ; Sherrie Smith-Ferri , Museum Director/Cultural Arts; 467-2836 sherrie@gracehudsonmuseum.org
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of the month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices.	Brown Chief Dewey - Alternate	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (See calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grande - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2015 COUNCIL ASSIGNMENTS

Local/County/Regional Liasons OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	Principal Staff Support
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call.	Various locations that are announced.	Redwood Empire League President; Public Affairs Program Mgr. (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	C/O: BOS 501 Low Gap, Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center Seminary Ave. 300 Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter, Treasurer	Karen Scalabrini , Director of Finance; 463-6220 kscalabrini@cityofukiah.com
Library Advisory Board	3rd Thursday of month, 1:00 p.m.	Various Mendo County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Thomas	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater.	Sangiacomo Greg Owen, Airport Mgr.	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent and City Manager	Mayor	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	2nd Monday of the month, 5:00 p.m.	151 Laws Ave., Suite D	151 Laws Ave. Ukiah, CA 95482	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County.	Doble	Sean White , Water/Sewer Director; 463-5712 swwhite@cityofukiah.com
Mendocino County Health & Human Advisory Board Services Liaisons	2nd Wednesday; 9:00 - 11:00 p.m.	Big Sur Room in Co. Dept. of Social Svcs.	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St., Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison Mulheren - Liaison	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 10:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Doble	Charley Stump , Director of Planning; 463-6219 cstump@cityofukiah.com
DISBAND Public Advisory (Courthouse)	As-needed	Ukiah - Location is announced	City Manager's Office 300 Seminary Ave. Ukiah, CA 95482 463-6213	To study possible locations for the court-house	Brown Mulheren - Alternate	Guy Mills, Project & Grant Admin; 467-5719 gmails@cityofukiah.com; Shannon Riley, Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com; Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Mendocino County Airport Land Use Commission	as needed	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity.	None from Ukiah Council currently	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com

2015 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
DISBAND Exploration w/City Hauler of Solid-Waste Disposal Alternatives	Crane / Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Electric Grid Operational Improvements	Crane / Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Oversight Review of Public Works Work and Process in relation to Calvert and Willow Project (Spec. 13-02)	Crane / Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane / Doble	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com; Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com; Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com; Karen Scalabrini , Director of Finance 463-6220 kscalabrini@cityofukiah.com
Sales Tax Sharing	Crane / Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com; Guy Mills , Project & Grant Admin; 467-5719 gmills@cityofukiah.com; David Rapport , City Attorney; 467-2800 drapport@cityofukiah.com
DISBAND Capital Budget 2015/16	Crane / Doble	Karen Scalabrini , Director of Finance; 463-6220- kscalabrini@cityofukiah.com
Ukiah Valley Sanitation District Mediation	Crane / Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Fire District Merger Discussion	Doble/Brown	John Bartlett , Fire Chief; 462-7921 x400 jbartlett@cityofukiah.com; Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Sales Tax Measure for Street Improvements	Scalmanini/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Groundwater Sustainability	Crane/Doble	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Development Impact Fee Deferral Program	Mulheren/Doble	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Marijuana Legislation and Policy	Mulheren/Brown	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com
Strategic Planning	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	Crane/Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Five Year Rate Review Process	Brown/Mulheren	Karen Scalabrini , Director of Finance 463-6220 kscalabrini@cityofukiah.com



ITEM NO.: 13b

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: FACILITY SECURITY AND ACCESS (CARDLOCK) CONTROL SYSTEM PHASE I CAPITAL PROJECT AUTHORIZATION TO PURCHASE SYSTEM AND INSTALLATION FROM GAYNOR TELESYSTEMS, INC. IN THE AMOUNT OF \$33,453 AND APPROVE CORRESPONDING BUDGET AMENDMENT.

Summary: Council will consider the purchase of a facility security and access system for the Civic Center and Annex to ensure a safer and more efficient work environment for our employees and the public as per the approved capital projects budget for FY15/16.

Background: The implementation of a facility security and access system has been a goal for the Civic Center for a number of years. This item was adopted as a capital project in the FY15/16 budget. The Civic Center facility has been using a standard key system since its establishment. While the traditional key method provides for a secure facility when the building is locked, retrieving keys from past employees and renters is not always accomplished, and leaves the building exposed to unauthorized access. During team meetings it was decided that Phase I would convert the administration side of the Civic Center and the Civic Center Annex (Attachment 1). Phase II would address the Ukiah Police Department and Phase III would encompass the Fire Department. These final two phases will be proposed for the next fiscal year. Note: The Police and Fire areas are currently secured with older keyless hardware.

Discussion: The justification for installing card readers is that we can take advantage of increased security for our employees, and add efficiency to our facility key system. The advantages of electronic access control include:

- High levels of security by tracking and controlling who has access (and when).
- Provides a log of valid and attempted entries through controlled access doors.
- Mitigates the need for rekeying (a user's access privileges can simply be turned off).
- Saves the cost of rekeying doors and the inconvenience of distributing new keys.
- Allows buildings to be locked and unlocked on a timed program.
- Offers security or building automation alarm monitoring and automatic notification of events through e-mail and other tools.
- Allows temporary cards to be issued to facility renters.

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the purchase of Phase I Capital Project Facility Security and Access (Cardlock) Control System and installation from Gaynor Telesystems, Inc., in the amount of \$33,453 and approve corresponding budget amendment.

ALTERNATIVES: Do not authorize, and provide alternate direction to staff.

Citizens advised: N/A
Requested by: N/A
Prepared by: Scott Shaver, IT Coordinator and Maya Simerson, Community Services Supervisor.
Coordinated with: Sage Sangiacomo, City Manager.
Presenters: Scott Shaver, IT Coordinator and Maya Simerson, Community Services Supervisor.
Attachments: 1. Door locations
2. Quote

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

All of these advantages make a significant positive impact on the operation of our facility.

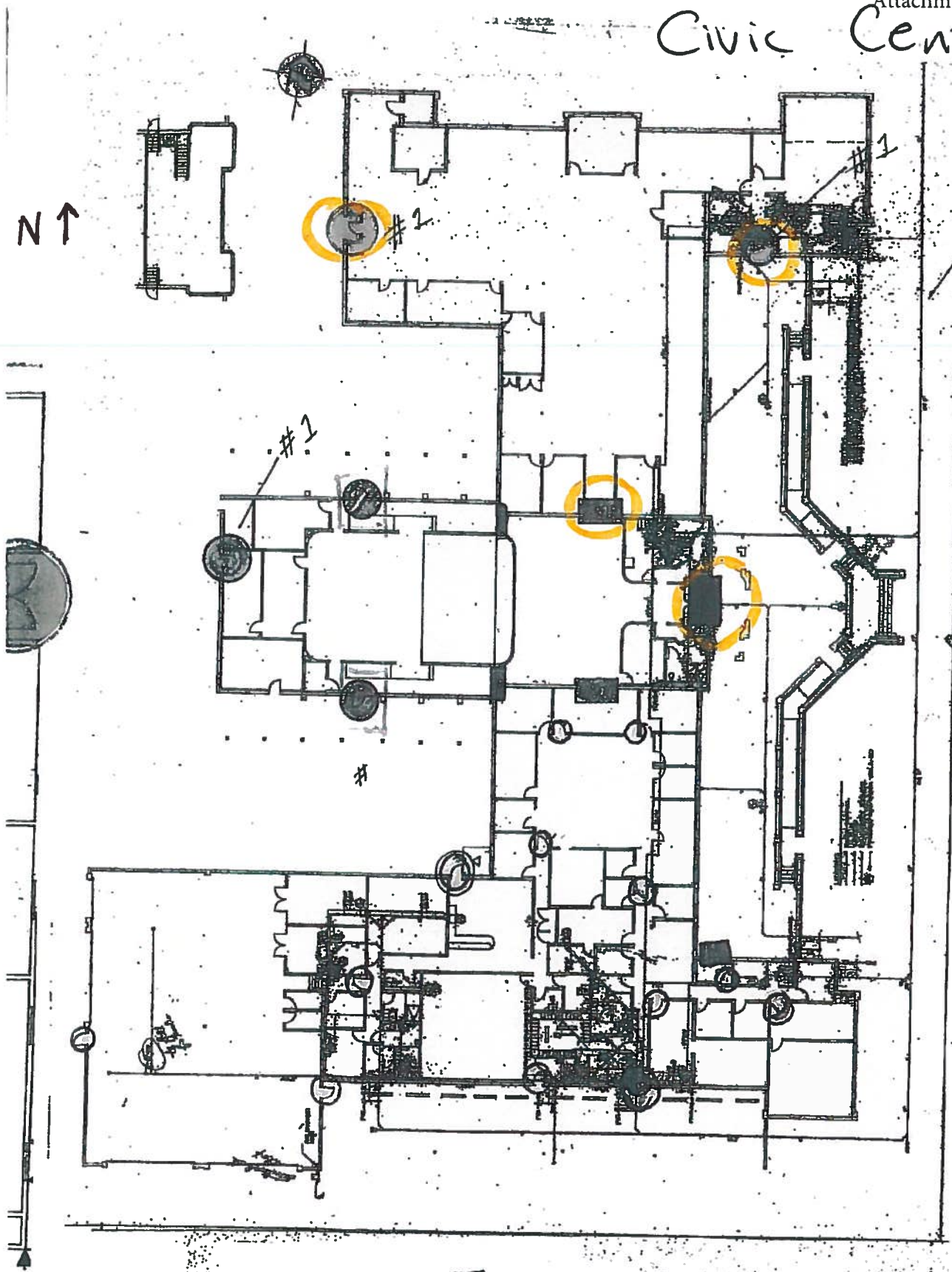
In 2010 security cameras were installed in some locations and over the last few years more have been added. At this point, there are active cameras at each of the main entrances to both the Civic Center and Annex. These cameras were placed with the intent to synchronize the video footage with time and date stamped data correlating to the card locked doors. The camera vendor provides a platform that links with the proposed security system. It is for this reason that the purchase is being requested as a sole-source requisition from the company that provides this compatibility. The detailed quotes for the project are attached for your review as Attachment 2.

The first phase of this project was budgeted in this fiscal year as a capital project for the IT Department in the amount of \$15,000. In order to maximize efficiencies and complete more of the project during the first phase the Building Reserve fund would need to contribute \$18,453 by a budget amendment.

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.
\$15,000	Equipment Reserve: computer support reserve	22022900.80100	Yes ☐ No ☒	N/A
\$18,453	Building Maintenance Reserve	22022500.80220	Yes ☒ No ☐	N/A

Civic Center

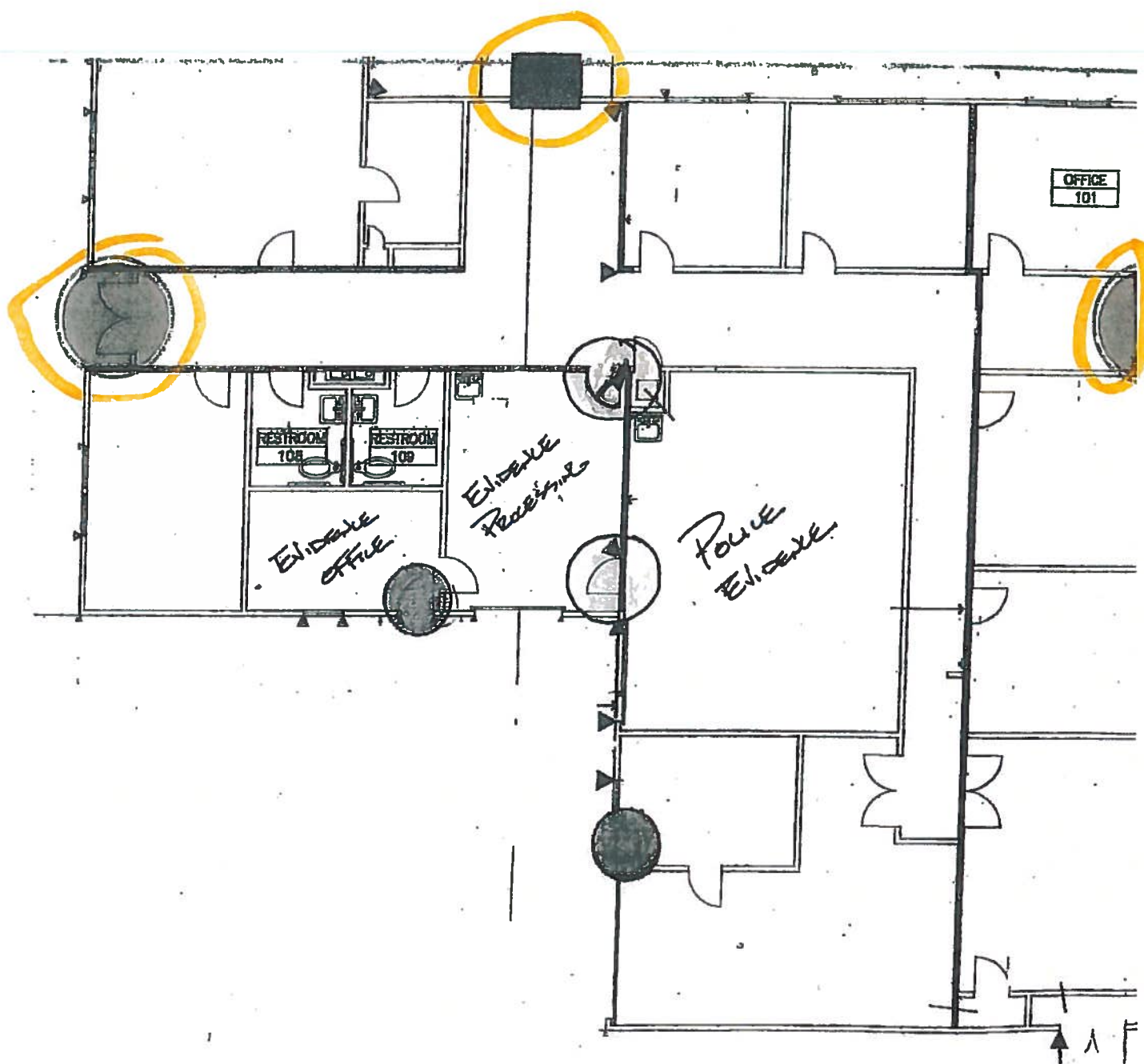
N ↑



BWE
VELLDIV

Civic Center Annex

N↑



CELEBRATING
41
YEARS!
1974 - 2015



CORPORATE HEADQUARTERS
9650 Tanqueray Court
Redding, CA 96003
PH: (530) 223-2979 ext. 135
FAX: (530) 224-9236
www.GaynorTelesys.com

Created By: Jack Stevenson

530-223-2979 ext. 135
Cell: 530-510-9751

City of Ukiah

12/3/15

Attn: Scott Shaver, Sage Sangiacomo, Chris Dewey, and Cody Jennings

SCHEDULE "A" – Civic Center

Access Control System:

1 each Net2 Software.

Net2 Software

Net2 software is designed to feel immediately familiar to any Windows user. It will organize and report on thousands of users and hundreds of doors. Net2 standard software contains all of the basic access control features to control access privileges and report on users. Other features include multiple workstations, time and attendance monitoring, video integration, site graphics and control of remote sites using TCP/IP or modems. Net2 professional software contains all of the features of Net2 standard but with the addition of fire alarm integration, roll call/muster reporting and anti-passback.

1 each Net2 desktop enrollment reader. USB UL approved.

4 each Net2 plus small ABS housing and Net2 plus controller.

Net2 is a PC based security system for controlling access through doors. Net2 allows users to be given access to particular areas at certain times. Because the system is networked, all administration can be done from a central point. Net2 plus is one of three control units for the Net2 system. It is the most advanced control unit, employing the latest technology and offering huge potential for future expansion. As security technology develops, Net2 plus can take full advantage. Using Net2 plus ensures that the investment in access control is safe no matter how the system requirements change. Net2 plus has on-board TCP/IP to allow direct connect on to a computer network. This can save me, money and result in a better, more resilient system. Net2 plus control units can also be connected together using a dedicated RS485 network. This reduces the number of TCP/IP network points required for larger systems. As with all Net2 control units, Net2 plus is designed to work seamlessly in the event of communications failure. It will continue to permit or deny access to users as appropriate. Once communications are re-established the activity is reported back to the PC.

SACRAMENTO
916-927-1500

YUBA CITY
530-741-2044

EUREKA
707-445-3204

CHICO
530-895-8442

REDDING
530-223-2979

Parts list included within this quote:

1	Pelco Power Supply 50va
	PAXTON Parts
1	2 Reader POE Starter Kit; Includes (2) Net2Plus, Enrollment Reader
	Net2 PLUS INTELLIGENT IP/485 DUAL TECHNOLOGY CONTROLLERS
4	Net2 Plus; POE input power supply, (2)12Vdc outputs, metal cabinet, UL approved
	PROXIMITY CARD READERS
4	PROXIMITY P75 Reader, UL approved
	KEYPAD READERS
4	75 series backbox adaptor kit
	CREDENTIALS / TOKENS
25	Net2 proximity keyfobs, box of 10
	MISCELLANEOUS ACCESSORIES
4	Request to exit PIR sensors

4 Readers



250 each keyfobs



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4 each request to exit PIR sensors.



Investment for installed access control Paxton parts: \$5,903

Cat 6 and electronic strike cabling for the doors:

400	CAT6 Bulk Cable - MIG+ (U/UTP) CMR, 23AWG
250	22/4 Security cable Shielded CMR
100	22/8 Security cable Shielded CMR
8	Keystone Jack - CAT6, MIG+, Data Grade
1	Patch Panel - CAT6, 24 Port 110-IDC, 19'(W)x1¼'(H)x1¼'(D), (UL)
4	Allen Tel 1 port faceplate
4	CAT6 Patch Cord - 1', Snagless, Mold-Injection, (UTP) - Blue
4	CAT6 Patch Cord - 3', Snagless, Mold-Injection, (UTP) - Blue

Investment for cabling and installation of cabling: \$500

Door Hardware:

12 Pair Glass Doors with Wide Styles
 No Mullion between pair
 Jackson Concealed Vertical Rod Exit
 Devices
 Auto Open Closer on active side
 Concealed Closer on inactive side

9,10 Pair Glass Doors with Wide Styles
 No Mullion between pair
 Jackson Concealed Vertical Rod Exit
 Devices
 Concealed Closers

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11 Pair Glass Doors with Wide Styles
 No Mullion between pair
 Concealed Closers

Investment for door hardware: \$4,300

Labor for project: \$5,965

Insurance and Subrogation \$1,600

Total investment for access control hardware, cabling, door hardware and installation:
Civic Center \$18,268 plus \$869.62 tax

Prices are good until 12/31/15.

If you have any questions, please contact Jack Stevenson 530-510-9751 .

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Cell: 530-510-9751

City of Ukiah

12/3/15

Attn: Scott Shaver, Sage Sangiacomo, Chris Dewey, and Cody Jennings

SCHEDULE "A" – Civic Annex

Access Control System:

1 each Net2 Software.

Net2 Software

Net2 software is designed to feel immediately familiar to any Windows user. It will organize and report on thousands of users and hundreds of doors. Net2 standard software contains all of the basic access control features to control access privileges and report on users. Other features include multiple workstations, time and attendance monitoring, video integration, site graphics and control of remote sites using TCP/IP or modems. Net2 professional software contains all of the features of Net2 standard but with the addition of fire alarm integration, roll call/muster reporting and anti-passback.

1 each Net2 desktop enrollment reader. USB UL approved.

3 each Net2 plus small ABS housing and Net2 plus controller.

Net2 is a PC based security system for controlling access through doors. Net2 allows users to be given access to particular areas at certain times. Because the system is networked, all administration can be done from a central point. Net2 plus is one of three control units for the Net2 system. It is the most advanced control unit, employing the latest technology and offering huge potential for future expansion. As security technology develops, Net2 plus can take full advantage. Using Net2 plus ensures that the investment in access control is safe no matter how the system requirements change. Net2 plus has on-board TCP/IP to allow direct connect on to a computer network. This can save me, money and result in a better, more resilient system. Net2 plus control units can also be connected together using a dedicated RS485 network. This reduces the number of TCP/IP network points required for larger systems. As with all Net2 control units, Net2 plus is designed to work seamlessly in the event of communications failure. It will continue to permit or deny access to users as appropriate. Once communications are re-established the activity is reported back to the PC.

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530-895-8442

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530-223-2979

Parts list included within this quote:

	Net2 PLUS INTELLIGENT IP/485 DUAL TECHNOLOGY CONTROLLERS
3	Net2 Plus; POE input power supply, (2)12Vdc outputs, metal cabinet, UL approved
	PROXIMITY CARD READERS
3	PROXIMITY P75 Reader, UL approved
	KEYPAD READERS
3	75 series backbox adaptor kit
	MISCELLANEOUS ACCESSORIES
3	Request to exit PIR sensors

3 Readers



3 each request to exit PIR sensors.



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707-445-3204

CHICO
530-895-8442

REDDING
530-223-2979

Investment for installed access control Paxton parts: \$2,746

Cat 6 and electronic strike cabling for the doors:

500	CAT6 Bulk Cable - MIG+ (U/UTP) CMR, 23AWG
250	22/4 Security cable Shielded CMR
100	22/8 Security cable Shielded CMR
6	Keystone Jack - CAT6, MIG+, Data Grade
1	Patch Panel - CAT6, 24 Port 110-IDC, 19'(W)x1¾'(H)x1¾'(D), (UL)
3	Allen Tel 1 port faceplate
3	CAT6 Patch Cord - 1', Snagless, Mold-Injection, (UTP) - Blue
3	CAT6 Patch Cord - 3', Snagless, Mold-Injection, (UTP) - Blue

Investment for cabling and installation of cabling: \$400

Door Hardware:

- 2 Pair Glass Doors with Wide Styles
 No Mullion between pair
 Jackson Concealed Vertical Rod Exit
 Devices
 Auto Open Closer on active side
 Concealed Closer on inactive side
- 1,8 Pair Glass Doors with Wide Styles
 No Mullion between pair
 Jackson Concealed Vertical Rod Exit
 Devices
 Concealed Closers

Investment for door hardware: \$4,200

Labor for project: \$5,122

Insurance and Subrogation \$1,250

Total investment for access control hardware, cabling, door hardware and installation:
Civic Annex \$13,718 plus \$596.86 tax

Prices are good until 12/31/15.

If you have any questions, please contact Jack Stevenson 530-510-9751 .

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916-927-1500

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530-741-2044

EUREKA
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CHICO
530-895-8442

REDDING
530-223-2979



ITEM NO.: 13c

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION OF PHASE TWO OF REORGANIZATION PLAN FOR THE CITY MANAGER TRANSITION AND APPROVAL OF THE CORRESPONDING BUDGET ADJUSTMENTS TO BE INCORPORATED INTO THE FISCAL YEAR 15/16 BUDGET AT MID-YEAR ALONG WITH AUTHORIZATION TO RECRUIT A COMMUNITY SERVICES ADMINISTRATOR.

Summary: Following the appointment of Sage Sangiacomo from Assistant City Manager to City Manager, a reorganization of positions was initiated to focus resources, adequately address workload, and achieve a higher level of efficiency. Staff will present Council with an item that continues that discussion.

Background: This past June, Sage Sangiacomo was promoted from Assistant City Manager to City Manager. The change in position and role necessitated an organizational review of functions to ensure ongoing coverage of tasks and responsibilities. At the July 1st Council meeting, the first phase of a reorganization plan was discussed and approved. The outcome was to add a part-time Community Services Supervisor, a Senior Management Analyst position to the City Manager's Office (eliminating the 32-hour Grant & Project Administrator), and a full-time Deputy City Clerk/Administrative Assistant position, along with the elimination of the Assistant City Manager position.

Discussion: Initially, Phase II of the transitional plan would include additional support to the Business, Economic, Grant and Housing Services Department. However, the Planning Department and the Senior Management Analyst, along with our partnerships with other agencies like the Community Development Commission, have been shouldering this responsibility successfully and effectively addressing the current workload. Furthermore, the existing budget includes a 20-hr Project Analyst position in Economic Development. The current part-time Community Services Supervisor Maya Simerson would assume that role. In doing so we increase efficiencies for Economic Development, and provide for continuity and support for Community Services during the transition.

No additional changes to the Community Services Department were initially recommended. However, this department includes a diverse operational group including: General Government Buildings, Parks,

Continued on Page 2

RECOMMENDED ACTION(S): Consideration of Phase II reorganization plan for the City Manager transition and approval of the corresponding budget adjustments to be incorporated into the Fiscal Year 15/16 Budget at midyear along with authorization to recruit a Community Services Administrator.

ALTERNATIVES: Provide additional direction to the City Manager regarding the requested reorganization.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by: Maya Simerson, Community Services Administrator.
Coordinated with: Sage Sangiacomo, City Manager; Melody Harris, Director of Human Resources; Sheri Mannion, Senior Management Analyst; and Shannon Riley, Senior Management Analyst.
Presenters: Maya Simerson, Community Services Analyst and Sage Sangiacomo, City Manager.
Attachment: 1. Draft Job Description for Community Services Administrator.

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

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

Approved: 
Sage Sangiacomo, City Manager

Recreation, Golf, Museum, Conference Center, Facilities, and Information Technology. After continued analysis during this transition period, Staff has determined that the workload, assets, and supervision requirements associated with managing the Community Services Department warrant a full-time leadership position. Previously, the Department was managed with the support of a full-time supervisor position under the direction of the Assistant City Manager. Neither of these positions currently exist.

Over the years, the City has made significant progress to empower departments with a greater level of management autonomy. The results include supervisors and team members taking a higher level of responsibility for the operations of their respective departments. However, the part-time Community Services Supervisor supports such a wide range of departments and projects that, despite the highly efficient work being done by the division supervisors and team members, the department is not operating at its most effective level. There remains the need for full-time department level supervision for personnel matters, asset and financial management, project needs and general oversight. Furthermore, this department relies heavily on grants to help keep the programs sustainable; having time dedicated to grant applications and implementation is a jeopardized necessity and should not be compromised.

While in most municipal operations the department would be under the management of a director level position, Ukiah's department has been successfully run by a Community Services Administrator. This position is specifically responsible for the planning, directing, supervising, and coordination of recreation activities, park and golf facilities, management of City facilities, and special events. Additionally, the position oversees the department budget and the staff, which varies seasonally from 32.6 FTE to 42.6 FTE. By reinstating this position to a Community Services Administrator, the high level of efficiency for the department will be restored.

The following matrix revisits the Phase I transitional plan approved by Council last July and incorporates in the Phase II proposal. As shown below the impact to the General Fund is still realizing an overall savings.

Staff recommends Council authorize the recruitment of a Community Services Administrator (Draft job description is Attachment 1) and approval of the corresponding budget amendment to be incorporated in the mid-year adjustments.

Final Fiscal Impact:				
	Reorganized Position	Reorganization Costs	Eliminated Position	Eliminated Costs
Item #1	Community Services Administrator	\$136,004	Assistant City Manager	\$202,500
Item #2	FT Senior Management Analyst to the CM	\$144,321	Project Analyst (Community Services)	\$48,270
Item #3	Deputy City Clerk/Administrative Assistant	\$83,804	Community Services Supervisor (part time)	\$53,642
			32hr Project & Grant Administrator	\$97,665
	Total:	\$364,129	Total:	\$402,077

For the purpose of evaluating fiscal impacts, costs are calculated at the top step within each range and are fully loaded including wages and benefits. Additionally please note that the Community Services Administrator is allocated to all the divisions it oversees, some of which are not General Fund accounts, therefore it does not fully impact the General Fund.



JOB DESCRIPTION

COMMUNITY SERVICES ADMINISTRATOR **(Exempt/Management Position)**

DEFINITION

Under administrative direction of the City Manager, or designee, to serve as Community Services Administrator with specific responsibility for the planning, directing, supervising, and coordinating of recreation activities, park and golf facilities, management of City facilities, and special events; to provide highly responsible staff assistance to the City Manager's Office on special projects and programs, and do related work as assigned.

EXAMPLES OF DUTIES:

(These examples are intended only as illustrations of the various types of work performed. The examples of work performed are neither restricted to nor all-encompassing of the duties to be performed under this job title.)
(E=Essential Duty; M=Major Portion of Time)

- Plan, supervise, and coordinate a comprehensive program of recreation, park, rental facilities, and golf activities. (E-M)
- Identify, plan, and implement community recreation/park programs and special events based on community needs and long-range planning. (E-M)
- Supervise, plan, and coordinate the maintenance and repair of City owned and/or operated facilities including, the Civic Center, Conference Center, Sun House Museum, City parks, Alex Rorabaugh Recreation Center, golf course and other various facilities. (E, M)
- Develop and implement departmental goals, objectives, policies, budgets, and priorities. (E-M)
- Oversee, inspect, and track rates of contractor performance and progress according to industry standards and contract specifications (E, M).
- Develop, review, and implement standard operating procedures for special events, recreation programs, and facilities (E).
- Provide or coordinate staff training; supervises and evaluates employees; works with employees to correct performance deficiencies. (E, M)
- Develop and coordinate sponsorship and marketing plans for various programs and divisions within the Community Services Department. (E)
- Actively solicit sponsorships and coordinates fundraising activities and volunteers. (E)
- Directs daily financial expenditures and monitors accounting and financial summaries; prepares purchase requisitions; prepares written reports, as necessary and/or assigned (E, M).
- Provide staff assistance to the Park, Golf and Recreation Commission, Paths, Open Space, and Creeks Commission and various other commissions and committees as assigned. (E)
- Prepare grant applications, monitor and perform grant reporting, and coordinate with various granting agencies. (E, M)
- Coordinate and administer capital improvement projects for the Department including the coordination of staff, volunteers, and contractors. (E, M)
- Plan, supervise, and coordinate the design, contractor bidding and construction of new or remodeled City facilities. (E-M)
- Negotiate and implement contracts with various contractors and vendors providing services or improvements to the City. (E)
- Represent the City in the community, at professional meetings, and to other governmental agencies as required. (E)
- Coordinate activities with other City departments and divisions, community groups, and outside agencies. (E)
- Responds to questions from citizens and provides information to the public, investigating complaints and recommending or taking corrective action as necessary to resolve complaints. (E)
- Prepares and presents reports to the City Council (E, M)

- Work flexible hours. (E)
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and techniques of organizational administration, budget, and personnel management.
- Principles, procedures, and requirements used in developing and administering a coordinated community service program adapted to the particular needs of the community, including youth and cultural activities.
- Principles of supervision, training, and performance evaluations.
- City operations, rules, policies, and methods.
- Project planning, development, and construction including basic concepts of public works project bidding and construction techniques.
- Park, Golf Course, and facilities planning, development, and maintenance.
- Concepts, objectives, and requirements of parks and recreation programs.
- Research methodology and methods of report preparation and presentation
- Pertinent Federal, State, and local laws, codes, and regulations.
- Modern office procedures, methods, and computer equipment.
- Business letter writing and basic report preparation.
- Recent developments, current literature, and sources of information related to leisure services planning and administration.
- Public relations principles and techniques.
- Other special projects as assigned.

Ability to:

- Plan, organize, and supervise citywide programs for golf, parks, and city facilities.
- Communicate clearly and concisely, both orally and in writing.
- Work well in a fast-paced, often hectic environment, and meet established deadlines.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Supervise, train, and evaluate staff.
- Research analyze, interpret, and evaluate new service delivery methods, procedures, and techniques.
- Negotiate business and vendor contracts.
- Work cooperatively with other departments, City officials, and outside agencies to analyze issues, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Generate support and enthusiasm of leaders, participants, groups, and agencies in recreation programs.
- Read and interpret construction plans and specifications.
- Operate and use a computer and appropriate software programs for long periods of time.
- Type 40 words per minute.
- Work flexible hours, including evenings, weekends, and holidays.

EXPERIENCE/EDUCATION

Any combination of education and experience equivalent to a Bachelors Degree in program/project development and implementation, recreation, public administration, or closely related field, and four years of responsible administrative or supervisory experience, preferably in recreation development and implementation, and educational work in recreation or a related field.

SPECIAL REQUIREMENT

Possession of a valid Class C California Driver's License.

DRAFT



ITEM NO.: 13d

MEETING DATE: December 16, 2015

AGENDA SUMMARY REPORT

SUBJECT: AWARD PURCHASE OF A NEW VACTOR TRUCK TO OWEN EQUIPMENT FOR THE WATER AND SEWER DEPARTMENTS IN THE TOTAL AMOUNT OF \$423,110.94 AND APPROVE CORRESPONDING BUDGET AMENDMENT AND TRANSFER.

Summary: Council will consider awarding the purchase of a new Vactor Truck for the Water and Sewer Departments.

Background: During the course of the budget adoption process for Fiscal Year 2015-2016, Council approved the inclusion of funds for the purchase of a new Vactor truck for the Water and Sewer Operations Department in the amount of \$400,000 split equally between the two funds.

Discussion: Submitted for the City Council's consideration and action is Staff's recommendation to award the purchase of a new Vactor Truck with a 10-cubic yard capacity, single engine dual stage fan unit with 1000 gallons of water, mounted on a 2017 Kenworth T440 4x2 with Cummins ISL 370 HP Engine, Allison 3000 RDS Transmission in the amount of \$391,316.48 plus tax of \$31,794.46 for a total of \$423,110.94 to Owen Equipment.

Owen Equipment provided a quote on December 10, 2015, based on the National Joint Powers Alliance (NJPA Contract #022014-FSC), which is a national, competitively bid cooperative purchasing agreement (Attachment #1). As per Municipal Code Section 1522, purchases may be made through cooperative purchasing agreements such as NJPA or HGAC-Buy.

This purchase would replace the existing 2000 VacCon Combination Jet/Vac truck (Attachment #2) which is used for maintenance of the water distribution and sewer collection systems. This equipment has both pumping and jetting capabilities and is used to keep all of the sewer main lines free from blockages. It is also used for cleaning of lift stations and catch basins where heavy grit, sediment, sludge, and other semi-solid and wet solid removal is needed. This is an essential piece of equipment, necessary in an emergency, for clearing any blockage, and for cleaning up the area to help reduce any potential fines.

Continued on Page 2

RECOMMENDED ACTION(S): Award purchase of one new Vactor truck as described above to Owen Equipment for the Water and Sewer Departments in the total amount of \$423,110.94 and approve corresponding budget amendment and transfer.

ALTERNATIVES: Do not award purchase.

Citizens advised: N/A
Requested by: Don Brown, Water/Sewer Leadworker.
Prepared by: Jarod Thiele, Public Works Project Analyst.
Coordinated with: Tim Eriksen, Public Works Director/City Engineer; Dan Hunt, Water/Sewer/Streets Maintenance Supervisor; Mary Horger, Purchasing Supervisor; Mary Williamson, Buyer.
Presenter: N/A
Attachments: 1. Owen Equipment Quote, dated December 10, 2015.
2. Vactor Replacement Justification

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

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.
\$200,000 \$200,000	Water Fund Balance- \$11,555.48 Waste Water Fund Balance- \$11,555.47	82224413.80100 84024421.80100	Yes ☒ No ☐	N/A



December 10, 2015

City of Ukiah
1320 Airport Road
Ukiah, CA 95482

Mr. Don Brown,

In accordance with your request, we are pleased to submit the following NJPA quote (Contract #022014-FSC) for your consideration and approval:

One (1) New VACTOR

10-Cubic Yard Capacity, Single Engine Dual Stage Fan unit with 1000 Gallons of Water, mounted on a 2017 Kenworth T440 4 X 2 with Cummins ISL 370 HP Engine, Allison 3000 RDS Transmission. Equipped with all Standard and Optional Equipment as listed:

Standard Options Included:

- | | |
|---|---|
| ✓ One Alum Tool Box-Weather Proof Lockable-
48 x 22 x 24 Passenger Side, Sub frame | ✓ Low Water Light & Alarm |
| ✓ Aluminum Fenders | ✓ 3" Y Strainer At Water Pump W/3" Drain
Valve |
| ✓ Mud Flaps | ✓ Midship Handgun Coupling |
| ✓ Electric/Hydraulic Four Way Boom | ✓ 600' of 1" Sewer Hose, 2500 PSI |
| ✓ Color Coded Sealed Electrical System | ✓ Side Mount Water Pump |
| ✓ Remote Pendant Control With 35' Cord | ✓ Hose Wind Guide, Dual Roller |
| ✓ Double Acting Hydraulic Dump Hoist
Cylinder | ✓ Hose Footage Counter, Mechanical |
| ✓ 2" Y Strainer with 25' Fill Hose | ✓ Hose Reel Manual Hyd Extend/Retract |
| ✓ Handgun Assembly And 1/2" X 35' Hose, With
Quick Disconnect | ✓ Hose Reel Chain Cover (Full) |
| ✓ Ex-Ten Steel Cylindrical Debris Tank | ✓ Hydraulic Extending 15" Hose Reel (1000'
Capacity) |
| ✓ Flexible Hose Guide | ✓ Tachometer /Chassis Engine |
| ✓ (3) Nozzles With Carbide Inserts And Nozzle
Rack | ✓ Circuit Breakers |
| ✓ Suction Tube Storage: Curbside 2 Pipe, Rear
Door 2 Pipe | ✓ LED Lights, Clearance, Back Up, Stop, Tail
and Turn |
| ✓ 1" Nozzle Pipe | ✓ Tow Hooks Front and Rear |
| ✓ Flat Rear Door With Hydraulic Locks And
Door Power Up, Power Down, Open/Close. | ✓ Electronic Back Up Alarm |
| ✓ Dual 10" SS Float Shut Off System/Rear
Mounted | ✓ Module-Wet On Wet DuPont Paint |
| ✓ SS Micro Strainer Prior to Blower | ✓ 8" Vacuum Pipe Package – 40' Vacuum Pipe |
| ✓ Debris Body Vacuum Relief System | ✓ Emergency Flare Kit |
| ✓ Debris Deflector Plate | ✓ Fire Extinguisher - 5# |
| ✓ Liquid Float Level Indicator | ✓ 48" Dump Height (1000 Gallons) |
| ✓ Blower Air Shift Controls | ✓ Vansco-Electronic Package |
| | ✓ Performance Package: Hyd Variable Flow,
Dual Hyd Pumps |
| | ✓ Boom Transport Cradle |



Optional Items Included

- ✓ Debris Body Flush Out System
- ✓ Fan Housing Washout System
- ✓ Debris Body Vacuum Relief System with Debris Body Load Limit Alarm
- ✓ (1) 6" Knife Valve Rear Door @ 6:00
- ✓ (1) 6" Knife Valve Rear Door @ 3:00
- ✓ FULL DOOR Decant Screen
- ✓ Centrifugal Separators
- ✓ Fold Down Pipe Rack, Curbside
- ✓ Fold Down Pipe Rack, Street Side
- ✓ 1 set 8" -6" Pipe Rack Reducers
- ✓ Splash Shield Bolted to Body Flange/Rear Door
- ✓ Lube Manifold
- ✓ Low Water Alarm with Warning Light
- ✓ Laval Water Separator
- ✓ 10' Telescopic Boom with 180- Degree Rotation
- ✓ Joystick Control for Boom Function
- ✓ 50 GPM/3000 PSI Water System In Lieu of Standard Water System
- ✓ 1,000' of 3/4" Rodder Hose
- ✓ Digital Hose Counter
- ✓ Accumulator System for Water Pump
- ✓ Front and Rear Handgun Couplers
- ✓ Retractable Hand Gun Hose Reel
- ✓ Hydro Excavation Package w/Retractable reel 50'X3/8"
- ✓ Telescoping/Rotating Hose Reel with Dual Controls
- ✓ Automatic Hose Level Wind Guide
- ✓ Hydraulic Shut-Off Valves at Suction, Return and Filter line (3)
- ✓ Hydraulic Oil High Temp Alarm & Light
- ✓ Heavy Duty Elbow on Boom
- ✓ Rodder Pump Drain Valves (2)
- ✓ Hand light with Bumper Plug
- ✓ Whelen Model #MPBB Micro Pioneer Super-LED Work light, for Operator Station
- ✓ Whelen Model #MPBB Micro Pioneer Super-LED Work lights, (2) LED Rear Door
- ✓ Whelen Model #MPBB Micro Pioneer Super-LED Work lights (2) LED on Telescopic Boom
- ✓ Camera System-Front & Rear
- ✓ 3" Y strainer @ fill ILO 2" w/25" fill hose
- ✓ Wireless Belly Pack Remote
- ✓ Owen LED Light Package, Title 13 compliant (2) Mirror Mounted Strobes (4) Surface mounted LED strobes (1) LED Arrowstick mounted on rear door
- ✓ Long handle tool storage
- ✓ Lay Flat Drain Hose Storage at rear
- ✓ Vactor Manuals
- ✓ Dupont Imron Elite Paint
- ✓ Safety Cone (18" style) Storage Rack-Plate Style
- ✓ Lights in tool boxes
- ✓ Mount all Vactor Controls in dash
- ✓ Chassis includes driver and passenger, vinyl air ride seats, electronic doors and windows
- ✓ Maximize Toolbox Storage
- ✓ Behind Cab Toolbox
- ✓ Trip to Vactor for 2 Ukiah Personnel
- ✓ Vanguard Anti-Bacterial System

TOTAL LIST PRICE F.O.B. Ukiah, Ca:\$437,764.48+Tax

NJPA Discount..... (\$46,440)

TOTAL NJPA PRICE F.O.B Ukiah, Ca..... \$391,316.48+Tax

LICENSING AND REGISTRATION..... INCLUDED



Environmental Sales • Service • Parts • Rentals

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until **December 16, 2015**. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: Approximately 300 Days ARO

TERMS: Net 10 Days

We appreciate the opportunity to present this proposal and look forward to being of further and continued service. If you have questions, please contact me at (916) 717-0873.

Sincerely,

Scott Elrod

Scott Elrod
Territory Manager

Portland 13101 NE Whitaker Way | PO Box 30959 | Portland, OR 97294 | (503) 255-9055 | (800) 992-3656 | fax (503) 256-3880

Kent 8721 South 218th Street | Kent, WA 98031 | (253) 852-5819 | (800) 422-2059 | fax (253) 852-8913

Fairfield 1085 Horizon Drive | Fairfield, CA 95838 | (800) 992-3656 | fax (707) 422 2444

www.owenequipment.com



Vactor Replacement Justification

Proposed Vehicle: 2017 Freightliner 114SD 4X2 with Cummins ISL 370 HP Engine, Allison 3000 RDS Transmission, 10-Cubic Yard Capacity, Single Engine Dual Stage Fan unit with 1,000 Gallons Water Capacity, or equal.

Department: Public Works.

Area of use: Water and Sewer Operations Division.

Prepared by: Jarod Thiele, Public Works Project Analyst and Dave Kirch, Lead Equipment Mechanic.

1 VEHICLE PURPOSE

Need for Vehicle within Department Fleet

This vehicle will be used daily for all of the Water and Sewer Division maintenance of the water distribution and wastewater collection systems.

2 REPLACEMENT JUSTIFICATION

2.1 Current Vehicle

Description, Mileage, Funding Source and Market Value

The vehicle being replaced is #2514. It was purchased in 2000. Currently it has 8,000 hours on it. This vehicle is in fair to poor condition, however, there is a large amount of repairs needed.

Funding: Equipment Reserve (fund 220)

Estimated Value: \$45,000.

2.2 Maintenance Costs

Overall Condition, Maintenance Costs, Out of Service Time, Parts Availability, and Associated Safety Issues

Overall Mechanical Condition: This vehicle is in fair to poor mechanical condition. Currently this vehicle is in need of a new Heui injection system on the main engine and fan blower assembly. The estimated cost of these repairs is \$20,000.

Maintenance Costs: For the past year this vehicle has incurred approximately \$11,000 in parts and labor costs.

Out of Service Time: This vehicle was out of service for 71 hours over the last fiscal year. In addition, this vehicle will be used minimally after the end of 2015 due to diesel emission requirements. In order for it to comply with California Air Resources Board (CARB) standards, it would cost approximately \$150,000 to re-power both engines in addition to the repairs mentioned above.

Parts Availability: Yes, most parts are available from the factory.

Associated Safety Issues: None

2.3 Shared Resources

Define any Resources Currently Available within the City of Ukiah Fleet which could be Utilized for this Purpose.

This vehicle will have to be sold out of state as it will not comply with CARB emissions standards.

3 PROPOSED VEHICLE SPECIFICATIONS

Proposed Vehicle Specifications

10-Cubic Yard Capacity, Single Engine Dual Stage Fan unit with 1000 Gallons of Water, mounted on a 2016 Freightliner 114SD 4X2 with Cummins ISL 370 HP Engine, Allison 3000 RDS Transmission, or equal.

COST - \$400,000

4 ALTERNATIVE FUEL AND CARB REGULATIONS

4.1 Alternative Fuels Availability

Proposed Vehicle Alternative Fuels Availability

Alternative fueled vehicles for this type of use are not available.

4.2 CARB STANDARDS

CARB STANDARDS

The purchase will comply with all CARB regulations.



ITEM NO.: 13e

MEETING DATE: 12/16/15

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF BID FOR RENOVATION OF THE OAK MANOR PARK PICNIC AREA IN THE AMOUNT OF \$84,200 TO SIRI GRADING & PAVING, INC. FUNDED BY THE PROP 1C HOUSING RELATED PARKS PROGRAM GRANT.

Summary: The Council will consider awarding a contract to Siri Grading & Paving, Inc. in the amount of \$84,200 for Spec No. 15-18, Oak Manor Park.

Background: In November of 2014 the City secured grant funding from the Prop 1C Housing Related Parks Program. The grant funds are restricted for use in a Qualifying Park Project location only. Oak Manor Park meets the requirements set forth in the grant guidelines.

Once the park location was determined, staff met with the Parks Recreation and Golf Commission (PRGC) to evaluate the needs in the park. Oak Manor Park is one of our most heavily used parks for private events. The existing picnic area has limited seating and often does not adequately address the needs of our community. Many times you will find users bringing in their own tables and chairs, which is inconvenient for our residents and can be damaging to the park facility itself. This project will provide two picnic areas and improve pathways.

Discussion: Plans and specifications for this project were done by Gates and Associates. They worked with staff to draft a Request for Bid (see attachment #1) that fell within the amount of grant funding available to us and that would be realistic to accomplish within the grant's timeline.

The existing picnic area will be replaced with new picnic tables in two pods that will accommodate 100 people. It will also have a serving table and 3 barbeques. Additionally, one of these two groups of tables will have a shade cloth covered structure to provide relief from the sun during the middle of the day.

A second, smaller picnic area will be installed to the northwest of the children's play structure for a group of approximately 30 people. This second picnic area will have two barbeques, and be tucked up close enough to the existing trees to be shaded the majority of the time.

Continued on Page 2

RECOMMENDED ACTION(S): Award of bid for Spec. No. 15-18 Oak Manor Park in the amount of \$84,200 to Siri Grading & Paving, Inc., funded by the Prop 1C Housing Related Parks Project.

ALTERNATIVES: Reject the bid and provide alternate direction to staff.

Citizens advised: N/A
Requested by: N/A
Prepared by: Mary Horger, Purchasing Supervisor; and Maya Simerson, Community Services Supervisor.
Coordinated with: Sage Sangiacomo, City Manager.
Presenters: Mary Horger, Purchasing Supervisor; and Maya Simerson, Community Services Supervisor.
Attachments: 1. Request for Bid
2. Bid tabulation results

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 bid notice was distributed to those listed contractors on the Qualified Bidder's list that held a Class A – General Engineering, Class B – General Building, and/or C27 – Landscaping Contractor's License. The bids were also distributed to Builders Exchanges, and posted on the City's website.

Bids were opened on December 10th, 2015. Five bids were received. Siri Grading & Paving was the lowest, responsible bid at a Base Bid of \$84,200, and an Additive Alternate 1 price of \$8,000.00. Please see attachment #2 for the full bid tabulation.

Due to grant funding limitations, Staff recommends awarding the Base Bid only to Siri Grading & Paving in the amount of \$84,200.

Note: As a cost and time saving measure, the site furnishings for this project are being purchased by the City and supplied to the contractor.

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.
\$142,800	Oak Manor Park Renovation	30022200.80230	Yes ☐ No ☒	N/A

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
OAK MANOR PARK
SPECIFICATION NO. 15-18**

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
300 Seminary Avenue
Ukiah, California 95482-5400

**Bids Open: December 10, 2015
2:00 p.m.
Office of City Clerk**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE – MAYOR
STEVE SCALMANINI – VICE MAYOR
JIM BROWN – COUNCIL MEMBER
KEVIN DOBLE – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PURCHASING SUPERVISOR

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
November 2015

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**CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS
FOR OAK MANOR PARK
SPECIFICATION NO. 15-18**

NOTICE IS HEREBY GIVEN that sealed standard proposals for Oak Manor Park will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on December 10, 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 "OAK MANOR PARK." Bids are required for the entire work described herein. No fax bids will be accepted.

The work in general consists of building picnic area in Oak Manor Park. Existing turf would be removed and replaced with new paving. Equipment including shade structures and picnic tables shall be installed.

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of \$23.00** at the receptionist's station, Ukiah City Hall Annex, City of Ukiah, 411 West Clay Street, Ukiah, CA 95482. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering), Class B (General Building) or Class C-27 (Landscaping) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: November 15, 2015 and November 22, 2015

INSTRUCTIONS TO BIDDERS

OAK MANOR PARK 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 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 fifty-four (54) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

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

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and

be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the 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, 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. Project is located at Oak Manor Park, located on Oak Manor Drive, Ukiah, California 95482.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated 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, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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 (Public Contract Code Section 4100 and following) and shall set forth:

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

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

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 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 upon request 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 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

SECTION 4. BONDS

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

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

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

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

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

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

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

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

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting 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 is 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, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) 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. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. 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).

7. Apprentices.

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

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

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The 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 therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the 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.

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 of original contract amount or \$5,000, whichever is the greater, 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 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 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 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 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 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 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 hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by 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 of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

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

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

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

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

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

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

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

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

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

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

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

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared

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

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole 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 per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

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

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the 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 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 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. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of building picnic area in Oak Manor Park. Existing turf would be removed and replaced with new paving. Equipment including shade structures and picnic tables shall be installed. Irrigation adjustments and turf damaged approximately 6-8' from construction shall be replaced by Contractor. General locations of the work are within the borders of Oak Manor Park in Ukiah.

The Contractor should familiarize himself with the local conditions of the project sites. 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 Alan Hasty at (707) 463-6282.

12-02. 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

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. 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.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, May, 2006, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

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

Department of Transportation - The City Council.

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

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

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

12-07. 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.

12-08. 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 and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

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

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

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

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

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

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items,

the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

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

SECTION 13 - CONSTRUCTION DETAILS

13-01. Tree Preservation and Pruning

PART 1 - General

1.01 Description

- A. Work Included: Furnish all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified for the protection, preservation and/or repair of trees, including care, pruning, and trimming (limbs and roots) as required to construct improvements.
- B. Contractor shall protect from damage all existing vegetation determined by the City of Ukiah to remain on the project site and also on adjacent property (for trees overhanging the project site). Contractor shall be responsible for the repair any damage, including that to the adjacent property resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly and according to the City of Ukiah directions, the City may have the necessary work performed and charge the cost to Contractor.
 - 1. Tree and Plant Protection includes, but is not limited to the following:
 - a. The protection of the above and below-ground portions of trees including roots, trunks, branches and foliage. Protection of roots includes reduction and/or prevention of soil compaction caused by vehicles, equipment, materials or foot traffic.
 - b. Protective Fencing and Signage surrounding the Tree Protection Zone around the tree or group of trees.
 - c. Pre-Demolition and Construction meetings on site with the City of Ukiah.
 - d. Pre-work Clearance Pruning for demolition and construction
 - e. Organic mulch placed in tree protection zones
 - f. Irrigation of trees before and during demolition and construction.
 - g. Dealing with protection and preservation of tree roots relative to soil grubbing, grading, structure or pavement removal, excavations, etc.
 - h. Ongoing updating and consultation with the City of Ukiah regarding site work and potential tree impacts
- C. Monthly Tree Protection Inspections and Reports by the City of Ukiah, if needed.
- D. Related Work:
 - 1. Section 13.02 – Clearing, Grubbing and Misc. Demolition
 - 2. Section 13.03 – Stabilized Crushed Stone Walks
 - 3. Section 13.04 – Site Furnishing and Accessories

1.02 Related Documents

- A. The General and Supplementary Conditions and General Requirements apply to the work herein specified.
- B. References:
 - 1. Arboriculture: The care of trees and shrubs by Dr. Richard Harris
 - 2. Best Management Practices, Tree Pruning. 2008. International Society of Arboriculture, PO Box 3129, Champaign, IL 61826-3129. 217-355-9411
 - 3. ANSI A300 Pruning Standards. 2008 Edition. Ibid. (Covers tree care methodology).

4. ANSI Z133.1 Safety Requirements for Arboricultural Operations. 2006 Edition. Ibid. (Covers safety).

1.03 Definitions

1. **Certified Arborist:** An Arborist certified through the ISA (International Society of Arboriculture) after passing a test demonstrating basic knowledge about urban trees and their management, fulfilling an ongoing continuing education requirement and paying regularly scheduled certification fees.
2. **Dripline (tree):** The area under the total branch spread of the tree, all around the tree.
3. **Existing tree:** The trees existing on property prior to any demolition or construction for a project.
4. **Neighboring tree:** Existing trees on adjacent private property not owned by the City, but the dripline of which overhangs the City property.
5. **Qualified Tree Service:** A tree service with a supervising arborist who has the minimum certification level of ISA (International Society of Arboriculture) Certified Arborist, in a supervisory position on the job site during execution of the tree work. The tree service shall adhere to the most current of the following arboricultural industry tree care standards.
6. **Tree:** a woody perennial plant usually having one dominant trunk and a mature height greater than 15 feet. Multiple-trunk trees have more than one trunk.
7. **Tree Protection Zone (TPZ):** The area inside the Tree Protection Fencing shall contain the tree or tree trunks and the area below, some or, the entire canopy of the tree or, beyond the canopy as directed by the City. The TPZ and Tree Protection Fencing remain in place prior to any work on site (including demolition) until the construction project is fully completed.
8. **Tree Service:** A company that performs tree pruning and tree removals as their main business.

1.04 Quality Assurance

- A. All tree protection, preservation and pruning performed shall be executed by a Qualified Tree Service company having, in full-time employment, an Arborist certified by the International Society of Arboriculture (ISA). Certification must be verified. The Arborist must be directly responsible for decisions made and should visit the work sites daily when trimming of tree limbs and roots are to be performed.
- B. Pruning shall be performed to the standards of the International Society of Arborists Pruning guidelines, and to ANSI A-300.
- C. Tree pruning shall not occur without first securing a pruning permit. Permit applications shall be submitted to the City, if needed.
- D. Preconstruction Tree Preservation Meeting
 1. Contractor to provide 36 hour notice for Preconstruction Tree Preservation Meeting at Project site with the Project Manager and Landscape Architect prior to start of construction, including demolition.

1.05 Submittals

- A. Arborist certification
- B. Tree Pruning Schedule (provided by Qualified Tree Service Contractor): Written schedule detailing scope and extent of pruning of trees to remain and that interfere with or are affected by demolition or construction.

1.06 Tagging of Trees to be Preserved

- A. All preserved trees shall be flagged with a distinctive colored ribbon prior to Preconstruction Tree Preservation Meeting. After flagging and prior to commencement of any work, the Contractor shall notify the City of Ukiah Arborist who will verify that the correct trees are flagged.

1.07 Job Conditions

- A. The Contractor will be held responsible for any damage to trees or other plants, which are to remain during construction, including limb or branch breakage, tearing of bark along trunk or excessive root damage. Large roots greater than 3" in diameter and less than 12" below ground level shall not be cut without the City of Ukiah approval.
- B. The following practices are prohibited within Tree Protection Zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Placement of outhouses
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Equipment wash down.
 - 8. Grubbing of soil surface to remove organic matter.
 - 9. Disposal of chemicals, petroleum products, or other detrimental substances.
 - 10. Excavation, grading or other soil disturbance unless otherwise indicated.
 - 11. Attachment of signs to or wrapping materials around trees unless otherwise indicated on plans.

PART 2 - Products

2.01 Tree Protection – Zone Fencing

Fencing fixed in position and meeting the following requirements:

- A. Snow Fencing Protection-Zone Fencing: Orange plastic fencing, 4' height with steel stake posts with tie wires, hog ring ties, and other accessories for a complete fence system.

2.02 Mulch

- A. Per tree protection notes.

PART 3 - Execution

3.01 Examination and Preparation

- A. If at any time the Contractor judges that the protection of a tree designated to be saved is incompatible with work required, or if operations necessary threaten the health or structural stability of a tree, notify immediately the City of Ukiah and do no further work affecting the tree until a written agreement is reached concerning acceptable procedures.

- B. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion-and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree protection zones.
- C. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- D. Contractor shall install 8 or 9 inch diameter straw wattling roll on the uphill side of the protective fence to divert runoff from the construction site to the protected trees. The wattle shall be maintained until protective fence is removed from the project site.
- E. Under no circumstances shall the Contractor remove existing trees that are indicated not to be removed.
- F. Tree removal may not damage existing trees or vegetation to remain; consult with Owner's Representative regarding any conflicts.

3.02 Tree Protection Zone

- A. Protection-Zone Fencing: Install Tree Protection Fencing along edges of Tree Protection Zones in a manner that will prevent people from easily entering protected area except for arborist inspection and tree maintenance. An 18-inch wide gap for arborist access and tree maintenance will be provided in each fenced off area.
 - 1. Snow Fencing: Install per detail and manufacturer's recommendations.
 - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to City of Ukiah Arborist.
 - 3. Access Gap in Fencing: Provide an 18-inch wide gap, with a standard steel post on each side of the gap, overlap fence fabric to close gap.
- B. Protection-Zone Signage: Install by Contractor-specified Tree Protection for each independent fenced area, 6 inches from the top of the fence. Signs must be securely attached to fence with 4 plastic wire ties; one tie in each corner. Tree Protection Signs must be aluminum or corrugated plastic.
- C. Contractor shall repair or replace protected trees, and other vegetation indicated to remain or be relocated that are damaged by construction operations at no additional cost to contract or the City of Ukiah. The City Representative shall specify any repair work or replacement value for damaged trees.
- D. Maintain Tree Protection Fencing and signage in good condition as acceptable to the City of Ukiah Arborist and remove when construction operations are complete and equipment and materials have been removed from the site. At sites where the excavation has taken place near trees to remain, and many living roots remain exposed to the air, the Contractor shall cover the exposed roots within 2 hours with sand, soil, moist burlap or other means acceptable to the City.
- E. Construction materials, debris, and supplies shall not be stored within the drip line or protective fencing area under any tree.
- F. Vehicles shall not be parked within the drip line or protective fencing area.
- G. Woodchips or another cushioning surface material approved by the City shall be placed over areas where roots are present and construction traffic occurs.

3.03 Excavation

- A. General: Hand or air spade excavate at edge of Tree Protection Zones for grading, trenches and other soil disturbance adjacent to existing trees.

- B. No rototilling or other soil disturbance shall take place within Tree Protection Zones, before, during, or after demolition or construction, unless designated within construction documents.
- C. Trenching near Trees: Where utility trenches are required within or adjacent to Tree Protection Zones, air spade or hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut *large* (e.g. 2 inches in diameter or greater) roots; cut only smaller roots that interfere with installation of utilities.
- D. Open trenches are not to be routed beneath the dripline of trees that are to be preserved unless this is impossible to avoid; in which case damage may be reduced by careful placement by air spading or hand-digging of trenches to avoid large roots by tunneling under rather than cutting roots greater than 2 inches or greater in diameter.

3.04 Tree Pruning

- A. Remove branches that are in the path of temporary and permanent construction, or within the work zone margin beyond that construction. Where trees are concerned, minimize the work zone margin to the minimum possible to accomplish demolition or construction work. Any pruning will be completed by a Qualified Tree Service, but it is the contractor's responsibility to notify the City of any pruning that is necessary.
- B. Tree pruning shall be performed to balance the crown and eliminate hazards. The main work performed shall be to reduce the sail effect through thinning, reducing end weights, shortening long heavy limbs, removing deadwood, weak limbs and sucker growth. Limbs shall be pruned back to an appropriate lateral branch.
- C. All final cuts shall be made at the outer edge of the branch collar. The pruning work shall be performed in a safe and proper manner, adhering to CAL-OSHA and ANSI Standards
- D. The Contractor shall be responsible for the preservation of all public and private property. Pruning includes the cutting of limbs, cleanup, removal and disposal of cuttings and debris. Elm logs must be properly disposed of per State Quarantine. Work shall be performed by a two-person crew with one climber, one ground person, a dumping chipper truck and chipper, and any other necessary saws, lines, tools and safety equipment. The work area shall have appropriate cones and signs for safe pedestrian and vehicle traffic.

3.05 Root Pruning

- A. Tree roots greater than 3" in diameter and less than 12" below ground level shall not be cut without approval of the City.
- B. Roots shall be cut clearly, as far from the trunk of the tree as possible. Root pruning shall be to a depth of 18".
- C. Root pruning shall be performed using a Vermeer Root Cutting Machine. Alternate equipment or techniques must be approved by the City.
- D. Root pruning shall be completed prior to base or subgrade preparation, or to any excavation adjacent to the tree.
- E. Root Pruning
 - 1. Prior to root cutting air spade or hand dig a trench along the edge of the excavation facing the protected tree(s), to the depth of the excavation. The trench must be at least 12 inches wide. Cut exposed roots that need to be removed cleanly back to the trench wall with sharp pruning tools. Do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots. Heavy equipment may be used to continue soil work but the equipment must

not contact the roots that have been cut at the edge of the trench, or any soil or roots on the tree-side of the trench.

2. Exposed roots must be covered with 2 layers of natural burlap or organic mulch that is kept moist until backfilled. The exposed trench wall must be sprayed with water and thoroughly moistened with water prior to placement of burlap.
3. Backfill around exposed roots as soon as possible. Exposed roots shall not be left overnight without protection and City approval. Wet the backfill soil thoroughly as it is placed in the trench.

3.06 Regrading

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

3.07 Disposal of Surplus and Waste Materials

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off City's property.

13-02. Cleaning, Grubbing and Miscellaneous Demolition

PART 1 - General

1.01 Related Documents

- A. The General Conditions of the Contract, including General and Special Provisions and General Requirements apply to the work in this section.

1.02 Description

- A. Work Included: Furnish all labor, materials, equipment, facilities, transportation and services to complete all clearing and demolition and related work as shown on the drawings and/or specified herein.
 1. Clearing and Grubbing
 2. Removal and Disposal of Miscellaneous Construction Items and Debris

PART 2 - Material

2.01 Equipment

- A. Equipment shall be suitable for the work to be done and shall be in first-class condition. Equipment operators and workmen to be skilled in operations and to be supervised by a competent superintendent.

PART 3 - Execution

3.01 General

- A. Clear and grub future planting and paved areas as shown on Plans or as specified herein. Grubbing shall include clearing the entire root systems of all plants, weeds, and grasses.
- B. Remove and dispose of wire mesh fencing; including posts and footings, and miscellaneous deleterious materials, such as, asphalt, aggregate base, concrete, where shown on plans. Contractor shall finish off edges at limit of fence to remain as directed by the City inspector.
- C. Dust Control: At all times during the operations, prevent the formation of an airborne dust nuisance by watering and/or treating the site of the work in such a manner that will confine dust particles to the immediate area of the work.
- D. Debris:
 - 1. Remove debris as it accumulates, except as otherwise specified. Do not store or permit debris to accumulate on the site. If contractor fails to remove excess debris promptly, the City reserves the right to cause same to be removed at Contractor's expense.
 - 2. Materials requiring removal and demolition shall become the property of the contractor and shall be removed completely from site, unless noted otherwise on plans, and shall be disposed of at an approved site outside the city limits.
 - 3. If unforeseen items are encountered during clearing and demolition work, the Contractor shall notify the City Inspector prior to removal or demolition.

13-03. Stabilized Crush Stone Walks

PART 1 - General

1.01 Description

- A. The work of this section consists of constructing universally accessible crushed stone walks on a prepared subgrade.

1.02 Submittals

(As specified in Section 8-06. and as follows):

- A. Submit sieve analysis of proposed material to ensure it meets grading requirements.
- B. Submit sample of crushed aggregate screenings for approval to ensure color will be compatible with project site. Sample shall be sufficiently large to illustrate clearly the functional characteristics and full range of color and texture of the material.
- C. The Contracting Officer shall approve sieve analysis and color of crushed aggregate screening in writing before any material is delivered to the project site. Sample shall be sufficiently large to illustrate clearly the functional characteristics and full range of color and texture of the material.
- D. Prepare a sample finished paving section using all specified materials and edging. Sample section shall be min. 2 sq. ft. Sample section shall be approved in writing by the Contracting Officer before the project Stabilized Crushed Stone Walk is constructed.

1.03 Project Conditions

- A. Use lightweight hauling equipment. Exercise care in using equipment, avoiding damage to adjacent plant and tree growth.

PART 2 - Products

2.01 Crushed Aggregate Screenings

- A. TerraPave resin system including Terra Coat stabilizer and sealer.
- B. Clean, hard, durable particles or fragments of select brown/gold crushed granite, river rock or basalt. Fines shall be evenly mixed throughout the aggregate. When produced from gravel, 50% by weight of the material retained on a No. 4 sieve shall have one fractured face. Color to be approved by Contracting Officer.
- C. The portion retained on the No. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77.
- D. The portion passing a No. 40 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 7, as determined by AASHTO T89-81 and AASHTO T90-81.
- E. The crushed aggregate screenings shall be free from clay lumps, vegetable matter and deleterious material.

2.02 Grading Requirements

Percentage of Weight Passing a Square Mesh Sieve AASHTO T-11-82 and T27-82

<u>Sieve Designation</u>	<u>% Passing</u>	<u>Sieve Designation</u>	<u>% Passing</u>
3/8"	100	No. 30	40-50
No. 4	95-100	No. 50	25-35
No. 8	75-80	No. 100	20-25
No. 16	55-65	No. 200	5-15

2.03 Soil Stabilizer

- A. Stabilizer, a non-toxic, colorless, odorless, non-staining, non-petroleum based product that binds soil and crushed aggregate screenings together, creating a natural appearing, firm paving surface. Stabilizer shall be TerraPave product as manufactured and distributed by Wheeler Zamaroni, 3500 Petaluma Hill Rd, Santa Rosa, CA 95404. Tel: 707-543-8400, Fax: 707-575-3584.

2.04 Forms

- A. Redwood landscape edging, which is to serve as a permanent edging material, will be used in lieu of forms. Edging shall be realigned as needed in the event it is deformed during placement and compaction.

PART 3 - Execution

3.01 Cleaning and Grubbing

- A. See Section 13.02

3.02 Tools Preparation

- A. TerraPave is a decorative product. As such, it is important that proper construction practices to insure against contamination of the finished material do not occur. The truck box needs to be clean and free of contaminants. Just prior to loading, it is beneficial to wet the truck box down with water so the material comes out easily. If placement is being accomplished by means of a paving machine, the equipment must be clean and free of loose material. Excess solvent used for cleaning must be removed. After the TerraPave installation, a quick cleaning with normal solvent is all that is necessary for preparation for the next asphalt installation. Hand tools can be cleaned with water prior to the material setting up. Otherwise, a solvent will work very well.

3.03 Ground Surface Preparation

- A. Strip the top 3 inches of topsoil within the designated paving areas.
- B. TerraPave must be installed when temperatures are above 55° Fahrenheit and overnight temperatures will not fall below 32° Fahrenheit. Installation should not occur when rain is possible anytime within five (5) days after installation.

3.04 Subgrade Preparation

- A. Prior to placing crushed aggregate screening, shape, fill, grade and compact the subgrade to 90% R.C.
- B. Material generally needs to be placed between 1/2" to 1" above finished grade prior to compaction. Depth of placement is a variable depending on equipment used for both placement and compaction. It is the responsibility of the installer to determine correct height for placement. Finished grade after compaction should be 1/8" above edging material to assure proper drainage.

3.05 Forms

- A. Install landscape edging in lieu of forms, the full depth of paving, curving as required and securely stake in place to hold firmly to line and grade required.

3.06 Soil Stabilizer

- A. Thoroughly pre-blend TerraPave with the crushed aggregate screening, prior to arrival at job site.
- B. TerraPave shall not be applied during, just prior to or immediately following rainfall.

3.07 Placing Crushed Aggregate Screenings

- A. After placement, it may be a couple of hours before initial rolling can take place. In most cases, you will see a distinct color change in the material. That is an indication that the material is ready for compaction. Like asphalt, best results are obtained by edge compacting with a plate compactor and then rolling with a steel drum roller. The drum roller should be used in static (not vibratory) mode only. Usage of water on the compaction equipment is generally not necessary or recommended. For those contractors that are used to installing asphalt, two significant differences in installing TerraPave should be noted. First, the

tendency is to over compact the material. Two passes are usually all that is necessary. Second, resist the temptation to start compaction too early. Generally, you can begin initial compaction as soon as mix will bear roller without undo displacement. If the installed material gives the indication it is drying out prior to compaction, it can be lightly misted with water.

3.08 Compaction

- A. A final compaction is done, usually at the end of the day, or the following day depending on moisture content, to remove roller marks. This final compaction is solely to remove roller marks and smooth the finish somewhat. If doing this compaction causes more marks than it removes, you are attempting it too soon. Do not be concerned if final compaction has to wait until the following day, as the pavement will still be flexible enough to properly finish. Small imperfections in the surface can be corrected by hand tamping or even by a smooth soled shoe. The emphasis on the final compaction is not to over-compact or overwork the surface

3.09 Seal Coat Application

- A. Apply the seal coat no earlier than 24 hours after compaction. Seal coat can be applied using pump type garden sprayers or various types of mechanical spray units.
- B. Allow seal coated surface to dry at least 48 hours prior to allowing traffic on pavement.

3.10 Finishing

- A. Landscape edging is to remain in place, securely staked to hold firmly to approved line and grade. After finished compacted trail surface has been achieved, finish adjacent shoulders by backfilling back of edging with stockpiled topsoil, compacted to match existing undisturbed ground and slope to required grade and cross section.

3.11 Inspection

- A. Finished surface of paving shall be smooth, uniform and solid, with no evidence of chipping or cracking. Dried, compacted material shall be firm all the way through with no spongy areas. Loose material shall not be present on the surface initially.
- B. Loose gravel on the surface or unconsolidated crushed aggregate screenings below the surface, is evidence of improper bonding and the work will require remediation or replacement at the contractor expense.
- C. Unconsolidated areas shall be dug out, and be replaced with new TerraPave installation. Patched areas then shall be thoroughly blended into the adjacent areas to the satisfaction of the owner.
- D. Any significant irregularities shall be smoothed out prior to final acceptance of work. Smoothing shall be accomplished by re-wetting/saturating rough areas thoroughly, and then rolling the trail again with a heavy roller (1000-1500 pounds powered walk behind or small rider). Wackers are not recommended.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CRUSHED STONE WALKS

- A. Measurement will be the number of square feet of actual length and specified width measured along the centerline of trail. Payment will include soil Stabilizer and crushed aggregate screenings. Payment will be made at the contract unit price.

13-04. Site Furnishing and Accessories

PART 1 - General

1.01 Summary

- A. The General Conditions and all other Contract Documents for this project are complementary and applicable to this Section of the Specifications.
- B. Work Included: Furnish all labor, materials, equipment and services necessary to provide and construct, repair, or install the site elements, complete in place, as shown and specified, including, but not limited to:
 - 1. Picnic tables
 - 2. Redwood Header
 - 3. Shade Structure
 - 4. Grills
 - 5. Serving Table
- C. Related Work:
 - 1. Section 13.03: Stabilized Crushed Stone Walks

1.02 Submittals

- A. Submit shop drawings where noted to the City for approval before installing any manufactured items. Plans shall include dimensions, color, finish, structural design (custom items), and connection details.
- B. Submit catalog cuts, samples and manufacturers literature of all manufactured items in this section to the City for approval before installation.
 - 1. Provide color samples, brushouts, or charts for all items. Final colors to be selected by City and a sample submitted for approval.

PART 2 - Products

2.01 Manufactured Items

- A. Picnic Tables: Per Plans
- B. Shade Structure: Per Plans
- C. Grills: Per Plans
- D. Serving Table: Per Plans

2.02 Non-Manufactured Items

- A. Redwood Header: per plans, submit one quart sample and analysis for City approval.

2.03 Miscellaneous Materials

- A. All other materials for site elements shall be as specified on the plans and these specifications.

PART 3 - Execution

3.01 Installation

- A. Examination: Verify that conditions are satisfactory for installation of each item of site elements. If unsatisfactory conditions exist, do not begin installation until such conditions have been corrected.
- B. Picnic Tables, Benches and Trash Receptacles
 - 1. Install directly onto concrete. Use manufacturer's recommended adhesive.

3.02 Guarantee

- A. At completion of project, Contractor shall provide City with written guarantee from each manufacturer identifying the nature of warranty for each product component.
- B. Contractor shall provide City with two (2) bound maintenance manuals identifying each piece of equipment on manufacturer's recommended maintenance program including, but not limited to, daily, weekly, and monthly check lists.
- C. Contractor to provide City with minimum of two (2) gallons each type and color of paint used on apparatus with recommended surface preparation and application guidelines.

PART 4 - Measurement and Payment

The contract price paid for SITE FURNISHINGS AND ACCESSORIES shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in the site furnishings and accessories on the project site, as necessary for the progress and completion of the work, as shown on the Project Plans, as specified in the Contract Documents, and as directed by the Engineer.

- A. Picnic Tables shall be per each
- B. Shade Structure shall be per each
- C. Grills shall be per each
- D. Serving Table shall be per each

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
OAK MANOR PARK**

Specification No. 15-18

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. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

BASE BID

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	MULTI-PLIED BY	QUANTITY	EQUALS	EXTENDED AMOUNT FOR ITEM (in figures)
1	Demo, Cleaning and Grubbing, for the square foot price of _____ _____ (\$ _____)	x	4,000.00SF	=	\$ _____
2	Fine Grading, for the square foot price of _____ _____ (\$ _____)	x	4,000.00SF	=	\$ _____
3	Paving, for the square foot price of _____ _____ (\$ _____)	x	4,000.00SF	=	\$ _____
4	Installation of Site Accessories, for the each price of _____ _____ (\$ _____)	x	1EA	=	\$ _____
5	Turf & Irrigation repair* (6-8' from paved area), for the lump sum price of _____ _____ (\$ _____)	x	1LS	=	\$ _____

TOTAL BASE BID AMOUNT IN FIGURES→	
Total Base Bid amount in words: _____ Dollars	\$ _____

ADD ALT #1					
6	Installation of north shade structure, for the each price of _____ _____ (\$ _____)	x	1EA	=	\$ _____

TOTAL ADD ALT #1 AMOUNT IN FIGURES→	
Total Add Alt #1 amount in words: _____ Dollars	\$ _____

We, the undersigned, acknowledge that the City Council has reserved 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 that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

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.

OAK MANOR PARK

(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 _____, 200_____

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 California Public Contract 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 in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.*

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.

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 December 10, 2015 for Oak Manor Park, Spec. 15-18.

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 Oak Manor Park Spec 15-18 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

**OAK MANOR PARK
Specification No. 15-18**

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 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 fifty-four (54) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for

which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given 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 Rates
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:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing
bond; that _____, who signed the said bond on behalf of the
Principal, was then _____ of said corporation; that I
know his signature, and that his signature thereto is genuine; and that said bond was duly signed,
sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing
bond; that _____, who signed the said bond on behalf of the
Principal, was then _____ of said corporation; that I
know his signature, and that his signature thereto is genuine; and that said bond was duly signed,
sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY,**

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

(Seal)

BY: _____ (Seal)

(Seal)
Principal

(Seal)

BY: _____ (Seal)

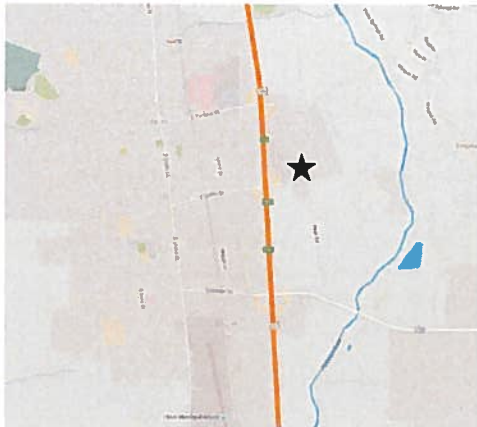
Surety (Seal)

OAK MANOR PARK

UKIAH, CA

LOCATION MAP

N.T.S.



LAYOUT LEGEND

	STABILIZED CRUSHED STONE TERRAPAVE SYSTEM AVAILABLE FROM WHEELER ZAMARONI (707) 543-8400	
	REDWOOD PICNIC TABLE MATERIAL: CON-HEART REDWOOD, EIGHT-FOOT 3" MANUFACTURED BY COUNTY OF SONOMA (707) 565-8900 MATERIAL SUPPLIED BY CITY	
	ADA ACCESSIBLE REDWOOD PICNIC TABLE MATERIAL: CON-HEART REDWOOD, EIGHT-FOOT 3" MANUFACTURED BY COUNTY OF SONOMA (707) 565-8900 MATERIAL SUPPLIED BY CITY	
	SERVING TABLE SIGNATURE SERIES PICNIC TABLE SG207D - MULTI-PEDESTAL # TOP ONLY 38" MOUNTING HEIGHT (TABLE ONLY) IN-GROUND MOUNTS COLOR AND PATTERN: PERFORATED, BROWN AVAILABLE FROM WABASH VALLEY MFG. (800) 233-8619	
	LARGE CHARCOAL GRILL MANUFACTURED BY: PILOT ROCK MODEL: D2-48 SERIES (800) 763-5002, INSTAL PER MFR MATERIAL SUPPLIED BY CITY	
	SMALL CHARCOAL GRILL AVAILABLE FROM PILOT ROCK MODEL: B-24 SERIES (800) 763-5002, INSTAL PER MFR MATERIAL SUPPLIED BY CITY	
	SHADE STRUCTURE MODEL NUMBER 3532, 12' HEXAGONAL SHADE FABRIC COLOR: ARIZONA POST COLOR: BROWN AVAILABLE FROM GAME TIME (800) 235-2440 BASE BID - SOUTH LOCATION ADD ALT #1 - NORTH LOCATION	
	SE SHOW/EDGE AT TURF	
	SPACING	
	POINT OF BEGINNING	
	FACE OF BUILDING	
	TYPICAL	
	EQUAL	
	MINIMUM	
	CLEARANCE	
	CONTINUOUS	
	SEE CIVILS DRAWINGS	
	SEE ARCHITECTS DRAWINGS	
	SEE ELECTRICAL DRAWINGS	
	SIMILAR	
	RADIUS - ALL RADII GIVEN FOR WALLS ARE DIMENSIONED TO OUTSIDE OF WALLS	
	ALIGN	
	CENTER LINE	
	EXPANSION JOINT	
	PLANTING AREA	

GENERAL NOTES

- THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF ENGINEER.
- EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH AND/OR STRUCTURE IS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE PLANS FROM THE APPROPRIATE AGENCIES.
- THE CONTRACTOR SHALL TAKE EFFECTIVE ACTION TO PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM HIS FAILURE TO DO SO.
- THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY.
- THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF JOB SITE.
- ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTORS NEGLIGENCE WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND EXPENSE BASIS AND PAID FOR BY THE CONTRACTOR.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD DUE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST THREE (3) WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.) AT 800-233-3450. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTORS FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER OR UTILITY AGENCY REPRESENTATIVE, AT THE CONTRACTORS SOLE EXPENSE.
- ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY REPRESENTATIVE INCLUDING FEES, BONDS, PERMITS AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE UTILITY COMPANY. THE OWNER SHALL PAY THE COST OF ALL SUCH RELOCATION WORK INCLUDING FEES, BONDS, PERMITS, ETC.
- IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 50 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEAEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEAEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
- THE USE OR INSTALLATION OF ANY MATERIAL OR EQUIPMENT WHICH IS MADE FROM OR WHICH CONTAINS ASBESTOS FOR USE IN THE CONSTRUCTION OF THESE IMPROVEMENTS IS NEITHER SPECIFIED NOR RECOMMENDED. ANY PARTY INSTALLING OR USING ANY PARTY SUCH MATERIALS OR EQUIPMENT SHALL BE SOLELY RESPONSIBLE FOR ALL INJURIES, DAMAGES, OR LIABILITIES OF ANY KIND, CAUSED BY THE USE OF SUCH MATERIALS OR EQUIPMENT.
- THE CONTRACTOR SHALL MEET AND FOLLOW ALL NPDES REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CITY ENGINEER AT FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PUBLIC SAFETY AND SAFETY OF EXISTING STRUCTURES. THE CONTRACTOR SHALL PROVIDE ADEQUATE BARRICADES, TRAFFIC CONTROLS, SHORINGS, BRACING AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE SPECS AND LOCAL SAFETY ORDINANCES.
- ALL APPLICABLE REQUIREMENTS OF THE CALIFORNIA CONSTRUCTION AND GENERAL INDUSTRY SAFETY EMERGS, THE OCCUPATIONAL SAFETY AND HEALTH ACT AND THE CONSTRUCTION SAFETY ACT SHALL BE MET.
- ALL CONSTRUCTION PROCEDURES SHALL CONFORM TO CAL-OSHA STANDARDS. ANY DEVIATION MUST BE APPROVED BY CAL-OSHA PRIOR TO CONSTRUCTION.
- ALL SITE WORK SHALL CONFORM TO CITY OF UKIAH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ALL LANDSCAPE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY ORDINANCES AND STANDARD PLANS AND WITH STATE STANDARD SPECIFICATIONS. THE LANDSCAPE IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT. INSPECTIONS SHALL BE SCHEDULED WITH THE PUBLIC WORKS DEPARTMENT AT LEAST TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO REQUIRED INSPECTION.
- ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION OF THE REVISION.
- RECORD DRAWINGS ON MYLAR OF THE LANDSCAPE PLANS INCLUDING ALL CHANGES MADE DURING CONSTRUCTION SHALL BE PROVIDED TO THE CITY ENGINEER AT THE COMPLETION OF THE PROJECT.
- CITY ACCEPTANCE SHALL BE MADE AT FINAL ACCEPTANCE, PROVIDED ALL CORRECTIVE WORK HAS BEEN COMPLETED.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF CITY ACCEPTANCE UNLESS SPECIFIED OTHERWISE.

LAYOUT NOTES

- CONTRACTOR SHALL VERIFY ALL UTILITIES, GRADES, EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. ALL DISCREPANCIES OR QUESTIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.
- ALL WRITTEN DIMENSIONS SUPERCEDE ALL SCALED DISTANCES AND DIMENSIONS. DIMENSIONS SHOWN ARE FROM THE FACE OF THE BUILDING, WALL, BACK OF CURB, EDGE OF WALK, PROPERTY LINE, OR CENTERLINE OF COLUMN UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL DIMENSIONS AT BUILDING ARE TO FACE OF BUILDING. ALL DIMENSIONS AT ROADWAY ARE TO FACE OF CURB.
- ALL ANGLES ARE 45 DEGREE, 90 DEGREE, OR 135 DEGREE UNLESS OTHERWISE NOTED.
- ALL CURVES AND ALL TRANSITIONS BETWEEN CURVES AND STRAIGHT EDGES SHALL BE SMOOTH.
- ALL RETURN RADII AND CURB DATA ARE TO FACE OF CURB.
- WHENEVER BOTTOM OF WALL (BW) ELEVATION IS GIVEN, IT IS FINISH PAVEMENT OR GRADE ELEVATION AT FACE OF WALL.
- SCORE LINES IN SIDEWALKS SHALL BE SPACED TO EQUAL THE WIDTH OF THE WALKWAY, UNLESS OTHERWISE SHOWN. EXPANSION JOINTS IN SIDEWALKS SHALL BE 10 ON CENTER MAXIMUM.
- EXPANSION JOINTS IN CONCRETE WALLS SHALL BE AT 40' O.C. MAXIMUM.
- BUILDING LAYOUT AND LOCATION, SIDEWALK, CURB AND GUTTER, GRADING AND DRAINAGE IS BASED ON DRAWINGS PREPARED BY THE ARCHITECT AND THE CIVIL ENGINEER.
- STATIONING HEREON IS ALONG CONSTRUCTION CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED.
- ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTORS NEGLIGENCE WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND EXPENSE BASIS AND PAID FOR BY THE CONTRACTOR.
- SEE IRRIGATION DRAWINGS FOR GENERAL SYSTEM REQUIREMENTS AND FOR LOCATION OF IRRIGATION MAINLINE PIPING. SLEEVES TO ACCOMMODATE IRRIGATION PIPING, SIZED AS NEEDED, SHALL BE IN PLACE UNDER AND THROUGH SLABS AND WALLS PRIOR TO POURING.
- PROVIDE CONTINUOUS HEADERS AT THE EDGES OF ALL AC PAVING, SHRUB AREAS, LAWN AREAS, DECOMPOSED GRANITE WHERE IT IS NOT CONSTRAINED BY A CONCRETE PAVING OR MOW BAND.
- ALL CONCRETE PAVEMENTS SHALL BE DOWELED INTO CURBS, SIDEWALKS, AND BUILDING FOUNDATIONS.
- REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION, SECTIONS, REINFORCEMENT, AND PREPARATION. IN CASE OF DISCREPANCY THE GEOTECHNICAL REPORT SHALL GOVERN.
- ALL TYPICAL DETAILS SHALL APPLY UNLESS NOTED OTHERWISE.
- ANY AND ALL WORK WITHIN CITY RIGHT OF WAY SHALL CONFORM TO ALL CITY STANDARD DETAILS AND SPECIFICATIONS.
- CONCRETE FOOTINGS INSTALLED FOR ALL SITE FURNISHINGS, SPORTS EQUIPMENT, ETC. IN DECORATIVE PAVEMENT, ASPHALT PAVING, DECOMPOSED GRANITE, CONCRETE PAVING, AND PLANTERS SHALL BE HELD BELOW GRADE.
- ALL EXISTING ITEMS TO REMAIN SHALL BE PROTECTED AS REQUIRED. ANY DAMAGED ITEMS SHALL BE FULLY REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE TO THE FULL SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH OPERATIONS.
- ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON HORIZONTAL MEASUREMENTS.
- ALL PATTERNS, LINE TYPES, AND SYMBOLS SHOWN WITHIN THE PLAN SET REFERENCE THE LAYOUT LEGEND AND ARE PART OF THE SCOPE OF WORK. CALLOUTS ARE SHOWN FOR CLARIFICATION OF WORK, BUT DO NOT INDICATE EVERY AND ALL INSTANCES OF SUCH WORK. THE CONTRACTOR SHALL REQUEST CLARIFICATION TO ANY ITEMS (INCLUDING BUT NOT LIMITED TO PAVING, WALLS, FINISHES, COLORS, FENCING, FOUNTAINS, POTS, AND SITE FURNITURE) NOT CLEARLY IDENTIFIED TO BE PART OF THE SCOPE OF WORK PRIOR TO BID.
- CITY TO PROVIDE THE FOLLOWING MATERIALS FOR CONTRACTOR TO INSTALL:
SITE FURNISHINGS SHALL BE MADE AVAILABLE FOR THE CONTRACTOR TO PICK UP AT THE CITY FACILITY:
(1) REDWOOD PICNIC TABLES
(2) ADA ACCESSIBLE REDWOOD PICNIC TABLES
(3) SMALL CHARCOAL GRILL
(4) LARGE CHARCOAL GRILL
(1) NORTH LOCATION SHADE STRUCTURE (BASE BID)
(1) SOUTH LOCATION SHADE STRUCTURE (ADD ALT #1)
(1) SERVING TABLE.
- CONTRACTOR TO MODIFY AND ADJUST IRRIGATION AFTER GRADING AND PAVING.
- CONTRACTOR TO SEED AND MAINTAIN LAWN THROUGH ESTABLISHMENT.
- SEE CIVIL ENGINEERS PLANS FOR ADDITIONAL INFORMATION.

NAME: RAU AND ASSOCIATES INC.
STREET ADDRESS: 100 NORTH PINE STREET
CITY: UKIAH, CA 95402
PHONE: 707.462.6535

DEMOLITION NOTES

- CITY TO REMOVE AND SALVAGE EXISTING PICNIC TABLES AND BBQ PRIOR TO CONTRACTOR MOBILIZATION.
- CONTRACTOR TO STUB (B) IRRIGATION AS NEEDED AND FIELD ADJUST HEADS AS PART OF BASE CONTRACT. AUTOMATIC IRRIGATION SHALL BE FULLY OPERATIONAL AND PROVIDE HEAD-TO-HEAD COVERAGE FOR ALL TURF AREAS WITH MINIMAL OVERSPRAY. IN CONTRACTOR SHALL MAINTAIN EXISTING ADJACENT LAWN TO REMAIN IN QUALITY CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.

TREE PROTECTION NOTES:

- EXISTING TREES WITHIN THE LIMITS OF WORK SHALL BE PROTECTED PER THE CITY TREE MANAGEMENT GUIDELINES AND POLICIES.
- PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITY IN THE AREA, INCLUDING GRADING, TEMPORARY PROTECTIVE FENCING SHALL BE INSTALLED AT EACH SITE. FENCING SHALL BE LOCATED AT OR BEYOND THE CANOPY DRIP LINE SO THAT 100% OF THE DRIP LINE WILL BE PROTECTED BY FENCING TO REDUCE SOIL COMPACTION FROM EQUIPMENT.
- THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES AS NEEDED PER ARBORISTS RECOMMENDATIONS TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. SIX FEET DIAMETER, MINIMUM, BY SIX INCH TALL EARTH BERMS SHALL BE CONSTRUCTED AT THE BASE OF EACH TREE TO FUNCTION AS TEMPORARY WATERING BASINS DURING THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO WEATHER AND TREE REQUIREMENTS. APPROVED MULCH OF 1-1.5 INCH SIZED WOOD CHIPS SHALL BE PLACED AT A DEPTH OF 4 INCHES WHERE NO EXCAVATION IS TO OCCUR IN THE VICINITY OF THE TREES TO BE PROTECTED.
- THE TREE PROTECTION FENCE SHALL BE 6' HIGH SNOW FENCE WITH IMMOVABLE POSTS. THE FENCING SHALL FORM A CONTINUOUS BARRIER WITHOUT ENTRY POINTS AROUND EACH TREE. ANY ENCROACHMENT INTO THE DRIP LINE FOR FENCING OR CONSTRUCTION PURPOSES SHALL NOT BE PERMITTED.
- LOW HANGING LIMBS OF SAVED TREES SHALL BE PRUNED PRIOR TO GRADING, OR ANY EQUIPMENT MOBILIZATION ON SITE. THE PURPOSE OF THIS REQUIREMENT IS TO AVOID TEARING LIMBS BY HEAVY EQUIPMENT. ALL LIMBS TO BE PRUNED SHALL BE SUPERVISED BY THE ARBORIST OF RECORD FOR THE JO.
- THIS FENCING SHALL SERVE AS A BARRIER TO PREVENT DRIP LINE ENCROACHMENT OF ANY TYPE OF CONSTRUCTION ACTIVITIES AND EQUIPMENT OR OILS, GAS, CHEMICALS, LIQUID WASTE, SOLID WASTE, CONSTRUCTION MACHINERY OR CONSTRUCTION MATERIALS SHALL BE STORED OR ALLOWED TO STAND FOR ANY PERIOD OF TIME WITHIN THE DRIP LINE OF THE TREE. FURTHER, NO ONE SHALL ENTER THE FENCE PERIMETER FOR ANY REASON EXCEPT FOR THE PURPOSE OF MONITORING THE HEALTH OF THE TREE. ACCIDENTAL DAMAGE TO BARK, ROOT CROWN, OR LIMBS MAY INCREASE POTENTIAL FOR FUTURE DECLINE.
- CONTRACTORS AND SUBCONTRACTORS SHALL DIRECT ALL EQUIPMENT AND PERSONNEL TO REMAIN OUTSIDE THE FENCED AREA AND AT ALL TIMES UNTIL PROJECT IS COMPLETE, AND SHALL INSTRUCT EMPLOYEES AS TO THE PURPOSE AND IMPORTANCE OF FENCING.
- A TREE PROTECTION ZONE SIGN SHALL BE POSTED AT EACH TREE INDICATING THE PURPOSE OF THE FENCING.
- THE ARBORIST OF RECORD FOR THE JOB OR THE CITY ARBORIST SHALL BE RESPONSIBLE FOR INSPECTION AND APPROVAL OF THE FENCING PRIOR TO ANY GRADING OPERATIONS.
- FENCING MUST REMAIN IN PLACE AND SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED. THIS SHALL INCLUDE GRADING AND COMPACTION ACTIVITIES. INSTALLATION OF UNDERGROUND, ALL CONSTRUCTION ACTIVITIES AND ANY OTHER CONSTRUCTION OR ACTIVITY WHICH IS SCHEDULED PRIOR OR LANDSCAPE INSTALLATION.
- ROOTS OF SINGLE STANDING TREES OFTEN EXTEND UP TO THREE TIMES THE DISTANCE OF THE ACTUAL DRIP LINE AND FUNCTION PRIMARILY IN THEY UPTAKE OF NUTRIENTS AND WATER. THE DRIP LINE IS ARBITRARILY ESTABLISHED AS THE MINIMUM ROOT AREA GENERALLY REQUIRED TO PRESERVE TREE HEALTH. AS MUCH AREA AROUND THE CIRCUMFERENCE OF THE TREE SHOULD HAVE MINIMUM INTRUSION TO FURTHER INSURE TREE SURVIVAL AND HEALTH.
- UNAUTHORIZED TREE REMOVAL IS SUBJECT TO IN-KIND REPLACEMENT EQUAL TO THE VALUE OF THE MATURE RESOURCE LOST, AS DETERMINED BY THE CITY.
- NO MECHANICAL TRENCHING SHALL OCCUR WITHIN THE TREE PROTECTION ZONE. ANY EXCAVATION IF REQUIRED SHALL BE BY HAND, AIR SHOE OR BY VACUUM. CUTTINGS OF ANY ROOTS OVER 3" DIA SHALL BE REMOVED BY AN ARBORIST.
- SEE TREE PRESERVATION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL CONTRACT WITH AN ARBORIST AS REQUIRED TO ENSURE PROPER TREE HEALTH. IF A PROJECT ARBORIST OR CITY ARBORIST HAS NOT BEEN CONTRACTED.



GATES
+ASSOCIATES

LANDSCAPE ARCHITECTURE
LAND PLANNING • URBAN DESIGN

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P: 925.724.4114 www.gatesa.com

OAK MANOR PARK

UKIAH



ISSUE	DESCRIPTION	DATE
ISSUE 1	1 SUBMITTAL	10/02/15
ISSUE 2	2 SUBMITTAL	10/27/15
ISSUE 3	3 SUBMITTAL	11/06/15

PROJECT NUMBER:	4965 01
DRAWN:	PHH
CHECK:	TY
DATE:	10/02/2015
SCALE:	1"=20'-0"



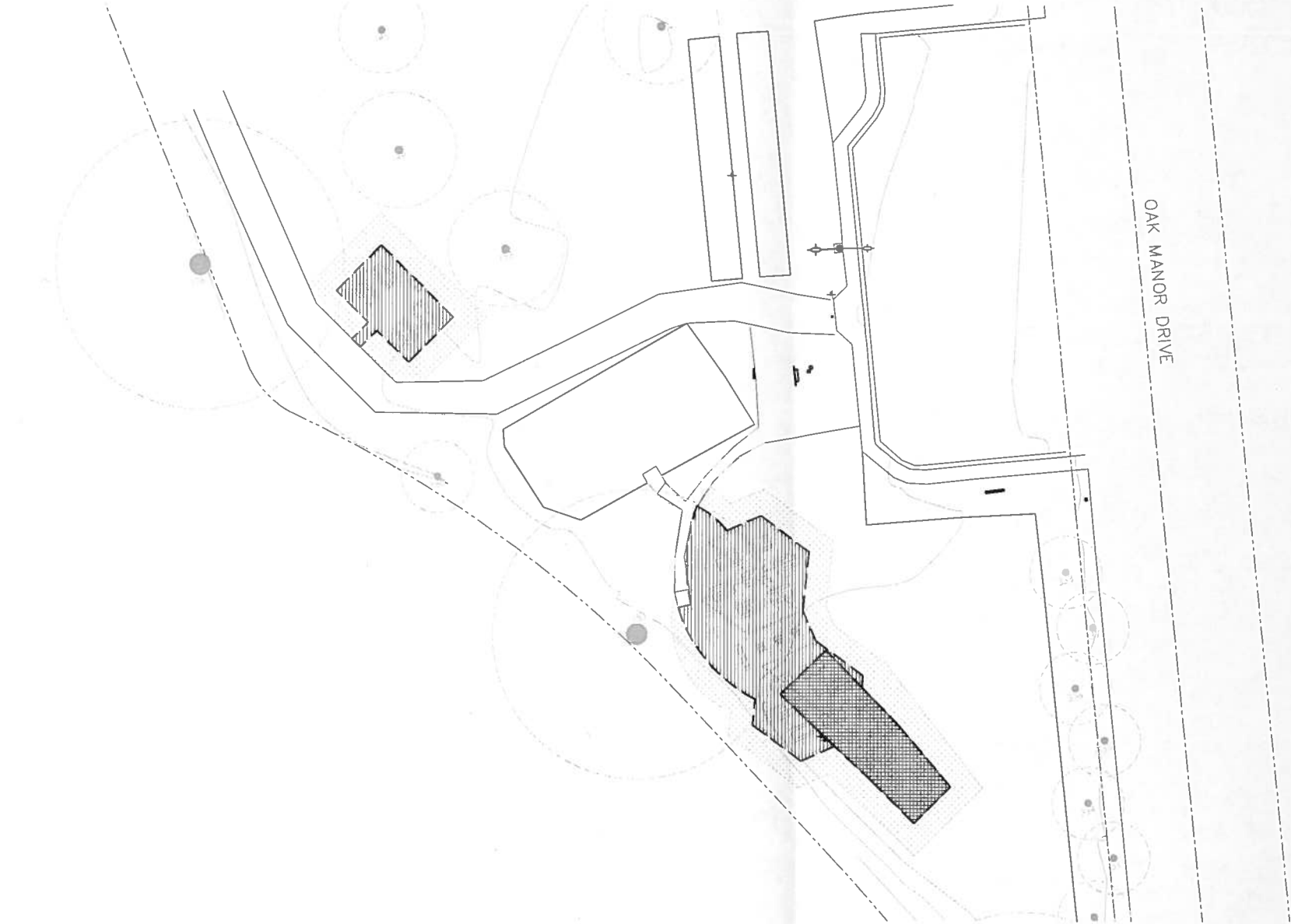
COVER SHEET
& NOTES AND LEGEND

L0.1

1 of 4

SHEET INDEX

L0.1	COVER SHEET & NOTES AND LEGEND
L1.1	DEMO PLAN
L2.1	LAYOUT AND GRADING PLAN
L3.1	CONSTRUCTION DETAILS



LEGEND:

- APPROXIMATE LIMIT OF WORK
- EXISTING TURF TO BE REMOVED BY CONTRACTOR/ EXCAVATE AND OFF-HAUL SPOILS AS NEEDED
- EXISTING PAVING TO BE REMOVED BY THE CITY
- APPROXIMATE LIMIT OF TURF/ GRADING REPAIR, TYP.



EXISTING TREE INVENTORY		
TREE #	TREE TYPE	
145	48" REDWOOD	REMAIN
149	48" REDWOOD	REMAIN
152	60" REDWOOD	REMAIN
176	72" OAK	REMAIN
180	12" OAK	REMAIN
183	60" OAK	REMAIN *
368	60" OAK	REMAIN

* CONTACT CITY ARBORIST FOR APPROVAL OF ANY CONSTRUCTION ACTIVITIES, WITHIN THE TREE PROTECTION ZONE



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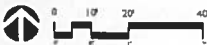
OAK MANOR PARK

UKIAH



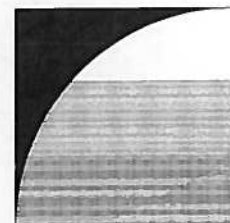
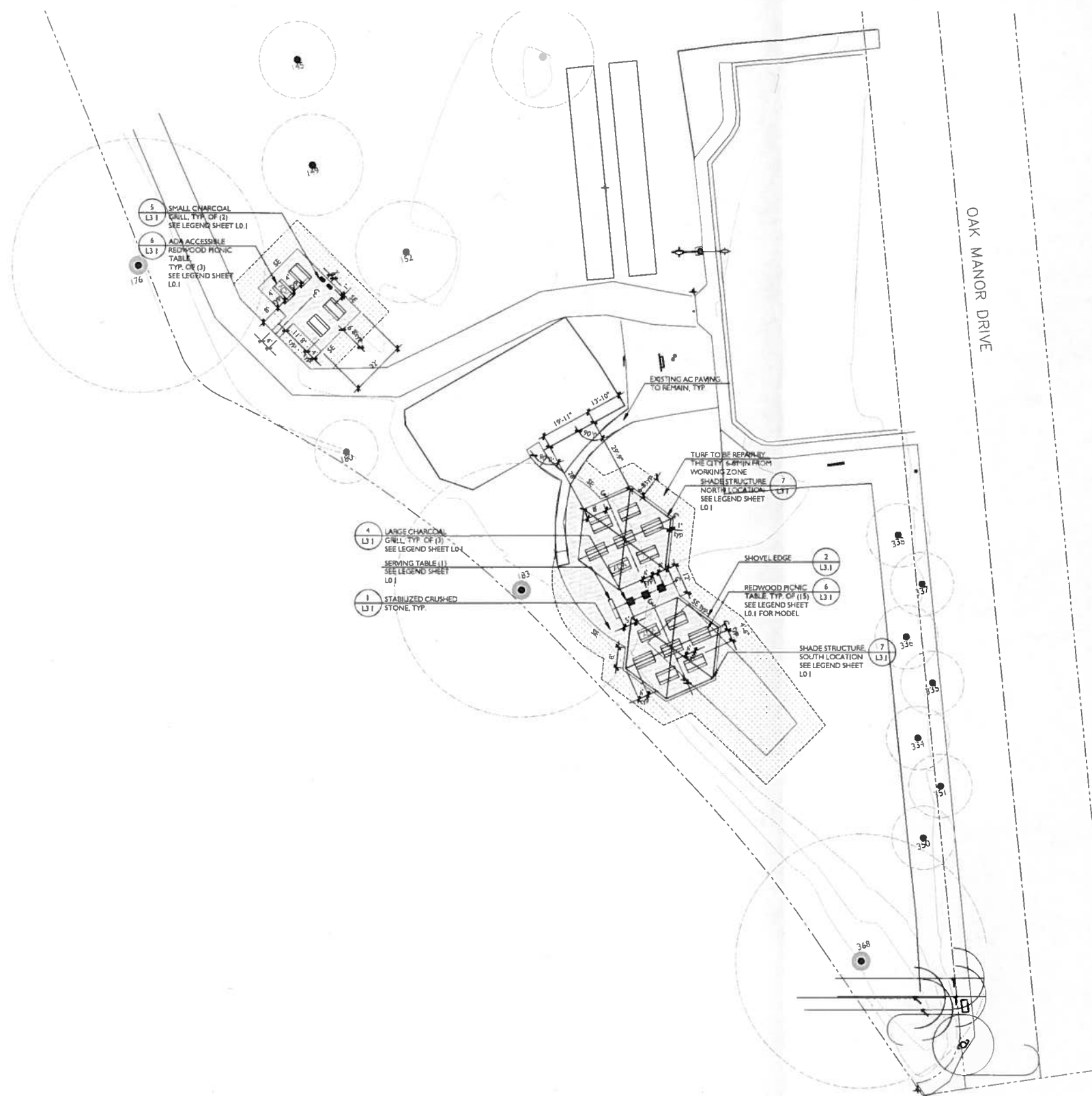
ISSUE	DESCRIPTION	DATE
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ISSUE 2	2 SUBMITTAL	10/27/15
ISSUE 3	3 SUBMITTAL	11/06/15

PROJECT NUMBER:	4965 01
DRAWN:	TM
CHECK:	TY
DATE:	10/02/2015
SCALE:	1"=20'-0"



DEMO PLAN

LI.I



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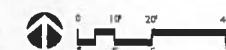
OAK MANOR PARK

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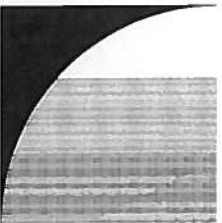
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ISSUE 2	2 SUBMITTAL	10/27/15
ISSUE 3	3 SUBMITTAL	11/06/15

PROJECT NUMBER: 4963 01
 DRAWN: PMH
 CHECK: TY
 DATE: 10/02/2015
 SCALE: 1"=20'-0"



LAYOUT
 PLAN

L2.1



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OAK MANOR PARK

UKIAH



ISSUE	DESCRIPTION	DATE
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ISSUE 2	2 SUBMITTAL	10/27/15
ISSUE 3	3 SUBMITTAL	11/06/15

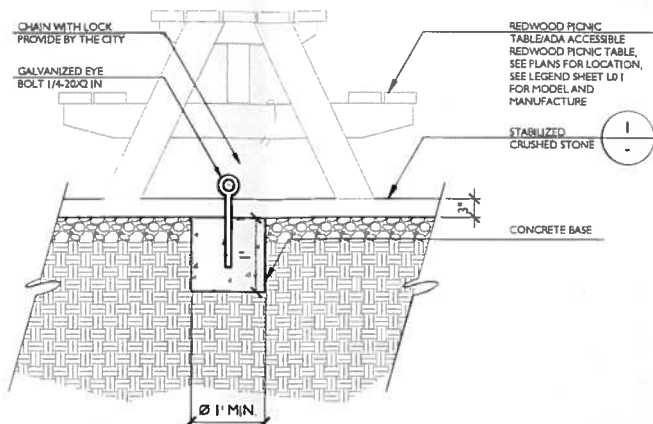
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CHECK: TY
DATE: 10/02/2015
SCALE:



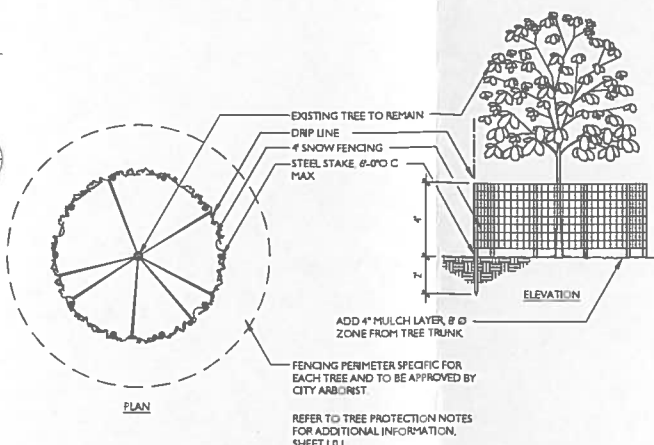
COVER SHEET
CONSTRUCTION DETAILS

L3.1

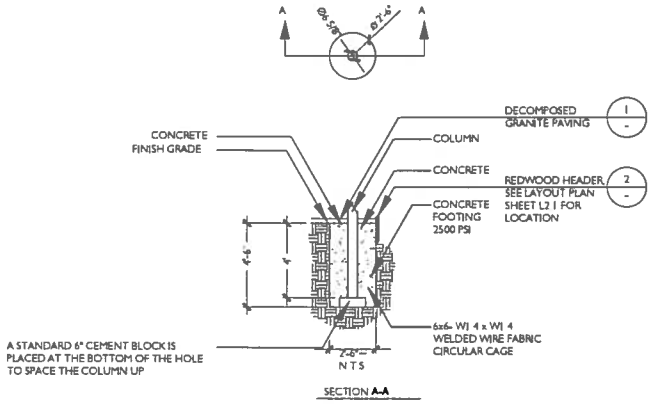
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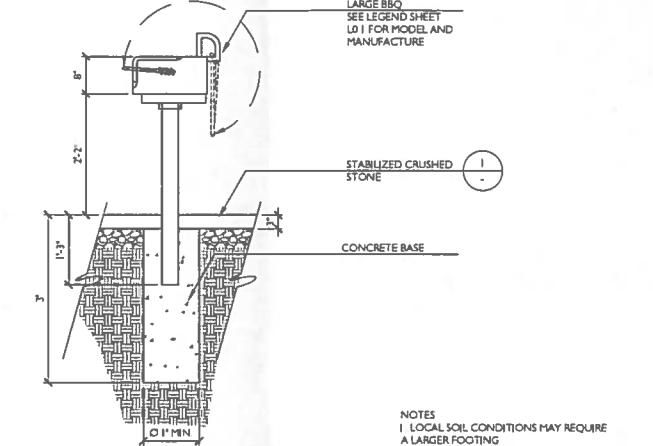
6 REDWOOD PICNIC TABLE
SCALE: 1" = 1'-0"



3 EXISTING TREE PROTECTIVE FENCING
SCALE: 1/4" = 1'-0"

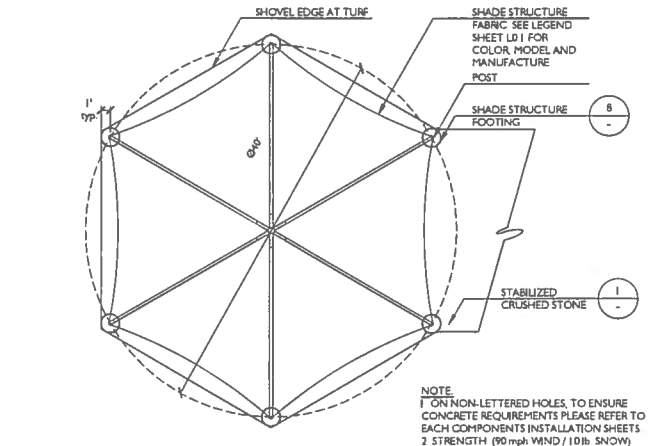


8 SHADE STRUCTURE FOOTING
SCALE: 1/4" = 1'-0"

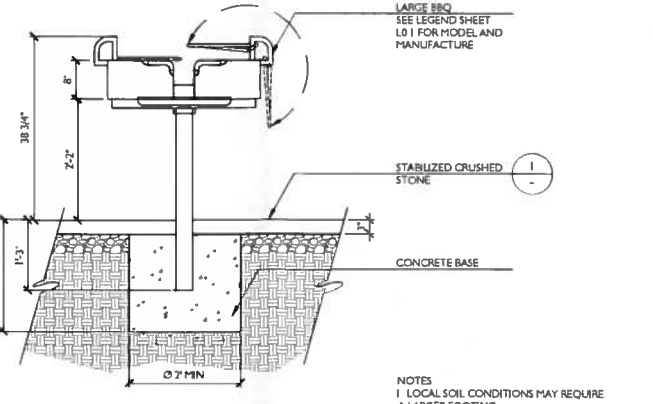


5 SMALL CHARCOAL GRILL
SCALE: 3/4" = 1'-0"

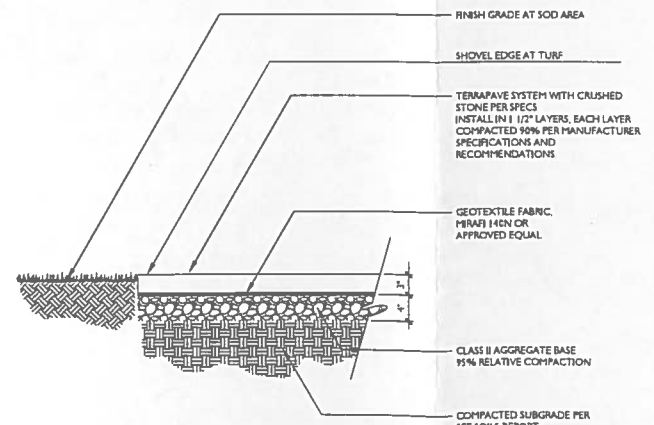
OPEN



7 SHADE STRUCTURE
SCALE: 1/8" = 1'-0"



4 LARGE CHARCOAL GRILL
SCALE: 3/4" = 1'-0"



1 STABILIZED CRUSHED STONE
SCALE: 1" = 1'-0"

BID RESULTS - SPEC 15-18 - Oak Manor Park														
Owner: City of Ukiah														
Bid Opening: 12/10/15					Siri Grading & Paving, Inc.		Pacific Underground Services		Neary Landscape Inc.		Johnson's Custom Landscape		Gregg Simpson Trucking	
Prepared by Mary Horger, Purchasing Supervisor			PO Box 3638 Santa Rosa, CA 95402		3881 Martha Drive Martinez, CA 94553		PO Box 249 Cotati, CA 94931		591 Riverside Dr Ukiah, CA 95482		11 Highland Ct Ukiah, CA 95482			
Base Bid														
Item #	Item Description	QTY	UDM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	DEMO, CLEANING AND GRUBBING	4000	SF	\$4.00	\$16,000.00	\$5.00	\$20,000.00	\$5.00	\$20,000.00	\$5.40	\$21,600.00	\$8.50	\$34,000.00	
2	FINE GRADING	4000	SF	\$2.25	\$9,000.00	\$1.00	\$4,000.00	\$0.50	\$2,000.00	\$4.40	\$17,600.00	\$6.50	\$26,000.00	
3	PAVING	4000	SF	\$9.00	\$36,000.00	\$9.00	\$36,000.00	\$10.00	\$40,000.00	\$9.80	\$39,200.00	\$10.25	\$41,000.00	
4	INSTALLATION	1	EA	\$12,500.00	\$12,500.00	\$26,420.00	\$26,420.00	\$20,000.00	\$20,000.00	\$26,609.00	\$26,609.00	\$13,848.00	\$13,848.00	
5	TURF & IRRIGATION REPAIR	1	LS	\$10,700.00	\$10,700.00	\$2,000.00	\$2,000.00	\$16,300.00	\$16,300.00	\$3,216.00	\$3,216.00	\$10,200.00	\$10,200.00	
Bid List					\$84,200.00		\$88,420.00		\$98,300.00		\$108,225.00		\$125,048.00	
ADD ALT 1														
Item #	Item Description	QTY	UDM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
6	INSTALLATION OF NORTH SHADE STRUCTURE	1	EA	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$10,420.00	\$10,420.00	\$577.00	\$577.00	
Bid List					\$8,000.00		\$8,000.00		\$12,000.00		\$10,420.00		\$577.00	
Total Bid Amount					\$92,200.00		\$96,420.00		\$110,300.00		\$118,645.00		\$125,625.00	
Listed Subs			Fieldstone Construction Company 5915 Faught Rd Santa Rosa, CA 95403		NONE LISTED		NONE LISTED		NONE LISTED		A to Z Construction 4300 N State Street Ukiah, CA Fine Line Striping, Inc. 3831 Mt Vernon Road Sebastopol, CA			