



City Council Regular Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

August 2, 2017 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. [Presentation of Employee Recognition Awards.](#)

Recommended Action: Receive a presentation of the Employee Recognition Awards.

[None](#)

3.b. [Annual Update and Presentation Regarding Visit Ukiah.](#)

Recommended Action: Receive presentation

[None](#)

3.c. [Introduction of New Employee - Kippi Dayton, Payroll Specialist.](#)

Recommended Action: Welcome new team member to the City of Ukiah.

3.d. [Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.](#)

Recommended Action: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

[Attachment 22 UVSD City Legal Cost Summary 6-30-17.](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Minutes of July 19, 2017, a Regular Meeting.](#)

Recommended Action: Approve Minutes of July 19, 2017, a Regular Meeting, as submitted.

[Attachment 1 - Minutes of July 19, 2017 - Regular Meeting](#)

- 5.b. [Minutes of July 27, 2017, a Special Meeting.](#)

Recommended Action: Approve Minutes of July 27, 2017, a Special Meeting, as submitted.

[Attachment 1 - Minutes of July 27, 2017 - Special Meeting](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

- 7.a. [Adoption of Ordinance of the City Council of the City of Ukiah Adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, Prohibiting Smoking within Certain City Owned Parks and/or City Sponsored Events.](#)

Recommended Action: Adopt Ordinance of the City Council of the City of Ukiah adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, prohibiting smoking within certain City owned parks and/or City sponsored events.

[Attachment 1 - Ordinance](#)

- 7.b. [Adoption of Ordinance Amending Division 1, Chapter 4, Article 4, Section 1153 Regarding Compensation to Planning Commission Members.](#)

Recommended Action: Adopt Ordinance amending Division 1, Chapter 4, Article 4, Section 1153 regarding compensation to Planning Commission Members.

[Attachment 1 - Proposed Ordinance](#)

- 7.c. [Authorization for the City Manager to Negotiate and Execute an Amendment to the Existing Contract with Borismetrics Inc. for an Additional Five Years to Assist the Ukiah Electric Utility with Regulatory Compliance and Market Analysis Support in the amount not to exceed \\$50,000 per Year. \(EUD\)](#)

Recommended Action: Authorize the City Manager to negotiate and execute an amendment to an existing contract with Borismetrics Inc. for an additional five years to assist the Ukiah Electric Utility with Regulatory Compliance and Market Analysis support in the amount not to exceed \$50,000/year. (EUD)

[Attachment 1 - Borismetrics Original Contract](#)

- 7.d. [Notification to City Council of the Contract #1617-220, and Subsequent Amendment 1, for the Inspection, Report and Repairs to the Hydro Unit #1 and Unit #2 Wicket Gates for the Electric Utility Department to Lee Mechanical, Inc. in the Total Amount of \\$12,038.53. \(EUD\)](#)

Recommended Action: Receive report on the contract #1617-220 for services with Lee Mechanical, Inc. to provide inspection, report and repairs at the Hydroelectric Plant in the amount of \$12,038.53.

None

- 7.e. [Award Purchase of One New 2017 Toyota Highlander Hybrid to Thurston Auto Plaza, Ukiah, California in the Amount of \\$43,500.00. \(EUD\)](#)
Recommended Action: Award purchase of one new 2017 Toyota Highlander Hybrid to Thurston Auto Plaza, Ukiah, California in the amount of \$43,500.00. (EUD)
[Attachment 1 - Fleet Vehicle Justification for 2017 Toyota Hybrid](#)
- 7.f. [Award Purchase Order for Repair Services to Solomon Corporation of Solomon, Kansas to Repair Two \(2\), Cooper VFI9 Three Phase Switchgear for the Electric Utility Department for a Total Not to Exceed an Amount of \\$30,000 Including all Taxes and Freight Charges. \(EUD\)](#)
Recommended Action: Award the purchase order for repairs in the amount of not to exceed \$30,000 to Solomon Corporation of Solomon, Kansas for the repair of Two (2), Cooper VFI9 Three Phase Switchgear for the Electric Utility Department for a Total Not to Exceed an Amount of \$30,000 Including all Taxes and Freight Charges.
[Attachment 1 - Bid Tabulation](#)
- 7.g. [Authorize the City Manager to Negotiate and Execute a Visit Ukiah Contract with Sunset Magazine in Amount of \\$41,690, to be Paid Out of Measure X Funds \(Hotel Bed Tax\).](#)
Recommended Action: Authorize the City Manager to negotiate and execute an advertising contract for Visit Ukiah with Sunset Magazine in the amount of \$41,690, to be paid from Measure X funds (hotel bed tax).
- 7.h. [Adopt Resolution and Related Documents Authorizing Execution and Delivery of Site Lease and Financing Lease with California Infrastructure and Economic Development Bank \("I-Bank"\).](#)
Recommended Action: Approve and adopt a resolution approving documents of the Site Lease and Financing Lease associated with I-Bank financing, as well as authorize the execution thereof and the closing of the financing with I-Bank.
[Attachment 1 - Ukiah Site Lease](#)
[Attachment 2 - Ukiah Financing Lease](#)
[Attachment 3 - Resolution Authorizing I-Bank Financing Ukiah 2017](#)
- 7.i. [Notification to City Council of the Purchase of Professional Temporary Building Inspection Services from Coastland Civil Engineering, Inc. in the amount of up to \\$20,000 and Authorize the City Manager to Negotiate and Execute an Amendment to Said Contract with Coastland Civil Engineering, Inc. to Extend the Contract Time of Completion to September 1, 2017.](#)
Recommended Action: Authorize the City Manager to negotiate and execute an amendment to the contract with Coastland Civil Engineering, Inc. to extend the contract time of completion to September 1, 2017.

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

- 12.a. [Adoption of an Accessory Dwelling Unit Ordinance Adding and Amending Various Sections of the Ukiah City Code to Comply with California Government Code Section 65852.2 Regulating Accessory Dwelling Units.](#)
Recommended Action: Adopt Ordinance of the City Council of the City of Ukiah adding and amending various sections of the Ukiah City Code to comply with California Government Code Section 65852.2 regulating Accessory Dwelling Units.
[Attachment 1 - Proposed ADU Ordinance](#)
- 12.b. [Award Contract to Granite Construction Company for North State Street Intersection - Low Gap Road / Brush Street, Storm Drain and Signalization Improvements, Specification No. 17-02 and Approval Corresponding Budget Amendment.](#)
Recommended Action: 1) Award contract for North State Street Intersection - Low Gap Road / Brush Street, Storm Drain and Signalization Improvements, Specification No. 17-02 base bid to Granite Construction Company, the lowest responsive, responsible bidder based on bids submitted on July 25, 2017. 2) Approve corresponding budget amendment.
[Attachment 1 - Bid Tab - Spec 17-02 N State Street Intersection - Low Gap Road_Brush Street](#)
[Attachment 2 - SPEC NO 17-02 Specifications](#)
[Attachment 3 - SPEC NO 17-02 Plans](#)

13 NEW BUSINESS

- 13.a. [Review and Consideration of a Draft Response to Grand Jury Report - Formula Business Restriction.](#)
Recommended Action: Approve response to Grand Jury report for transmission to the Grand Jury.
[Attachment 1 - 6-22-17 Grand Jury Report.pdf](#)
[Attachment 2 - Response to Grand Jury Report.pdf](#)
- 13.b. [Consideration of Nominations and Possible Adoption of Resolution Making Appointments to the Airport Commission; Parks, Recreation, and Golf Commission \(PRGC\); and the Paths, Open Space, and Creeks Commission \(POSCC\).](#)
Recommended Action: Approve the listed table of nominations and associated Resolution making appointments to the Airport Commission; Parks, Recreation, and Golf Commission (PRGC); and the Paths, Open Space, and Creeks Commission (POSCC).
[Attachment 1 - Resolution 2014-48.pdf](#)
[Attachment 2 - News Release.pdf](#)
[Attachment 3 - Notice.pdf](#)

Attachment 4 - Applications with Redactions.pdf
Attachment 5 - Nominations.pdf
Attachment 6 - Resolution.pdf

- 13.c. Authorize the City Manager to Negotiate and Execute Agreement(s) for Temporary Building Inspection Services with up to Five Building Inspection Services Firms.

Recommended Action: Authorize the City Manager to negotiate and execute agreement(s) with selected building services firms.

14 CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.

- 14.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 (Palace Hotel)

Recommended Action: Confer in Closed Session
None

- 14.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, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

Recommended Action: Confer in Closed Session
None

- 14.c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: City of Ukiah and Ukiah Unified School District;

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session
None.pdf

- 14.d. Conference with Labor Negotiator
(Government Code Section 54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organization: Administrative and Maintenance Unit

Recommended Action: Confer in Closed Session

None

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.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Presentation of Employee Recognition Awards.

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

None

Summary: Council to receive a presentation of the City of Ukiah Exceptional Employee Awards for the second quarter of 2017.

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employees Program, through a nomination process, recognizes and awards those employees or teams of employees who have truly gone above and beyond.

Discussion: Once each quarter, nominations are considered from the categories of field crews, public safety, and administration. The recipients are as follows:

Julie Webb, Sports Coordinator: Julie was nominated by her peers for her innovation, dedication and leadership throughout the ever changing sports seasons and special events. Her initiative and innovative ideas in implementing new technologies and sports programs, such as online registration and square card reader, and the first ever Shoot-a-thon, were instrumental in their success. Julie is always willing to lend a helping hand and

RECOMMENDED ACTION: Receive a presentation of the Employee Recognition Awards.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

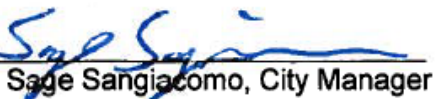
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

often volunteers her time to serve on various committees, such as the City of Ukiah Employee Association.

Greg Owen, Airport Manager; Ken Ronk, Airport Assistant; David Brown, Airport Grounds Maintenance; Rob Walsh, David Marquez, and Jacob Gibson, Airport Attendants: The Airport Team were nominated for their outstanding professionalism and teamwork. They did an exceptional job at coordinating Airport Day and were able to facilitate successful teamwork that extended to multiple departments. Additionally, their professionalism in response to the recent airplane incidents was commended by members of the public and City staff.

Peter Bushby, Fire Captain; and Rebecca Schwenger, Fire Engineer: Captain Bushby and Engineer Schwenger were nominated for their dedication and compassion in service. Their efforts to assist a disabled veteran who was stranded in Ukiah were truly above and beyond the call of duty. Beyond just transporting him to another location, they helped get his wheelchair to Safeway where the battery could be charged, provided him with a bottle of water, and secured his safe transportation back home.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Annual Update and Presentation Regarding Visit Ukiah.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

None

Summary: Visit Ukiah is the destination marketing program for the Ukiah area. As such, a team of City Staff and volunteers manage the Ukiah Visitor Center, run a marketing campaign in popular magazines and visitor guides, and handle various other tourism-related projects. The program is entirely funded by a portion of the transient occupancy tax paid by visitors in Ukiah lodging establishments. The Council will receive a presentation regarding Visit Ukiah's activities and accomplishments over the last year.

Background: In 2007, Ukiah residents voted to increase the transient occupancy tax (TOT) from 8% to 10% in part to create a mechanism for funding the promotion of tourism to the Ukiah area. Originally, the Chamber of Commerce was designated as the administrative agency; however, as the Chamber changed administration and focus, the organization determined that they no longer wished to host the program. In 2011, the City Council determined that the program would be coordinated by City Staff under the direction of the TOT Task Force, which is made up of community volunteers who represent various segments of the tourism industry.

Though TOT revenue is tracked through the lodging establishments only, tourism produces an expansive multiplier effect within the community; restaurants, gas stations, retail shops, business services and more also benefit from increased tourism. In fact, in Mendocino County, the tourism industry employs roughly 6,200 people and generates \$16 million in tax revenue for local governments.

RECOMMENDED ACTION: Receive presentation

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 75012610 - \$128,785

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Transient Occupancy Tax

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

The strength of Ukiah's tourism base is its diversity. The weekday traffic is largely composed of business travel, which is nearly as heavy as the weekend leisure travel. This is largely because Ukiah is an ideal hub for businesses that have Bay Area, Sacramento area, coastal and north county presences; the Conference Center is the epicenter for these gatherings and a critical asset for Ukiah. At the same time, leisure tourism has expanded rapidly, as has Ukiah's reputation as a wedding destination.

Discussion: Since the City's administration of the program, TOT revenue has nearly doubled, and is thus expected to earn over \$1 million for Ukiah's General Fund in fiscal year 2017-18. The remarkable growth of Ukiah's tourism market is noteworthy and has significantly outperformed other local and regional markets.

The total 2017-18 operating budget for the Visit Ukiah program is roughly \$129,000, or 1% of the total TOT revenue, an amount that changes annually based on the actual TOT dollars collected. This budget covers staffing for the Visitor Center, a marketing program that includes magazines like Sunset and VIA, brochure design and printing, website maintenance, postage and office supplies, trade shows, and more.

Staff and the Task Force work hard to maximize the limited budget. Successful programs have included advertising support to help Ukiah-area businesses afford visitor-oriented marketing, sharing trade show costs with partners, and taking advantage of last-minute "remnant ads" that can be shared with other advertisers.

The presentation will include highlights and successes over the last year.

There are no Attachments to this Agenda Item.



The Back Story

- In 2007, Ukiah voters adopted Measure X, which increased the transient occupancy tax (bed tax) from 8% to 10% in order to fund tourism promotion
- Transient Occupancy Tax (TOT) program was originally administered by the Chamber of Commerce and a Task Force of community volunteers; branded Uniquely Ukiah
- In 2011, the Chamber decided to focus on member services; City Council decided that program would be administered by City staff and Task Force.

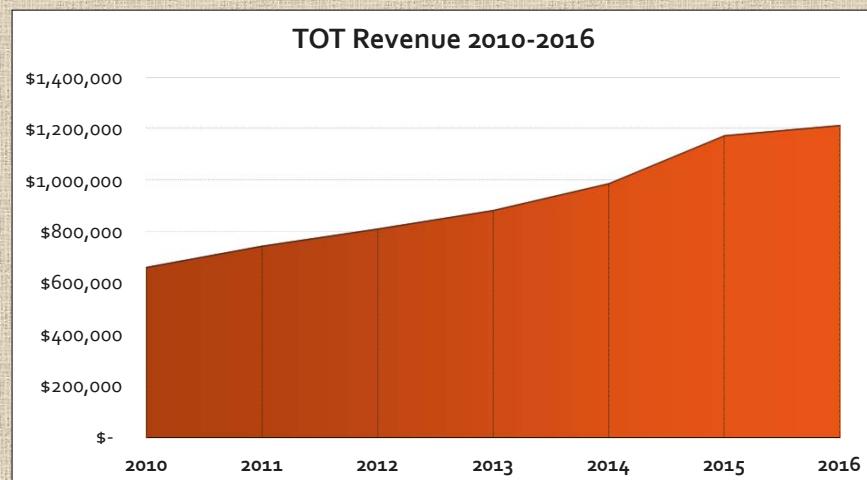
Visit Ukiah Task Force

- **Lodging:** Anil Bhula, Fairfield Inn
- **Art/Culture:** Sheri Smith-Ferri, Grace Hudson Museum Director
- **Visit Mendocino:** Alan Humason, CEO
- **Ukiah Main Street Program:** Lisa Alexander, Executive Director
- **Chamber of Commerce:** Willow Anderson, Executive Director
- **Outdoor Recreation:** Neil Davis, Ukiah Valley Trail Group
- **Wine:** Tom Liden
- **Restaurants:** Craig Stratman, Patrona

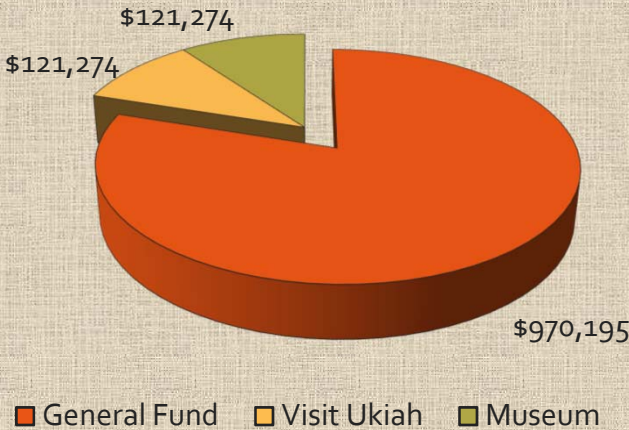
Visitor Center Staff

- Betty Davis
- Mark Winkler

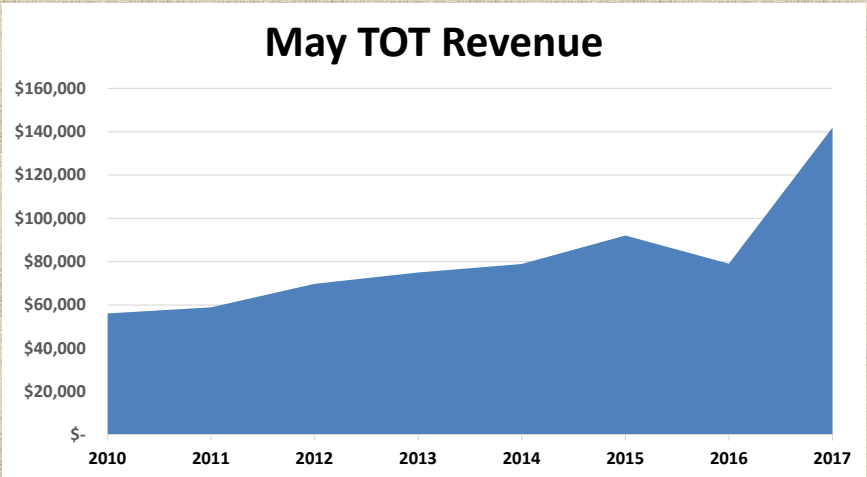
Making Strides



2016 TOT Revenue



When HBO came to town...



What does \$121,000 buy?

- Visitor Center staffing six days per week
- Advertising in Sunset Magazine, VIA, travel guides, etc.
- Brochure design and printing
- Website maintenance
- Postage and office supplies
- Trade shows...and much more!

How does \$121,000 go that far?

- Strategic partnerships with other organizations and local businesses
- Helping local businesses advertise in travel guides
- Share trade show costs with partners
- Discounted, “last-minute” remnant ads

Unique, stand-out brochures

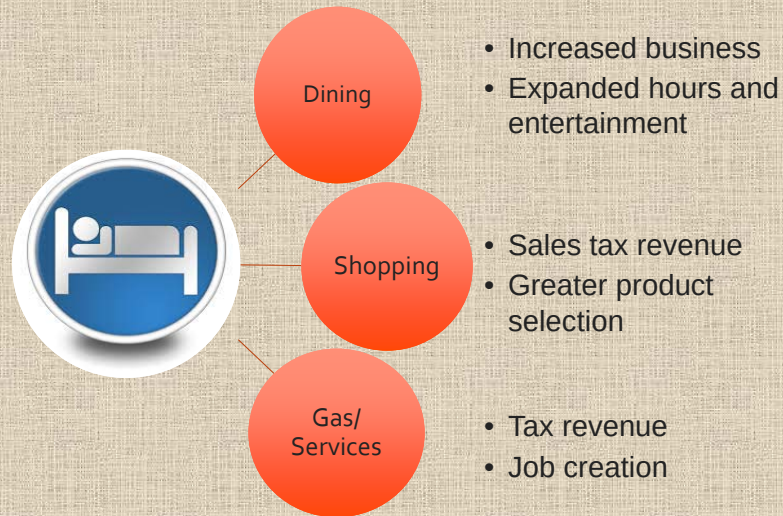


Trade Shows



Shared booth at
Bridal Faire in San
Francisco

The Multiplier Effect of Tourism



VisitUkiah.com

- Launched in February 2013
 - Comprehensive Ukiah-area event calendar
 - Sample itineraries
 - Activity info
 - Historic sites
- Over 50,000 visits per year
- Effectively reaching target demographic

VisitUkiah.com



Effective Magazine Advertising



- Geographically targeted
- Thousands of leads generated & responded to annually
- Full page ads this spring

Next Steps



- Updated website and branding
- Expanded social media presence, including Instagram
- Quarterly newsletters, press releases, etc.

Live Like a Local

- Crowd-sourced images and testimonials from locals about their "perfect day in the Ukiah Valley"
- Will be curated into a digital piece that can be shared with tourism partners
- Last day to enter is August 6th





AGENDA SUMMARY REPORT

SUBJECT: Introduction of New Employee - Kippi Dayton, Payroll Specialist.

DEPARTMENT: Finance

PREPARED BY: Leigh Halvorsen

ATTACHMENTS:

Summary: The Finance Department is pleased to introduce our new Payroll Specialist, Kippy Dayton.

Background: Elizabeth McFarland has retired for the City after fourteen years of outstanding service as the Payroll Specialist. We are please to introduce Kippi Dayton who has been hired as the new Payroll Specialist.

Discussion: Kippi has been a resident of Ukiah for thirty years. She graduated from Ukiah High School and studied at Mendocino College. Prior to coming to work for the City, she performed payroll duties at the Tack Room, Canteen Service, and the Ukiah Unified School District. She is conscientious in her work and has the goal of providing outstanding customer service. Kippi is the proud mother of three children and enjoys scuba diving, kayaking, and camping in her free time.

RECOMMENDED ACTION: Welcome new team member to the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment #21 UVSD City Legal Cost Summary 6-30-17.pdf](#)

Summary: Staff will provide the latest status report on the Ukiah Valley Sanitation District's Litigation against the City of Ukiah related to the operation of the sanitary sewer system.

The City of Ukiah continues to request that the District consider a change in process outside of litigation to resolve the dispute and restore a working relationship, recognizing there is simply too much at stake for the ratepayers, system operations, and the community.

Background: Chronological History of Recent Correspondence and Activity:

In September 2013, the Ukiah Valley Sanitation District (UVSD) filed a claim for damages with the City, and one month later filed its lawsuit. In its lawsuit, the District seeks damages for alleged breaches of the various agreements between the City and the District related to the operation of the sanitary sewer system, starting with the original 1955 agreement.

RECOMMENDED ACTION: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

The lawsuit will have significant adverse financial impacts to both agencies, as well as the ratepayers and the community, and the City is seeking an alternative to litigation to resolve this dispute. Attached is the letter that was sent on September 14, 2016, by the City Council to the District Board, formally requesting that the District drop the lawsuit with terms that would allow the District to refile if agreement cannot be reached (UVSD Litigation Update Box File #1), as well as an informational piece that details the background/impacts (UVSD Litigation Update Box File #2).

On September 21, 2016, the City Council received a presentation (UVSD Litigation Update Box File #3) from staff that explained the relationship between the two agencies and provided responses to some of the most frequently asked questions about this matter to better inform the public about the consequences of the litigation. This information along with a video link to the September 21st presentation/discussion are accessible at <http://www.cityofukiah.com/projects/uvsd-vs-cou/>.

The UVSD submitted a letter dated September 20, 2016, (UVSD Litigation Update Box File #4) which inaccurately asserts that the City's request is for the District to drop the lawsuit until after the recycled water project funding is received. In fact, the City's request is for the District to dismiss its lawsuit and that the City and District devote their time, money and resources to solving the costly issues confronting the sewer system and improving their working relationship. The City's goal is to eliminate the lawsuit altogether. The City has offered to include terms that would allow the District to refile the lawsuit if the parties fail to reach agreement, but the City never suggested that the District would simply refile the lawsuit once State funding was obtained. Also, the City never suggested that dismissing the lawsuit is all that would be necessary to obtain State funding. In addition to dismissal of the lawsuit, there would have to be an agreement between the City and the District regarding the recycled water project that would satisfy the State Water Resources Control Board.

At the conclusion of the September 21st discussion, the Council directed the City Manager to contact the UVSD District Manager to explore possible alternatives. The City Manager attempted to contact the District Manager by email, but due to a reported medical leave, Mr. McMichael was not available to provide a timely/detailed response. On October 5th, the City Attorney received an email correspondence from Duncan James (Attorney representing the District) responding to the City Manager's email to Mr. McMichael. Mr. James indicated in the email that the District had accepted the City's request to meet and formed a committee consisting of Frank McMichael, District Manager; Jim Ronco, Board Chair; Bob Page, Board Member; and legal counsel. The City Manager issued a supplemental memo to the City Council for the October 5th City Council meeting regarding this email exchange and included a recommendation to Council for the formation of a City Council ad hoc committee to meet with the District (UVSD Litigation Update Box File #5). At the City Council meeting, Mr. Doug Losak with the Law Offices of Duncan James delivered and read aloud a letter containing some additional allegations, but in the end, agreed to meet with the City. The City Council formed an ad hoc committee consisting of Councilmembers Crane and Doble. The City immediately made efforts to schedule the first meeting between the District's committee and the City's ad hoc.

At the October 19, 2016, meeting, the City Council discussed the latest correspondence from the District including the District's request to hold the ad hoc meetings in private and require the City to consent to a confidentiality agreement. The City Manager provided the Council with the correspondence to date from the District regarding the confidentiality condition (UVSD Litigation Update Box File #6) for consideration. At the time of the meeting, the District had not provided a draft of the proposed confidentiality agreement. By consensus, the City Council continued to object to private meetings that do not provide the public with the opportunity to be informed. However, the City Council did direct the ad hoc to meet with the District's ad hoc to discuss the process for such meetings and report back to the City Council at its regular meeting on November 2, 2016.

Prior to the ad hoc meeting, the City Attorney received a letter from Duncan James' Office regarding the District's request for a confidentiality agreement for the ad hoc meetings along with a draft of the agreement (UVSD Litigation Update Box File #7). The City Attorney issued a response (UVSD Litigation Update Box File #8) indicating that such agreement would need to be discussed at the first joint ad hoc meeting and ultimately

considered by the City Council.

In addition, the City Council received correspondence from the District Manager related to the recycled water project dated October 21st (UVSD Litigation Update Box File #9). Most of the questions referenced in the letter had already been either answered or provided to the District. Nonetheless, City staff welcomed the dialogue and discussion in a sincere effort to move this critical project forward. Staff provided a response to the District Manager on October 27, 2016 (UVSD Litigation Update Box File #10).

On October 28, 2016, the City's ad hoc met with the District's ad hoc. At the meeting, the District presented the City with a take-it-or-leave-it condition imposing confidentiality on the ad hoc discussions.

On November 2nd and 4th, the City Council considered the District's confidentiality condition on the ad hoc discussions and approved a letter (UVSD Litigation Update Box File #11) that confirmed agreement to the condition if the District Board would agree to either stay further proceedings in the lawsuit or dismiss the lawsuit without prejudice. The City's proposal, if accepted, would halt the costly litigation fees currently being incurred by both agencies, but would not preclude the District from terminating the stay or refiling the lawsuit if the District wasn't satisfied with the discussions/negotiations. The District issued a response to the City's proposal on November 8, 2016 (UVSD Litigation Update Box File #12) that continues to impose a confidentiality condition on the joint ad hoc meetings. The District further stated "the lawsuit needs to otherwise remain in motion" except to provide a limitation on any discovery requests for a period of 4 weeks.

It's important to note that the District's legal team has predominately utilized the Public Information Act (PRA) rather than formal discovery to obtain information. Because the City of Ukiah is a public agency, the District's attorneys have used the PRA process to obtain information, which does not require the District to justify its requests by showing how they are relevant to the issues in the case. In a typical lawsuit, the discovery process is used to obtain documents and is overseen and controlled by the court to prevent burdensome or oppressive requests. The City continues to expense a tremendous amount of staff resources responding to the District's PRA requests for information dating back to 1955. To date, the District has submitted over 41 requests (with multiple parts) under the PRA process. The City has diligently been responding to the requests for the past 12 months. Suspension of the formal discovery process will not prevent the continued practice by the District nor will it limit the escalating litigation expenses during this proposed period.

With regard to the recycled water project, the City received additional correspondence from the District Manager indicating the need for more information (UVSD Litigation Update Box File #13). However, the correspondence did not identify any specific questions or information that had not otherwise been provided. The City Manager issued a response on November 15th (UVSD Litigation Update Box File #14) and included a BOX link to all relevant information on the recycled water project (<https://cityofukiah.box.com/v/uvsdpointsofinterest>). Most, if not all, of the information and/or documents have already been provided to the District. Furthermore, the City Manager requested a determination from the District regarding its position on the project and offered to provide any other information and/or presentations that would be necessary for a determination.

On November 16th, the City Council instructed the City Attorney to contact the lawyers for the Ukiah Valley Sanitation District to work out the details for mediating the outstanding disputes including selecting a mediator. Furthermore, and as a first step in the mediation, the City Council requested the District to provide a detailed written response and any counter proposals to the City's written proposal that was submitted to the District in March 2014, during the original mediation between the City and the District. On November 17th, the City Attorney sent correspondence to the UVSD's lawyer to initiate mediation as directed (UVSD Litigation Update Box File #15). As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Additional correspondence between the City and District had also been exchanged related to the recycled water project (UVSD Litigation Update Box File #16 & #17). Despite continued attempts to engage and provide the

District with information, the District had yet to conclude that the recycled water project is the superior alternative of disposing treated wastewater. In an effort to bring this item to a conclusion, the City Manager proposed in a December 1st correspondence to the District Manager a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the project. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Related to the Fiscal Year 16/17 Budget, the District has not yet identified the District's timeline for their previously identified budget review process that reportedly extends through various staff, committee and District Board stages before a final joint meeting with the City can be scheduled. The previously approved continuing resolution for the budget was scheduled to expire on December 31, 2016. The City had made inquiries as to the District's progress and anticipated review timeline (UVSD Litigation Update Box File #18). Staff recognized some level of District review was underway given recent engagement (since November 11th) on the budget, but the District Manager had not provided a timeline for completion of their review and/or indicated readiness for a joint budget meeting. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

At the December 7th City Council meeting, the Council adopted a resolution to secure funding for the construction of the recycled water system using water revenues as an alternate to the City's wastewater revenues. While this was a less desirable option for securing project funding, it was considered a better alternative to losing the project funds altogether. The Ukiah Valley Sanitation District's lawsuit remains the only impediment to securing project funding with the wastewater revenues, given the City must be able to demonstrate to the State an unconstrained revenue source to guarantee repayment of the loan funds. City staff reported that they were vetting the details of the water revenue alternative with the State Water Resources Control Board. The UVSD continued to be unresponsive to the City Manager's proposal for a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the recycled water project.

Related to the Fiscal Year 16/17 Budget, the City Council and the District Board approved a continuing budget resolution at their respective meetings on December 7th and December 27th. The City's continuing resolution was set to expire on January 18, 2017, unless otherwise extended. The City requested a joint meeting with the District Board prior to the expiration of the resolution. While the District had taken action to extend the continuing resolution beyond December 31, 2016, it had yet to identify a timeline for the completion of its budget review or response to the City's request for a joint meeting.

At the January 4, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project. It was further reported that the City received a notice from the District Chair related to communication in the absence of the District Manager due to an extended medical leave (UVSD Litigation Update Box File #19).

At the January 18, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

Development of the City's wastewater operating budget is a joint process between the City and the Ukiah Valley Sanitation District (UVSD). The process had been delayed significantly despite efforts by the City to move it forward expeditiously. In the interim, the City had been operating its wastewater enterprise on a continuing resolution, carrying forward the adopted appropriations from Fiscal Year 2015-16. At its meeting of December 7, 2016, the City Council determined that continuing to do so impeded its ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD and voted to move the budget process forward with its consideration and potential adoption at its regularly scheduled meeting on January 18, 2017. The City notified UVSD of its intentions and again called on it to schedule a meeting with the City Council

to complete the budget review process. As of the January 18th City Council meeting, the UVSD continued to be unresponsive to the requests to meet. As such, the City Council unilaterally considered and approved the FY 16-17 Wastewater Budget (UVSD Litigation Update Box File #20).

At the February 1, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed with a location and mediator agreed to, but a date not finalized. Furthermore, the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the February 15, 2017, City Council meeting, the City Attorney reported that a date (May 11th) had been finalized for the first session of mediation. In addition, the City had accepted the District's conditions that the mediation be subject to a confidentiality agreement in addition to the Evidence Code mediation privilege and to conduct the mediation in Santa Rosa using a mediator from the Judicial Arbitration and Mediation Service (JAMS). The City Manager also reported the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the March 1, 2017, City Council Meeting, the City Manager reported that the District remains nonresponsive to the requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project.

At the March 15, 2017, City Council Meeting, the City Manager reported the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. The City Manager also reported that District Manager McMichael had responded to the City's request for a staff meeting to prepare the bid package to rebid the installation of the barscreen at the Wastewater Treatment Plant as previously directed by the City Council and District Board. The barscreen meeting took place on the morning of March 15th.

At the April 5, 2017, City Council Meeting, the City Manager reported that the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. At the District's March 16, 2017 Board meeting, the City Manager reiterated the City's request for the joint meeting during public comment on non-agenda items. In addition, the City continues to be available and responsive to budget and billing inquiries from Mr. Dickerson and public information requests from the District's legal counsel, although none have been received in the past two weeks.

At the April 19, 2017, City Council Meeting, the City Manager reported that the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. In addition, the City has provided the District with a timeline for the City's proposed FY 17-18 Budget process and has sought input on how/when the District would prefer to coordinate the development and joint review of next year's FY 17-18 wastewater budget (UVSD Litigation Update Box File #21).

At the May 3, 2017, City Council Meeting, the City Manager reported that the UVSD continues to be nonresponsive to the City's ongoing requests for a joint meeting on the FY 16-17 Budget and recycled water project. In addition, the District has been nonresponsive to the City's request to engage in the development and joint review of the FY 17-18 wastewater budget. Furthermore, it was reported that the District was unwilling to provide details related to the maintenance of customer billing accounts as demonstrated by the District's refusal to share refund calculations and methodology related to a sizable refund reportedly authorized by the District at their January 19, 2017, board meeting. Given the District's uncooperative approach regarding account information through customary administrative communication, the City was forced to seek the information through a Public Records Act (PRA) request. Since the May 3rd meeting, the District has provided a response to the PRA request which is currently being reviewed by City staff.

At the May 17, 2017, City Council Meeting, the City Manager reported that mediation regarding the litigation resumed on May 11, 2017, and continues with the efforts remaining confidential due to the rules established for the meetings. In addition, the District remains nonresponsive to the City's ongoing request for a joint meeting

on the FY 16-17 budget and recycled water project. The District also continues to be nonresponsive to the City's numerous requests for engagement in the development and joint review of the FY 17-18 wastewater budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda, inclusive of the following dates:

- March 13-17: Budget Training in Munis
- March 20-31: First-round budget meetings
- March 31: Deadline for personnel requests for budget
- Friday April 7: Budget entry due. Budget will be locked to departments to allow for further processing and analysis by Finance
- April 17-28: Second-round budget meetings
- Wednesday, May 17: Budget 101 with Council
- May 19: Comment period on budget document closes
- June 7: First budget hearing and workshop with Council
- June 14: Final budget hearing with Council and adoption (tentative)

At the June 7, 2017, City Council Meeting, the City Manager reported the District continues to be nonresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. The City Attorney also reported that the mediation process is ongoing.

At the June 21, 2017, City Council Meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. In addition, Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

At the July 5, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. Given the continued lack of response from the District, the City Council, at its meeting of June 21, 2017, approved the Fiscal Year 17-18 budget inclusive of the budget for wastewater. The City continues to seek cooperation from the District, but delaying approval of the budget impedes the City's ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD.

In addition, the District had not yet considered the barscreen installation bid which requires joint approval. Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

The City Manager also reported the second mediation date is scheduled for July 14, 2017.

Furthermore, UVSD Director Marshall has contacted the City requesting a tour be scheduled for the District's new interim manager. The City is responding to coordinate the request.

At the July 19, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. In addition, a tour of the Wastewater Treatment Plant was given to the new District Manager and UVSD Board Member Marshall. Mediation meetings continue, but no public reports are available. The candidate filing period for 3 of the 5 District Board seats for the November 7th Election is open from July 17 - August 11.

Discussion: At the August 2nd City Council meeting, Staff will provide the latest status report on issues related to the operation of the sanitary sewer system.

Mediation: Representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings associated with the mediation process. Because of the confidential nature of mediations, the parties cannot reveal any further information about the mediation.

Budgets and Recycled Water Project: The City of Ukiah continues to seek cooperation from the UVSD to jointly approve budgets and review the recycled water project. The District remains unresponsive to the City's request to meet on these matters. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Barscreen Rebid: On June 21st, the City Council approved the award of contract to Fort Bragg Electric for the installation of a barscreen at the Wastewater Treatment Plant. The award was contingent upon the District taking corresponding action of which they were informed. Due to an extended delay and no response from the UVSD, the City requested an extension of the expiring bid from the contractor to afford the District additional time to take action. The District approved the contract at its July 20, 2017, Board Meeting and the project will now proceed.

Litigation Impact: Staff has completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Current estimates demonstrate that the Ukiah Valley Sanitation District is closing in on \$4 million dollars of legal related expenses with over \$3.3 million directly paid to the Law Offices of Duncan James (UVSD Litigation Update Attachment #21). In defense of the District's legal actions, the City has expended approximately \$814,000. On a cost per account base evaluation, this equates to \$1,225.55 per District customer account and \$207.39 per City customer account.

The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

**UVSD Legal Costs
as of June 30, 2017**

Row Labels	Sum of Amount
Legal (2013-Present)	\$ 3,926,661.73
ARBITRATION & MEDIA	1,980.00
BRELJE & RACE CONSUL	16,542.50
DANIEL CROWLEY	251,894.44
DUNCAN JAMES LAW OFC	3,319,408.13
HOLDER WILLIAM	12,000.00
HOLDER WILLIAM	13,144.00
JAMS INC	10,900.00
SARGEANT KIMBALL	36,266.93
SHARP JOHN	103,730.23
SQUAR MILNER	160,795.50
Grand Total	\$ 3,926,661.73 (a)

**City of Ukiah
Summary of Legal Fees-UVSD Litigation
as of June 30, 2017**

Inception through 06/30/16		\$ 318,092.92	1.
FY 2017	Boutin Jones, Inc.	29,706.00	
	David Rapport	82,941.69	
	Geary, Shea,O'Donnell	382,835.81	
	S/T	495,483.50	
		\$ 813,576.42	(b)

1. From the summary prepared by D. Rapport.

Total City and UVSD legal, as of June 30, 2017 **\$4,740,238.15 (c)**

Analysis

UVSD accounts:		
Overlap	1,423	44.41% of total UVSD rate payers
Non-overlap	1,781	55.59% of total UVSD rate payers
Total	3,204	(d)
City accounts	3,923	(e)
Total accounts	7,127	(f)
Total cost per each account	\$ 665.11	(c) / ((f)
Cost per City account	\$ 207.39	(b) / (e)
Cost per UVSD account	\$ 1,225.55	(a) / (d)



AGENDA SUMMARY REPORT

SUBJECT: Minutes of July 19, 2017, a Regular Meeting.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Minutes of July 19, 2017 - Regular Meeting](#)

Summary: Approve Minutes of July 19, 2017, a Regular Meeting, as submitted (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of July 19, 2017, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 19, 2017
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on July 19, 2017, having been legally noticed on July 14, 2017. Mayor Brown called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

The Pledge of Allegiance was led by John Johns.

URGENCY ITEM

Motion/Second: Mulheren/Crane to accept urgency item due to timelines and place as agenda item 13e, Unfinished Business. Motion **carried** by the following roll call votes: AYES: Crane, Scalmanini, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. **Oath of Office Ceremony and Introduction of New Fire Captain, Mike Stewart.**

Presenter: Kirk Thomsen, Interim Fire Chief.

b. **Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.**

Presenter: Sage Sangiacomo, City Manager.

Public Comment: Don Crawford.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. **Regular Minutes of July 5, 2017, a Regular Meeting**

Motion/Second: Crane/Scalmanini to approve Minutes of July 5, 2017, as submitted. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. CONSENT CALENDAR

- a. Report of Disbursements for the month of June 2017 - *Finance*.
- b. Notification of Purchase of Professional Services (*PO No. 44433*) from Shooting Performance, in the amount of \$12,640.00 - *Police*.
- c. Notification of Purchase of Professional Services (*COU No. 1415-123*) from the County of Mendocino for Radio Maintenance and Technician Services in the amount of \$16,243.74 -
- d. Notification of Purchase (*PO No. 44271*) for LifePak 15 from Physio Control - *Fire*.
- e. Notification of Purchase (*PO No. 44737*) of Police Vehicle Body Work Repair from Premier Auto Body Repair in the Amount of \$11,486.60 - *Police*.
- f. Notification to City Council of the Purchase (*PO No. 44762*) of a 344 Ah Battery Plant and Charger to GNB Industrial Power, a Division of Exide Technologies, for the Electric Utility Department in the Total Amount of \$24,249.85 Including Tax and Delivery Charges (EUD) –
- g. Report of a Contract (*COU No. 1617-204*) with Stradling Yocca Carlson & Rauth for Bond Counsel Services for the California Infrastructure and Economic Development Bank (I-Bank) financing for capital infrastructure improvements - *Finance*.
- h. Authorize the City Manager to Negotiate and Execute an Agreement Amendment (*COU No. 1617-112-A1*) Deferring Lease Payments from Tayman Park Golf Group – *Community Services*

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Mary Horger, Procurement Manager; Lori Martin, Billing and Customer Services Manager; Jarod Thiele, Public Services Management Analyst; and Kristine Lawler, City Clerk.

11. PUBLIC HEARINGS (6:15 P.M.)

a. Discussion and Possible Introduction of an Accessory Dwelling Unit Ordinance Adding and Amending Various Sections of the Ukiah City Code to Comply with California Government Code Section 65852.2 Regulating Accessory Dwelling Units.

Presenters: Craig Schlatter, Community Development; Planning Director and Kevin Thomsen, Planning Manager; and Ben Kageyama, Senior Civil Engineer.

PUBLIC HEARING WAS OPENED AT 6:59 P.M.

Public Comment: Don Crawford, Phil Baldwin, and Alan Nicholson.

PUBLIC HEARING WAS CLOSED AT 7:11 P.M.

Motion by Vice Mayor Doble, Seconded by Councilmember Crane to introduce the Ordinance by title only.

Motion by Councilmember Scalmanini to amend the motion to require the owner occupancy recorded with the deed process, and include language that windows and balconies within a 5-foot setback of a neighbor are excluded.

Amendment to the motion dies for lack of second.

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

City Clerk, Kristine Lawler, read the following Ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO COMPLY WITH CALIFORNIA GOVERNMENT CODE SECTION 65852.2 REGULATING ACCESSORY DWELLING UNITS

Motion/Second: Doble/Crane to introduce an Accessory Dwelling Unit Ordinance Adding and Amending Various Sections of the Ukiah City Code to Comply with California Government Code Section 65852.2 Regulating Accessory Dwelling Units. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, and Brown. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

a. Authorization to Proceed with Minor Remodel to Customer Service Areas of Ukiah Civic Center.

Presenter: Shannon Riley, Deputy City Manager and Kerry Randall, Facilities Supervisor.

Motion/Second: Crane/Doble to authorize Staff to proceed with the solicitation of construction drawings and the bidding and scheduling of construction for the minor remodel of the customer service areas of the Ukiah Civic Center. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Possible Introduction of Ordinance by Title Only of the City Council of the City of Ukiah Adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, Prohibiting Smoking within Certain City Owned Parks and/or City Sponsored Events.

Presenter: Tami Bartolomei, Community Services Administrator.

Public Comment: John Johns.

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

City Clerk, Kristine Lawler, read the following Ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING SECTION 2002 TO DIVISION 1, CHAPTER 12 AND SECTION 4502.5 TO DIVISION 5, CHAPTER 7, ARTICLE 2 OF THE UKIAH CITY CODE, PROHIBITING SMOKING WITHIN CERTAIN CITY OWNED PARKS AND/OR CITY SPONSORED EVENTS

Motion/Second: Crane/Mulheren to introduce an Ordinance of the City Council of the City of Ukiah adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, prohibiting smoking within certain City owned parks and/or City sponsored events. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 7:49 – 7:58 P.M.

c. Consideration and Possible Introduction of Ordinance by Title Only, Amending Division 1, Chapter 4, Article 4, Section 1153 Regarding Compensation to Planning Commission Members; Possible Adoption of Amended Resolution Extending Reimbursement to the Planning Commission for Purchases of Electronic Equipment Necessary for Paperless Agenda Packet Review; and Approval of Corresponding Budget Amendment.

Presenter: Kristine Lawler, City Clerk.

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

City Clerk, Kristine Lawler, read the following Ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING UKIAH CITY CODE SECTION 1153 TO AUTHORIZE COMPENSATION TO PLANNING COMMISSIONERS.

Motion/Second: Crane/Scalmanini to introduce an Ordinance amending Division 1, Chapter 4, Article 4, Section 1153 regarding compensation to Planning Commission Members. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Scalmanini to adopt a Resolution (*Reso No. 2017-37*) extending reimbursement to Planning Commission Members for Purchases of Electronic Equipment Necessary for Paperless Agenda Packet Review; and approval of corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

d. Approve Plans and Specifications for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10 and Direct Staff to Advertise for Bids.

Presenter: Rick Seanor, Deputy Public Works Director.

Motion by Vice Mayor Doble, Seconded by Councilmember Crane for the recommended action.

Councilmember Mulheren proposed the following amended motion to which the maker of the motion and the second agreed.

Motion/Second: Doble/Crane to approve the plans and specifications with the direction to the Public Works Department to include the crosswalk and share lane markings (sharrows) and signage consistent with the City's Bicycle and Pedestrian Master Plan and Safe Routes to Schools Plan on the areas identified for slurry seal. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

e. (Urgency Item) Award Contract to Electric Power Systems Testing & Engineering for Performing Power Transformer Repair and Testing at the Orchard Substation.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Doble to approve entering a contract (*COU No. 1718-083*) with Electric Power Systems at the base project amount of \$117,600, including the additional options and pricing as needed. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:05 P.M.

14. CLOSED SESSION

15. ADJOURNMENT

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

Kristine Lawler, City Clerk

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Minutes of July 27, 2017, a Special Meeting.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Minutes of July 27, 2017 - Special Meeting](#)

Summary: Approve Minutes of July 27, 2017, a Special Meeting, as submitted.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of July 27, 2017, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL AGENDA
Special Meeting
Civic Center Conference Room No. 3
300 Seminary Avenue
Ukiah, CA 95482
July 27, 2017
5:00 p.m.**

1. ROLL CALL

Ukiah City Council met for a Special Meeting on July 27, 2017, which was legally noticed on July 24, 2017. Mayor Brown called the meeting to order at 5:01 p.m. Roll was taken with the following **Councilmembers Present:** Stephen Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Mayor Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk (*departing at 5:03 p.m.*)

MAYOR BROWN PRESIDING.

2. PUBLIC COMMENT

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 5:03 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

No reportable action was taken on the Closed Session item.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 6:48 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance of the City Council of the City of Ukiah Adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, Prohibiting Smoking within Certain City Owned Parks and/or City Sponsored Events.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Ordinance](#)

Summary: City Staff is asking Council to adopt an ordinance adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, Prohibiting Smoking within certain City Owned Parks and/or City Sponsored Events. The Ordinance will also add use of electronic cigarettes to the definitions for "Cigarettes" and "Smoking" as set forth in the City Code.

Background: In December, 1992, the Council adopted an Ordinance to prohibit smoking in the Todd Grove Park and the Grace Hudson Meeting Rooms. In August, 2008, the Council adopted an Ordinance adding Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, prohibiting smoking within certain City-owned parks and/or City sponsored events, and adopted a Resolution designating those City-owned parks where smoking is prohibited. Resolution No. 2008-28 prohibited smoking in the following designated park areas within the City: Alex R. Thomas Plaza, Hudson-Carpenter Park, and the Ukiah Sports Complex.

RECOMMENDED ACTION: Adopt Ordinance of the City Council of the City of Ukiah adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, prohibiting smoking within certain City owned parks and/or City sponsored events.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

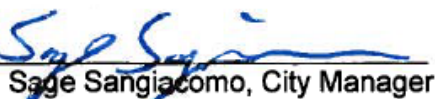
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney and Darcy Vaughn, Assistant City Attorney

Approved: _____


Sage Sangiacomo, City Manager

Discussion: In 2003, California passed a law that established smoke-free policies for playgrounds at public parks in order to protect children from secondhand smoke. Since then, many California cities and counties have taken steps to strengthen the law, reducing or eliminating secondhand smoke entirely at public outdoor venues, including parks and beaches. Secondhand smoke exposure is just one reason why communities and states are adopting smoke-free park laws. As such, it is the recommendation of staff that the Council consider prohibiting smoking at all City-owned parks with the exception of the Municipal Golf Course.

There are also environmental reasons for expanding smoke-free policies to all outdoor venues owned by the City. The trash created by cigarette butts tossed on the ground is a significant environmental problem. Cigarette butts are one of the leading sources of pollution in parks. The cigarette butts are full of the same chemicals and toxins as the cigarettes themselves, plus the filters are made from cellulose acetate, a plastic that can break into tiny pieces, but will never biodegrade or disappear. They are hazardous and toxic to fish, birds, other wildlife, plus pets and young children if they are ingested. Often cigarette butts tossed on sidewalks end up in our waterways.

Finally, the use of electronic cigarettes or “vaping” is not currently included in the definition of “Smoking” in the applicable City Code provisions. As such, the current anti-smoking provisions in the City Code do not prohibit the use of e-cigarettes in City-owned parks. The Council is undoubtedly aware of recent public comment asking that the City consider prohibiting the use of e-cigarettes on City-owned property and parks.

The City of Ukiah Parks, Recreation and Golf Commission approved City staff moving forward with this amendment to the City Code.

Staff is asking Council to Adopt an Ordinance (Attachment 1) of the City Council of the City of Ukiah adding Section 2002 to Division 1, Chapter 12 and Section 4502.5 to Division 5, Chapter 7, Article 2 of the Ukiah City Code, prohibiting smoking within certain City owned parks and/or City sponsored events.

On July 19, 2017 Council introduced and approved the Ordinance by title only. Staff is now bringing this item back to Council for adoption.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING SECTION 2002 TO DIVISION 1, CHAPTER 12 AND SECTION 4502.5 TO DIVISION 5, CHAPTER 7, ARTICLE 2 OF THE UKIAH CITY CODE, PROHIBITING SMOKING WITHIN CERTAIN CITY OWNED PARKS AND/OR CITY SPONSORED EVENTS.

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

SECTION ONE. Section 2002 is hereby added to Chapter 12 of Division 1 of the Ukiah City Code and shall read as follows:

§2002 PROHIBITION OF SMOKING IN ALL PARKS AND RECREATION FACILITIES

Smoking is prohibited in all areas within all City parks and recreation facilities, except the Municipal Golf Course in accordance with the provisions set forth in Article 2, Chapter 7, Division 5 of the Ukiah City Code.

SECTION TWO. Section 4501.5 of Article 1, Chapter 7, of Division 5 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§4501.5 DEFINITIONS

CIGAR. Any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco and, for purposes of this Chapter, may contain any other weed or plant as an alternative or supplement to tobacco or nicotine.

CIGARETTE. Any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use and, for the purposes of this Chapter, may contain any other weed or plant as an alternative or supplement to tobacco or nicotine.

CITY. The City of Ukiah.

PARKS AND RECREATIONAL AREAS. Properties and areas owned or operated by the City of Ukiah and open to the general public for recreational purposes, including parks, gardens, playgrounds, picnic and barbeque areas, and sporting facilities. Such areas are listed in Section 1965 of the Ukiah City Code.

PLACE OF EMPLOYMENT. Any enclosed area under the control of an employer which employees normally frequent during the course of employment, including but not limited to, work areas, employee lounges and rest rooms, conference and class rooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care or health care facility.

SMOKING: Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, weed, plant or other combustible substance, whether natural or synthetic, in any manner or in any form. SMOKING includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing a prohibition on smoking.

SECTION THREE: Article 2, Chapter 7, of Division 5 of the Ukiah City Code is hereby amended to read as follows:

§4502.5: APPLICATION OF CHAPTER TO CITY-OWNED PARKS AND RECREATIONAL AREAS AND/OR CITY SPONSORED EVENTS:

A. Smoking is prohibited in all areas, whether enclosed or unenclosed, within all City-owned Parks and Recreational Areas listed in Section 1965 of the Ukiah City Code, with the exception of the Municipal Golf Course, and at City sponsored events designated as non-smoking by resolution of the City Council. The prohibition shall be noticed by the posting of signs in one or more prominent locations within the park and/or event area containing substantially the following: "SMOKING PROHIBITED BY UCC SECTION 4502.5" or "NO SMOKING [UCC SECTION 4502.5]."

B. Disposing of used cigar or cigarette waste in all City owned Parks and Recreational Areas is prohibited.

C. Notwithstanding any other provision of this Section, the Director of Parks and Recreation may designate areas within an area of City-owned Parks and Recreational Areas as exempt from the provisions of this Section.

SECTION FOUR

1. **COMPLIANCE WITH CEQA.** The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

2. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

3. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 19, 2017, by the following roll call vote:

AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Crane
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on August 2, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Amending Division 1, Chapter 4, Article 4, Section 1153 Regarding Compensation to Planning Commission Members.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Proposed Ordinance](#)

Summary: Council will consider adopting an Ordinance regarding compensation to Planning Commission Members.

Background: On July 19, 2017, the Ukiah City Council introduced an Ordinance by title only, amending Division 1, Chapter 4, Article 4, Section 1153 regarding compensation to Planning Commission Members.

The Ordinance amendment includes clean-up language to the original Ordinance - adopted in 1947 - to address the following resolutions:

- 2014-30 – Adopted on June 25, 2014, that provided a \$6,000 stipend to the Planning Commissioners.
- 2017-37 – Adopted on July 19, 2017, to extend the electronic equipment reimbursement to the Planning Commissioners.

From the July 19th Staff Report: On March 21, 2012, the Ukiah City Council adopted Resolution No. 2012-16, which established a policy governing the use of electronic devices by the City legislative bodies subject to the Brown Act during public meetings. Then on April 4, 2012, the City Council adopted Resolution No 2012-19 and

RECOMMENDED ACTION: Adopt Ordinance amending Division 1, Chapter 4, Article 4, Section 1153 regarding compensation to Planning Commission Members.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

Approved: _____


Sage Sangiacomo, City Manager

subsequently amended with Resolution No. 2014-46, which outlined provisions for reimbursement of City Councilmembers for their purchases of electronic equipment necessary for paperless agenda packet review.

Use of the paperless agenda process for the City Council has proven to be successful.

Furthermore, Ukiah joined many other cities throughout California and the nation who have moved to a paperless system, resulting in significant cost savings and/or improvements in the following areas:

- Improved review time and access for Councilmembers (Members can access Agenda from any location while out of town)
- Savings on personnel costs (copy work, binding work, and current cost of duplicated efforts producing both electronic and paper formats)
- Improved use of staff time and skilled labor for other higher order tasks than copy and delivery
- Savings in paper and toner supply cost
- Saves costs associated with actual delivery of binders
- Reduces impact on the environment

Discussion: Staff recommends adopting the Ordinance (Attachment 1), amending Division 1, Chapter 4, Article 4, Section 1153 Regarding Compensation to Planning Commission Members.

From the July 19th Staff Report: To save the City additional personnel time and cost, and for all the reasons listed above, Staff would like to extend the paperless system and the associated reimbursement for purchases of electronic equipment to the Planning Commission due to the continued time and expense of producing and providing large printed agenda packets.

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING UKIAH CITY CODE SECTION 1153 TO AUTHORIZE COMPENSATION TO PLANNING COMMISSIONERS**

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

SECTION ONE.

Section 1153 in Article 4, Chapter 4, Division 1 of the Ukiah City Code is amended to read as follows:

§1153 COMPENSATION AND EXPENSES OF MEMBERS

The members of the commission shall receive such compensation and reimbursement for expenses as are authorized from time to time by City Council resolution.

SECTION TWO.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.
2. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
3. Effective Date: The ordinance and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 19, 2017, by the following roll call vote:

AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Brown
 NOES: None
 ABSENT: None
 ABSTAIN: None

Adopted on August 2, 2017 by the following roll call vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

 Jim O. Brown, Mayor

ATTEST:

 Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorization for the City Manager to Negotiate and Execute an Amendment to the Existing Contract with Borismetrics Inc. for an Additional Five Years to Assist the Ukiah Electric Utility with Regulatory Compliance and Market Analysis Support in the amount not to exceed \$50,000 per Year. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Borismetrics Original Contract](#)

Summary: The City Council will receive a report requesting authorization for the City Manager to negotiate and execute an Amendment to Contract #1314-206 with Borismetrics Inc., for regulatory compliance and market analysis support.

Background: The Electric Utility Department continues to face a number of issues related to the energy industry. This includes legislated requirements for Renewables (Renewable Portfolio Standards), Renewable Energy Credit (REC) market, greenhouse gas/Cap-N-Trade market and electric grid operations. Ukiah Electric Utility must insure compliance with Federal and State regulations and maximize our energy portfolio value to maintain low electric rates.

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute an amendment to an existing contract with Borismetrics Inc. for an additional five years to assist the Ukiah Electric Utility with Regulatory Compliance and Market Analysis support in the amount not to exceed \$50,000/year. (EUD)

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$517,000; FY 17-18; #80026400.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Administration; Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #1314-206

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

The Department closely manages our energy resources and related attributes to maintain the lowest available supply costs. Due to the increased complexity in these new regulated markets and unfilled staff positions, Ukiah Electric Utility is requesting continued assistance with analysis, coordination and sales activities in the Renewable Energy Credit (REC) and Cap-N-Trade markets.

Discussion: The Electric Utility Department, through a Request for Proposal (RFP) process, originally contracted with Borismetrics, Inc. to provide rate analysis assistance. Borismetrics has been instrumental with resource impacts from AB32 and renewable energy attribute sales.

In order to preserve the continuity of knowledge and models developed for the Electric Utility Department, Staff recommends that Council authorize the City Manager to negotiate and enter into a five-year amended contract (Attachment 1 - Original Contract) with Borismetrics in the amount not to exceed \$50,000 per year. This contract will provide the Department with the needed assistance to insure the community with the lowest cost energy available.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement made and entered into this 30th day of April, 2014 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Borismetrics, a Corporation, organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

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

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

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

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$120,000. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment A,

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

4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.

4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

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

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

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

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

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

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

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from a one year period from the completion of the work performed under 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

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used; equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

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

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

misconduct or defects in design by the City, or arising from the active negligence of the City.

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

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

7.0 CONTRACT PROVISIONS

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

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

7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

8.0 NOTICES

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

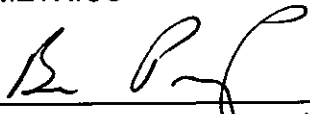
CITY OF UKIAH
ELECTRIC UTILITY
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

BORISMETRICS
P.O. BOX 15040
SACRAMENTO, CA 95851

9.0 SIGNATURES

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

BORISMETRICS

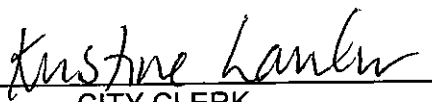
BY: 
PRINT NAME: Boris Prokop
468-64-1502
IRS IDN Number

5/23/14
Date

CITY OF UKIAH

BY: 
CITY MANAGER
ATTEST

5/28/14
Date


CITY CLERK

5/28/14
Date

Scope of Service: Power Supply Environmental Regulatory Issue Assistance

1) Renewable Portfolio Standards and Renewable Energy Credits

Under state law, public power utilities must meet requirements that set percentages of their power portfolio must come from renewable power, a renewable portfolio standard (RPS) in 2020, the percent will be 33% of total energy sold at retail. There are two aspects of assistance of Borismetrics in this area. The first is to assist with the development of compliance reports to the California Energy Commission (CEC). This involves utilizing the Western Renewable Energy Reporting Information System (WREGIS) and NCPA data in data submittals to the CEC to satisfy required documentation of meeting RPS requirements. The production of one mega-watt hour (mWh) unit of renewable energy is termed a renewable energy credit (REC) in CEC parlance. The report to the CEC involves documenting history, generation and use of RECs.

The second aspect is that given the historical and current production of the City's renewable generation facilities, the City is in a position to sell excess RECs and still meet the California RPS. These sales of RECs can provide significant value in keeping customer electric rates stable and low. This assistance has a number of possible tasks: Power contract development, negotiation and coordination with other utility power supply departments, possible auction development and coordination with WREGIS and NCPA.

2) Other Environmental Regulation Assistance

There are a variety of environmental regulations outside of RPS that needs to be coordinated with the RPS effort. This includes state regulation of green-house gases (GHG) and carbon emissions as part of GHG. This assistance may require development of reports and analysis consistent with the RPS effort.

Scheduled Fees:

\$110/hour



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of the Contract #1617-220, and Subsequent Amendment 1, for the Inspection, Report and Repairs to the Hydro Unit #1 and Unit #2 Wicket Gates for the Electric Utility Department to Lee Mechanical, Inc. in the Total Amount of \$12,038.53. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

None

Summary: Council will receive a report of a contract and subsequent Amendment 1 to provide services from Lee Mechanical, Inc. to inspect, report and repair the Unit #1 and Unit #2 Wicket Gates for the Hydroelectric Plant for a total amount of \$12,038.53.

Background: During the 2016-2017 flood control releases from Lake Mendocino, debris entered both turbine spiral cases at the Hydroelectric Plant. The wicket gates on Unit #2 were found to be out of adjustment as a result of contact with the debris making it unsafe to operate the unit until the gates are properly adjusted.

Discussion: Staff sent requests to three (3) known contractors to provide a quote to perform an inspection and provide a report of their findings. The quotes also included their labor rates that would be used to base their repair work on. The following are the quotes that were received:

Lee Mechanical, Inc.: \$ 9,690.00

RECOMMENDED ACTION: Receive report on the contract #1617-220 for services with Lee Mechanical, Inc. to provide inspection, report and repairs at the Hydroelectric Plant in the amount of \$12,038.53.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$415,000; FY 17-18; #80100000.80100

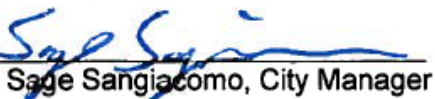
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Capital Fund #80100000.80100

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Site Constructors, Inc.:	\$27,238.97
Syblon Reid Contractors:	\$70,000.00

Based on their quote and labor rates, Lee Mechanical, Inc. was awarded an agreement in the amount not to exceed \$9,690 to perform the work. Lee Mechanical performed the inspection on July 10, 2017, and presented the City with their repair recommendations in the amount of \$6,500.

The cost of the inspection and report ended up being only \$5,538.53, leaving a contract balance of \$4,151.47. Staff approved amending the contract in the amount of \$6,500 for the additional repairs, which resulted in a total contract amount of \$12,038.53.

Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for the inspection, report and repairs services from Lee Mechanical, Inc. for the Hydroelectric Plant in the amount of \$12,038.53.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Award Purchase of One New 2017 Toyota Highlander Hybrid to Thurston Auto Plaza, Ukiah, California in the Amount of \$43,500.00. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Fleet Vehicle Justification for 2017 Toyota Hybrid](#)

Summary: Council will consider awarding the purchase of a new 2017 Toyota Highlander Hybrid, XLE-V6 AWD-I for the Electric Utility Department.

Background: During the course of the budget adoption process for Fiscal Year 2017-2018, Council approved funds for the purchase of a new Hybrid in the amount of \$45,000 in the Electric Capital Fund #80000000.80100.

Staff requested bids from more than twenty auto dealers. Two companies responded with the results shown below.

Thurston Auto Plaza -	\$43,500.00 – (5% Local preference <\$2,175.00> =\$41,325.00)
Folsom Lake Toyota -	\$43,241.63

RECOMMENDED ACTION: Award purchase of one new 2017 Toyota Highlander Hybrid to Thurston Auto Plaza, Ukiah, California in the amount of \$43,500.00. (EUD)

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$45,000; FY 2017-2018; #80000000.80100

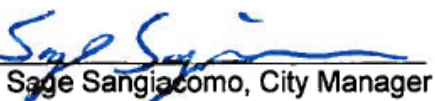
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Fund Capital

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

Discussion: Submitted for the City Council's consideration and action is Staff's recommendation to award the purchase of a new Electric Utility Department SUV, Toyota Highlander Hybrid, XLE-V6 AWD-I in the amount of \$43,500.00 to Thurston Auto Plaza, Ukiah, California based on the City's 5% Local preference. This vehicle will be used within the Electric Utility Department and Electric Engineering Division to carry measuring equipment and tools to and from work sites. Please see the Fleet Vehicle Justification Worksheet as Attachment 1.



Fleet Vehicle Justification

Proposed Vehicle: 2017 Toyota Highlander Hybrid XLE-V6

Department: Electric Utility (EUD)

Area of use: City of Ukiah Electric System

Prepared by: Tim Santo, Interim Electric Supervisor

1 VEHICLE PURPOSE

Need for vehicle within Department fleet

This **new** addition to the electric utility fleet will be used to support these activities:

Engineering Department:

- Data collection and monitoring of the electric utility system
- Conferences and training out of town

Line Department:

- Travel transport of tools and equipment for Electric Crew Foreman, Journeyman Lineman/Apprentice Lineman training

2 REPLACEMENT JUSTIFICATION

2.1 Current Vehicle

Description, Mileage, Funding Source and Market Value

N/A

2.2 Maintenance Costs

Overall Condition, Maintenance Costs, Out of Service Time, Parts Availability, and Associated Safety Issues
Overall Mechanical Condition: N/A
Maintenance Costs: N/A
Out of Service Time: N/A
Parts Availability: N/A
Associated Safety Issues: N/A

2.3 Shared Resources

Define any resources currently available within the City of Ukiah fleet which could be utilized for this purpose.
N/A

3 PROPOSED VEHICLE SPECIFICATIONS

Proposed Vehicle Specifications
2017 Toyota Highlander Hybrid XLE-V6

4 ALTERNATIVE FUEL AND CARB REGULATIONS

4.1 Alternative Fuels Availability

Proposed Vehicle Alternative Fuels Availability
This is a hybrid vehicle.

4.2 CARB STANDARDS

CARB STANDARDS
Compliant with CARB standards.



AGENDA SUMMARY REPORT

SUBJECT: Award Purchase Order for Repair Services to Solomon Corporation of Solomon, Kansas to Repair Two (2), Cooper VFI9 Three Phase Switchgear for the Electric Utility Department for a Total Not to Exceed an Amount of \$30,000 Including all Taxes and Freight Charges. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Bid Tabulation](#)

Summary: Council will consider awarding the purchase order for switchgear repair services for the City's Electric Utility.

Background: During the past several months, two (2) Cooper VFI9 three phase pad mount switchgears have been damaged from T-body connector failures and had to be removed from service. These units have a replacement cost of \$30,000 each. Since these units are less than three years old and in new condition, Staff is recommending the units be repaired.

Discussion: Staff requested quotes from three (3) service companies that are Cooper approved and recommended repair facilities (Attachment 1). These quotes were based on the known required repairs,

RECOMMENDED ACTION: Award the purchase order for repairs in the amount of not to exceed \$30,000 to Solomon Corporation of Solomon, Kansas for the repair of Two (2), Cooper VFI9 Three Phase Switchgear for the Electric Utility Department for a Total Not to Exceed an Amount of \$30,000 Including all Taxes and Freight Charges.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$370,000; FY 17-18; #80126100.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Fund Capital

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

inspections and testing. Each quote was to be accompanied by a labor rate schedule to take into consideration on any unknown problems that may be found upon the inspection. Each of the two units will be given a "Not to Exceed" amount of \$15,000. After inspection of each unit, a quote for the actual needed repairs will be provided and at that time the decision on whether to continue with that repair will be made.

Submitted for the City Council's consideration and action is Staff's recommendation to award the purchase order for repairs in the not to exceed amount of \$30,000 to Solomon Corporation of Solomon, Kansas.

Bid Tabulation Switchgear Repair

Item #	Item Description	Qty	Solomon Corporation		Specialty Engineering		Western Utilities	
			Unit	Total	Unit	Total	Unit	Total
1	Repair to replace Bushings in VFI 9 Three Phase	2 Ea.	\$ 5,400.00	\$10,800.00	\$8,987.51	\$17,975.02	\$ 10,600.29	\$21,200.58
	Cooper Switchgear							
	and all Oil removal and replacement							
	as well as Freight both directions							
	Shop Labor Rates per hour (for unknown repairs)	Per Hr.		\$ 50.00		\$112.00		\$ 103.95



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute a Visit Ukiah Contract with Sunset Magazine in Amount of \$41,690, to be Paid Out of Measure X Funds (Hotel Bed Tax).

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

Summary: The Council will consider authorizing Visit Ukiah to continue advertising with Sunset Magazine.

Background: Visit Ukiah has been advertising in Sunset Magazine since 2011 with much success; research supports that Sunset Magazine reaches the target visitor demographic for Visit Ukiah. To date, that advertising has resulted in over 10,000 reader requests for additional information about Ukiah and thousands more website visits and phone calls. The requests are fulfilled by staff at the Ukiah Visitor Center and include a personalized cover letter with up-to-date event information, brochures, and the Grace Hudson Museum rack card. Since advertising with Sunset, community event attendance is up significantly. Even more impressive is the bed tax, which has nearly doubled since 2010. For fiscal year 2017-18, general fund revenue is projected to exceed \$1 million.

Other benefits of the Sunset advertising contract include access to the magazine's extensive marketing and demographic data, "value added" components including free website listings and free magazine ads, and a greater likelihood that the Ukiah area will be featured within the content of the magazine. (Since 2011, the Ukiah area has been featured in Sunset magazine at least three times, not including advertisements and full-page

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute an advertising contract for Visit Ukiah with Sunset Magazine in the amount of \$41,690, to be paid from Measure X funds (hotel bed tax).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 75012610.52515 - \$60,000

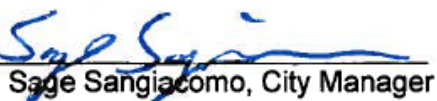
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Transient Occupancy Tax (Measure X)

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Visit Ukiah Task Force

Approved:


Sage Sangiacomo, City Manager

advertorials.) The reader requests for information also serve to build Visit Ukiah's mailing list, which was nonexistent prior to the City assuming administration of the program in March of 2011.

Additionally, an advertising contract with Sunset allows Visit Ukiah to participate in Sunset's annual event, Sunset Celebration Weekend. This event, formerly held in Menlo Park, is now hosted at Sunset's Sonoma County campus. This offers two full days of opportunities to interact with potential visitors and has provided some extremely beneficial contacts.

Visitor spending provides a significant economic boost for the Ukiah area, and the direct advertising managed by Visit Ukiah helps support that. In 2016, travel spending in Mendocino County amounted to nearly \$386 million, supporting approximately 6,200 jobs. Countywide, \$1 million in tax receipts is generated from this industry. (Dean Runyan Associates, California Travel Impacts by County 1992-2016.)

Discussion: Based on the prior successful marketing programs with Sunset, the Visit Ukiah staff and Task Force recommend entering into another contract spanning August 2017 through July 2018 in the amount of \$41,690. Up to \$8,000 of that amount will be reimbursed by partners sharing ad space with Visit Ukiah. The proposed contract includes eight magazine ads and over \$10,000 worth of value-added bonuses. The magazine issues will be strategically selected to maximize community benefit by capitalizing on events and attractions that promote hotel stays.

Due to the confidential nature of the contract negotiations between staff and Sunset Magazine, staff is not able to attach the detailed contract. The proposed contract is consistent with prior contracts and with Visit Ukiah's mission statement and marketing plan. The Visit Ukiah program is paid for by Measure X funds (hotel bed tax).



AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution and Related Documents Authorizing Execution and Delivery of Site Lease and Financing Lease with California Infrastructure and Economic Development Bank ("I-Bank").

DEPARTMENT: Finance

PREPARED BY: Daniel Buffalo

ATTACHMENTS:

[Attachment 1 - Ukiah Site Lease](#)

[Attachment 2 - Ukiah Financing Lease](#)

[Attachment 3 - Resolution Authorizing I-Bank Financing Ukiah 2017](#)

Summary: Staff, working with Stradling Yocca Carlson & Rauth, as the City's bond counsel, has negotiated the terms of the financing documents with I-Bank, which are now in substantially final form. Staff is requesting Council approval and authority to complete the final steps in the financing process and close it.

Background: The City Council, pursuant to Resolution No. 2017-09 adopted on January 18, 2017, and Resolution No. 2017-19 adopted on April 5, 2017, has determined to finance the Redwood Business Park Traffic Improvements and the reconstruction of the US 101/Talmage Interchange (the "Projects") through an

RECOMMENDED ACTION: Approve and adopt a resolution approving documents of the Site Lease and Financing Lease associated with I-Bank financing, as well as authorize the execution thereof and the closing of the financing with I-Bank.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Shannon, Riley, Deputy City Manager; Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

agreement with the California Infrastructure and Economic Development Bank (the "I-Bank").

Discussion: The financing is structured as a lease. Pursuant to the Site Lease, the City will lease City Hall to the I-Bank in exchange for the I-Bank's delivery of \$4 million to fund the Projects. The form of the Site Lease is attached hereto as Attachment 1.

Pursuant to the Financing Lease, the I-Bank will sublease City Hall back to the City in exchange for the City's semiannual lease payments, which will be applied to repay the contract amount plus interest. The Financing Lease also contains important covenants of the City, including a covenant to budget sufficient General Fund moneys each Fiscal Year to make the annual lease payments, a covenant to maintain insurance on City Hall and a covenant to use City Hall for public purposes. The Financing Lease also includes the terms by which the City can prepay the lease payments or substitute another City-owned property in place of City Hall and the conditions (primarily a casualty or eminent domain event) under which lease payments will be subject to abatement. The form of the Financing Lease is also attached hereto as Attachment 2.

The Resolution (Attachment 3) before the Council implements staff's recommendation, which is to approve the forms of the Site Lease and Financing Lease and authorize the execution thereof and the closing of the financing.

Recording Requested By and Return To:

CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK
Attention: Loan Program Manager
1325 J Street, Suite 1823
Sacramento, CA 95814

This document is recorded for the benefit of the CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK and the recording is fee-exempt under Section 27383 of the California Government Code.

SITE LEASE

by and between the

**CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK**

and the

CITY OF UKIAH

Agreement No. ISRF 18-

Dated as of 1, 2017

SITE LEASE

THIS SITE LEASE (the "Site Lease"), is dated as of [REDACTED] and is effective and binding on the Parties (defined below) as of the Effective Date (as defined in the Financing Lease, defined below), by and between CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (hereinafter referred to as "IBank" or "Site Lessee"), duly organized and existing pursuant to the Bergeson-Peace Infrastructure and Economic Development Bank Act, constituting Division 1 of Title 6.7 of the California Government Code (commencing at section 63000 thereof) as now in effect and as it may from time to time hereafter be amended (the "Act") and the City Of Ukiah, a municipal corporation (the "Site Lessor"). IBank and the Site Lessor are hereinafter collectively referred to at time as the "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, IBank intends to assist the Site Lessor pursuant to the Act by financing the design, acquisition, construction, improvement and installation of the Facility (as defined in the Financing Lease, defined below);

WHEREAS, the Site Lessor owns the real property located in Mendocino County, California, commonly known as 300 Seminary Avenue, Ukiah, California, and commonly referred to as the "City Hall," said real property being more particularly described in Exhibit A attached hereto and incorporated herein (as defined in the Financing Lease, the "Site");

WHEREAS, the Site and all buildings and other improvements located thereon are collectively referred to as the "Leased Asset;"

WHEREAS, IBank intends to lease the Leased Asset from the Site Lessor pursuant to this Site Lease;

WHEREAS, upon execution of this Site Lease and lease of the Leased Asset to IBank, IBank intends to lease the Leased Asset back to the Site Lessor pursuant to a financing lease between the Parties of even date herewith (herein called the "Financing Lease");

WHEREAS, the Site Lessor intends to enter into this Site Lease and the Financing Lease with IBank, and perform its obligations hereunder and thereunder, as material consideration for IBank's agreement to finance the design, acquisition, construction, improvement and installation of the Facility for and on behalf of the Site Lessor;

WHEREAS, all terms with their initial letter or letters capitalized used, but not otherwise defined, herein shall have the meanings given to them in the Financing Lease;

WHEREAS, IBank has issued, and may issue, Proceeds Bonds, the proceeds of which may be used to provide all or a portion of the Facility Funds;

WHEREAS, IBank may pledge its rights, including the rights to receive payments, under the Financing Lease and this Site Lease to secure the Secured Bonds that it has issued, or that it may issue, for the benefit of its programs; and

WHEREAS, the Site Lessor acknowledges that the issuance or existence of both the Secured Bonds and Proceeds Bonds impacts its rights and obligations hereunder and under the Financing Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VAULABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Leased Asset.

The Site Lessor hereby leases to IBank and IBank hereby leases from the Site Lessor, on the terms and conditions hereinafter set forth, the Leased Asset.

SECTION 2. Assignment by IBank.

In connection with the Proceeds Bonds and the Secured Bonds, the Site Lessor acknowledges that certain of the rights of IBank hereunder may be assigned, in IBank's sole and absolute discretion, to one or more Trustees under one or more indentures. The Site Lessor agrees to execute all documents which may be requested by IBank or any such Trustees to protect their interests hereunder during the term hereof.

SECTION 3. Term.

The term of this Site Lease shall commence on the Effective Date, and shall end on the Expiry Date, unless the Expiry Date is extended, or is sooner terminated, as provided in the Financing Lease. If on the Expiry Date the rental payable under the Financing Lease shall not be fully paid, or if the rental payable under the Financing Lease shall have been abated at any time and for any reason, then the term of this Site Lease shall, automatically and without amendment, be extended until the new Expiry Date as shall be defined under the Financing Lease. If, prior to the Expiry Date, all amounts payable under the Financing Lease and this Site Lease have been fully paid in accordance with the terms of the Financing Lease and this Site Lease, respectively, the term of the Site Lease shall end.

SECTION 4. Rental.

IBank shall pay to the Site Lessor as and for rental for the entire term hereunder the sum of One Dollar (\$1), all of which rental shall be payable as an offset to amounts owed by the Site Lessor to IBank under the Financing Lease. In addition to the foregoing rental payment, IBank may pay to the Site Lessor as and for rental hereunder such surplus moneys, if any, as shall be paid over to the Site Lessor pursuant to the Financing Lease.

SECTION 5. Purpose.

IBank shall use the Leased Asset solely for the purpose of leasing the Leased Asset to the Site Lessor pursuant to the Financing Lease and for such purposes as may be

incidental thereto, provided, that in the event of default by the Site Lessor under the Financing Lease, IBank may exercise the rights and remedies provided in the Financing Lease.

SECTION 6. Right of Entry.

The Site Lessor reserves the right for any of its duly authorized representatives or designees to enter upon the Leased Asset at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination.

IBank agrees, upon the termination or expiration of this Site Lease, to quit and surrender the Leased Asset in its "as-is" condition to the Site Lessor, and agrees that any permanent improvements and structures existing upon the Leased Asset at the time of such termination or expiration of this Site Lease shall remain thereon and title thereto shall vest in the Site Lessor. IBank shall have no responsibility to maintain, repair, or reconstruct the Leased Asset.

SECTION 8. Default.

In the event IBank defaults in the performance of any material obligation on its part to be performed under the terms of this Site Lease, which default continues for sixty (60) days following notice and demand for correction thereof made to IBank by the Site Lessor, the Site Lessor may exercise any and all remedies granted to it by law, except that no merger of this Site Lease and of the Financing Lease shall be deemed to occur as a result thereof; provided, however, that the Site Lessor shall have no power to terminate this Site Lease by reason of any default on the part of IBank if such termination would affect or impair any assignment or sublease of all or any part of the Leased Asset then in effect between IBank and any assignee or subtenant of IBank (other than the Site Lessor under the Financing Lease); and so long as any assignee or subtenant of IBank shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the Site Lessor hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as the Financing Lease remains in effect, any amounts payable hereunder to IBank or its assignees (by the terms of such assignment or sublease) shall continue to be paid to IBank or its assignees. In the event any such default is not reasonably susceptible to cure within said sixty (60) day period, then IBank shall not be in default hereunder by reason of its failure to cure such default so long as IBank has commenced efforts to cure such default within said sixty (60) day period and diligently pursues the cure of such default until correction.

SECTION 9. Quiet Enjoyment.

IBank at all times during the term of this Site Lease, subject to the provisions of Section 8 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Asset.

SECTION 10. Waiver of Personal Liability.

All liabilities under this Site Lease on the part of IBank are solely liabilities of IBank as an entity of the government of the State of California, and the Site Lessor hereby releases each and every member, officer, agent and employee of IBank of and from any personal or individual liability for negligence under this Site Lease. All liabilities under this Site Lease on the part of the Site Lessor are solely liabilities of the Site Lessor as a public instrumentality under the laws of the State of California, and IBank hereby releases each and every member, officer, agent and employee of the Site Lessor of and from any personal or individual liability for negligence under this Site Lease.

SECTION 11. Taxes.

The Site Lessor covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Asset (including both land and improvements); provided, however, that the Site Lessor shall not pay any possessory interest taxes levied as a result of any assignment or sublease of all or any part of the Leased Asset then in effect between IBank and any assignee or subtenant of IBank (other than the Site Lessor under the Financing Lease).

SECTION 12. Eminent Domain.

In the event the whole or any part of the Leased Asset is taken permanently or temporarily under the power of eminent domain, the interest of IBank shall be recognized and is hereby determined to be the amount of the then unpaid indebtedness incurred or advanced by IBank to finance or refinance the construction of the Facility under the Financing Lease, including the unpaid principal and interest components of Base Rental Payments as well as any Additional Rental Payments payable under the Financing Lease.

SECTION 13. Loss, Damage, or Destruction.

IBank shall not be obligated to procure or maintain any insurance providing coverage for loss, damage, or destruction to the Leased Asset. IBank shall be under no obligation or liability for any loss, damage, or destruction to the Leased Asset, and shall not be obligated to repair, rehabilitate, or maintain, the Leased Asset, unless IBank is solely responsible by reason of its direct, active, conduct for such loss, damage, or destruction.

SECTION 14. Covenant to Enter into a Replacement Site Lease and Financing Lease.

The Site Lessor acknowledges that IBank has issued or may issue Proceeds Bonds or Secured Bonds subsequent to the Effective Date of this Site Lease, and that, if issued, the Site Lessor hereby covenants and agrees to enter into a replacement site lease and a replacement financing lease to replace this Site Lease and the Financing Lease. The Site Lessor understands and acknowledges that time is of the essence with respect to entry into such replacement site lease and replacement financing lease as such timing is mandated by Federal tax laws applicable to IBank's Proceeds Bonds and/or Secured Bonds. So long as the terms of the subsequent site lease and financing lease are substantially identical to the terms of this Site Lease and the

Financing Lease, the Site Lessor hereby covenants and agrees to timely execute the new documents, cooperate with IBank in good faith and provide related certifications and other documents in a timely manner.

SECTION 15. License to Access Leased Asset; Utilities and Parking.

The Site Lessor hereby irrevocably grants to IBank and IBank hereby accepts from the Site Lessor, during the term of this Site Lease, a license for ingress and egress to and from the Leased Asset.

The Site Lessor agrees to provide or cause to be provided to IBank and its assigns or sublessees, for their use, benefit, and enjoyment, throughout the term of this Site Lease, adequate parking spaces and such utility services, including electricity, gas, water, sewer, garbage disposal, heating, ventilating, air conditioning, telephone, cable, data, internet, and communications, as are available for use in the Leased Asset as of the Effective Date.

SECTION 16. Notices.

All written notices to be given hereunder shall be given by first class mail to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Parties in writing from time to time, namely:

If to IBank:

California Infrastructure and Economic Development Bank
Attn: Loan Servicing Manager, Loan No. ISRF 18-
P.O. Box 2830
Sacramento, CA 95812-2830

For overnight mail or personal delivery only:

California Infrastructure and Economic Development Bank
Attn: Loan Servicing Manager, Loan No. ISRF 18-
1325 J Street, Suite 1823
Sacramento, CA 95814

If to the Site Lessor:

City of Ukiah
Attn: Shannon Riley, Deputy City Manager/Visit Ukiah
Administrator
300 Seminary Ave., Ukiah, CA 95482-5400

SECTION 17. Contact Persons.

(a) The Executive Director of IBank or such other person as designated in writing by IBank shall manage this Site Lease for IBank and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation or performance under this Site Lease.

(b) The Site Lessor's contact person shall be its Deputy City Manager/Visit Ukiah Administrator or such other person as may be designated in writing by the Site Lessor. The Site Lessor's Deputy City Manager/Visit Ukiah Administrator shall be the Site Lessor's representative for the administration of this Site Lease and shall have full authority to act on behalf of the Site Lessor and may designate in writing another person or persons authorized to act on behalf of the Site Lessor. All communications given to the Site Lessor's Deputy City Manager/Visit Ukiah Administrator shall be as binding as if given to the Site Lessor.

SECTION 18. Binding Effect.

This Site Lease shall inure to the benefit of and shall be binding upon IBank and the Site Lessor and their respective successors and assignees, as permitted under the Financing Lease.

SECTION 19. Third Party Beneficiaries.

The Trustee is hereby expressly designated as a third party beneficiary hereunder for the purpose of enforcing any of the rights hereunder assigned to the Trustee and for the purpose of the Trustee enforcing its own rights. Nothing in this Site Lease, expressed or implied, is intended to give to any person other than IBank, the Site Lessor, and the Trustee, any right, remedy, or claim under or by reason of this Site Lease. All covenants, stipulations, promises, or agreements contained in this Site Lease by and on behalf of the Site Lessor shall be for the sole and exclusive benefit of IBank, the Trustee and their permitted assigns.

SECTION 20. Amendments to Site Lease.

No term or provision of this Site Lease may be waived or otherwise modified except by a written agreement signed by the Parties. The Parties acknowledge and agree that the previous sentence shall be interpreted, enforced, and adhered to strictly, notwithstanding any legal doctrine, rule, statute, or case law that may permit oral modification of this Site Lease, or that may find under certain circumstances the portion of this Section 20 requiring all modifications to this Site Lease be in writing is waived orally or by the Parties' conduct. To the greatest extent permissible under the law, the Parties hereby agree to waive any legal doctrine, rule, statute, or case law that permits, or could be construed to permit, modification of this Site Lease by means other than a writing signed by both Parties.

SECTION 21. Expectations.

The undersigned is an authorized representative of the Site Lessor acting for and on behalf of the Site Lessor in executing this Site Lease. To the best of the knowledge and belief of

the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

SECTION 22. Partial Invalidity.

The illegality, unenforceability, or invalidity of any provision of this Site Lease with regard to any Party or circumstance shall not render that provision illegal, unenforceable, or invalid with regard to any other Party or circumstance. All provisions of this Site Lease, in all other respects, shall remain legal, enforceable, and valid to the fullest extent permitted by law. If any provision of this Site Lease is held to be illegal, unenforceable, or invalid by a court of competent jurisdiction, then such provision shall be deemed severed from this Site Lease and this Site Lease shall be construed and enforced as if such illegal, unenforceable, or invalid provision had never been part hereof.

SECTION 23. California Law; Venue.

This Site Lease shall be governed by and construed and interpreted in accordance with the laws of the State. Any proceeding arising out of or pertaining to this Site Lease shall be filed in the Superior Court of Sacramento County, unless otherwise expressly agreed to by IBank in its sole and absolute discretion.

SECTION 24. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision hereof.

SECTION 25. No Merger.

This Site Lease shall not operate as a merger of the Site Lessor's Fee estate in the Leased Asset and its leasehold estate in the Leased Asset pursuant to the Financing Lease.

SECTION 26. No Personal Liability.

No member, director, officer, attorney, agent, or employee of IBank shall be individually or personally liable for the performance of any obligation under this Site Lease; but nothing herein contained shall relieve any such member, director, officer, agent, or employee from the performance of any official duty provided by law.

SECTION 27. Arm's Length Transaction.

The Site Lessor acknowledges and agrees that (i) the transaction contemplated by IBank pursuant to this Site Lease is an arm's-length commercial transaction, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, IBank is and has been acting solely as a principal and is not acting as the agent or fiduciary of or in any way advising the Site Lessor, (iii) IBank has not assumed an advisory or fiduciary responsibility in favor of the Site Lessor with respect to the transaction

contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether IBank has provided other services or is currently providing other services to the Site Lessor on other matters) and IBank has no obligation to the Site Lessor with respect to the transaction contemplated hereby except the obligations expressly set forth in this Site Lease and (iv) the Site Lessor has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

SECTION 28. Entire Agreement.

Except as expressly stated herein, this Site Lease, together with the exhibits and attachments hereto, and together with the Financing Lease, constitutes the entire agreement among IBank and the Site Lessor. Except as expressly stated herein, there are no understandings, agreements, representations or warranties, express or implied, not specified herein or therein regarding this Site Lease. Any terms and conditions of any document submitted by the Site Lessor in connection with this Site Lease which are in addition to or inconsistent with the terms and conditions of this Site Lease will not be binding on IBank and will not apply to this Site Lease.

SECTION 29. Time of the Essence.

Subject to the remainder of this Section 29, time is of the essence with respect to this Site Lease and the performance of each obligation contained in this Site Lease. Whenever the time for performance of any obligation under this Site Lease, or if under this Site Lease a Party must act by a particular time or date, or if an act is effective only if done by a particular time or date, and the last date for performance of such obligation or the doing or effectiveness of such act falls on a Saturday, Sunday, or legal holiday in the State or holiday of the Trustee, the time for performance of such obligation or the doing or effectiveness of such act shall be extended to the next day that is not a Saturday, Sunday, or a legal holiday in the State or a holiday of the Trustee. The first day shall be excluded and the last day shall be included when computing the time in which an obligation is to be performed or an act is to be done under this Site Lease. Unless otherwise provided herein all time periods shall end at 5:00 p.m. California time.

SECTION 30. Form of Documents.

The form and substance of all documents and instruments to be delivered to IBank under the terms of this Site Lease, if any, shall be at all times subject to IBank's approval, in its reasonable discretion. No document or instrument delivered to IBank, or to be delivered to IBank, or which is subject to the approval of IBank, shall be amended, modified, superseded, or terminated in any respect whatsoever without IBank's prior written approval.

SECTION 31. Actions.

IBank shall have the right to commence, appear in or defend any action or proceeding purporting to effect the Leased Asset or the rights, duties, or liabilities of IBank or the Site Lessor under this Site Lease. In exercising such right, IBank may incur and pay costs and expenses, including, but not limited to, attorney's fees and court costs. The Site Lessor agrees to

pay to IBank upon demand all such expenses incurred or paid by IBank together with interest at the legal rate, from the date such expenses were incurred or paid by IBank.

SECTION 32. Waiver of Consequential Damages.

To the fullest extent permitted by law, the Site Lessor shall not assert, and hereby waives, any claim against IBank on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct actual damages) arising from, or in connection with, this Site Lease.

SECTION 33. Execution in Counterparts.

This Site Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Site Lessor and IBank have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF UKIAH, as Site Lessor

By _____
Sage Sangiacomo
City Manager

Attest

By _____
Name _____
Title _____

CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK, as Site
Lessee

By _____
Teveia R. Barnes,
Executive Director

Attest

By _____
Stefan R. Spich
Secretary of the Board of Directors

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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)

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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)

EXHIBIT A

LEGAL DESCRIPTIONS OF THE SITE

Legal description of the real property comprising the Site:

Street address: 300 Seminary Avenue, Ukiah, CA 95482

Legal Description:

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

PARCEL ONE:

COMMENCING at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-02

PARCEL TWO:

BEGINNING at the intersection of the Southerly line of Clay Street and the Easterly line of Dora Street; thence Easterly along the Southerly line of Clay Street 761.60 feet to the Westerly line of Oak Street; thence Southerly along said Westerly line of Oak Street 456.5 feet to the Northerly line of the North half of Jones Addition, the map of which was filed June 11, 1909 in Map Case 1, Drawer 3, Page 36, Mendocino County Records; thence Westerly along said Northerly line 728 feet to the Easterly line of Dora Street; thence Northerly along said Easterly line 445 feet to the point of beginning.

EXCEPTING therefore the following:

COMMENCING at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-03

Recording Requested By and Return To:

CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK
Attention: Loan Servicing Manager
1325 J Street, Suite 1823
Sacramento, CA 95814

This document is recorded for the benefit of the CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK and the recording is fee-exempt under section 27383 of
the California Government Code.

FINANCING LEASE

by and between the

**CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK**

and the

CITY OF UKIAH

Agreement No. ISRF 18-

Dated as of **1, 2017**

FINANCING LEASE

THIS FINANCING LEASE is dated as of [REDACTED] 1, 2017, by and between the CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (the “Lessor” (as defined in Section 1.01) or “IBank”), duly organized and existing pursuant to the Bergeson-Peace Infrastructure and Economic Development Bank Act (the “Act,” as defined in Section 1.01) and the CITY OF UKIAH, a municipal corporation, duly organized and existing under the laws of the State of California (the “Lessee,” as defined in Section 1.01). The Lessor and Lessee are hereinafter at times collectively referred to as the “Parties” and individually as a “Party.”

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor desire to finance the design, acquisition, construction, improvement and installation of the Facility, as described in Exhibit A attached hereto and as defined in Section 1.01;

WHEREAS, the Lessee owns the real property situated at 300 Seminary Avenue, Ukiah, California (as defined in Section 1.01, the “Site”). The Site and improvements thereon, including the Lessee’s City Hall, are referred to collectively as the “Leased Asset,” as defined in Section 1.01;

WHEREAS, the Lessee has leased the Leased Asset to the Lessor pursuant to the Site Lease (as defined in Section 1.01), dated as of [REDACTED] 1, 2017, between the Lessee, as lessor and the Lessor, as lessee;

WHEREAS, the Lessee has determined that it is in the public interest, convenience and welfare and for the common benefit of the inhabitants of the Lessee that the Lessee finance the Facility through the delivery of this Financing Lease (as defined in Section 1.01);

WHEREAS, the Lessee is authorized by law to lease the Leased Asset and the lease of the Leased Asset is necessary and proper for public purposes;

WHEREAS, the Lessor has issued, and may issue additional, Proceeds Bonds (as defined in Section 1.01), the proceeds of which may be used to provide all or a portion of the Facility Funds (as defined in Section 1.01);

WHEREAS, the Lessor may pledge its rights, including the rights to receive payments, under this Financing Lease to secure bonds that it has issued or may issue for the benefit of its programs (“Secured Bonds,” as defined in Section 1.01);

WHEREAS, the Lessee acknowledges that the issuance or existence of both the Secured Bonds and Proceeds Bonds impacts its rights and obligations as described herein; and

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION, AND CONDITIONS PRECEDENT

SECTION 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section and elsewhere in this Financing Lease shall, for all purposes hereof and of any amendment hereof, have the meanings set forth herein. The following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“Act” means the Bergeson-Peace Infrastructure and Economic Development Bank Act, constituting Division 1 of Title 6.7 of the California Government Code (commencing at section 63000 thereof) as now in effect and as it may from time to time hereafter be amended.

“Additional Rental Payments” means all amounts payable by the Lessee pursuant to Section 3.01(b).

“Amortization Schedule” means that certain schedule of Base Rental Payments attached hereto as Exhibit E.

“Amortization Terms” shall have the meaning set forth in Section 3.01(a).

“Annual Fee” means the fee due to the Lessor on an annual basis as determined pursuant to Section 3.01(b)(1).

“Authorized Prepayment Period” has the meaning set forth in Section 3.05.

“Base Rental Payments” means all amounts payable by the Lessee as Base Rental pursuant to Section 3.01(a).

“Business Day” means any day, Monday through Friday, which is not a legal holiday of the State or the Trustee.

“Certificate of the Lessee” means a written request or certificate signed by a duly authorized representative of the Lessee.

“Claim” has the meaning set forth in Section 7.01.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Department of the Treasury issued thereunder, and in this regard

reference to any particular section of the Code shall include reference to all successors to such section of the Code.

“Criteria” means the “Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the Infrastructure State Revolving Fund (ISRF) Program” adopted by the IBank Board of Directors on February 23, 2016, as may thereafter be amended from time to time.

“Current Guidelines” has the meaning set forth in Section 6.16.

“Current Revenues” means revenues that are both received by the Lessee and utilized for the payment of Rental Payments under the Financing Lease within a six month period.

“Damaged Improvements” has the meaning set forth in Section 4.06.

“Debt Service” means, for any Fiscal Year, all Rental Payments due and payable during such Fiscal Year under this Financing Lease, together with all principal, interest, or other payments due and payable by the Lessee during such Fiscal Year under any loan, bond, note, advance, installment sale agreement, certificate of participation, financing lease, capital lease, equipment lease, or other evidence of indebtedness to which the Lessee is a primary obligor, secondary obligor, guarantor or surety.

“Effective Date” means the date on which this Financing Lease is last executed, as set forth on the signature page hereto, and is the date this Financing Lease becomes effective and binding on the Lessor and the Lessee, subject to this Agreement’s terms and conditions, and is the date on which the interest component of the Base Rental Payments begins to accrue hereunder.

“Event of Default” means any of the events described in Section 7.02.

“Expiry Date” means **Insert Date of Last Payment on Amortization Table**, except as extended or sooner terminated pursuant to Section 3.09.

“Facility” means those improvements financed with Facility Funds provided by the Lessor to the Lessee pursuant to the terms and conditions of this Financing Lease as further set forth in Exhibit A.

“Facility Costs” means the costs of the activities set forth in Exhibit A hereto for the construction, acquisition and/or installation of the Facility, all as approved by the Lessor in its sole and absolute discretion.

“Facility Delivery” shall have the meaning set forth in Section 2.07.

“Facility Funds” means moneys in the amount of four million dollars (\$4,000,000) provided by the Lessor to the Lessee pursuant to this Financing Lease to construct the Facility.

“Facility Funds Reduction” means the reduction of the amount of Facility Funds not yet disbursed and not necessary for the construction of the Facility.

“Facility Funds Reduction Request” has the meaning set forth in Section 3.05.

“Facility Funds Reduction Premium” has the meaning set forth in Section 3.05.

“Financed Property” has the meaning set forth in Section 4.03.

“Financing Lease” means this financing lease, dated as of the Effective Date, by and between the Lessor and the Lessee, as originally executed and as it may from time to time be amended or supplemented in accordance with the terms hereof.

“Fiscal Year” means any twelve month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve month period selected and designated by the Lessee as its official fiscal year period and approved by the Lessor.

“Governmental Unit” means any state, or political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

“Guidelines” has the meaning set forth in Section 6.16.

“Independent Accountant” means any certified public accountant or firm of certified public accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State, appointed by the Lessee who, or each of whom:

- (1) is in fact independent and not under the direct or indirect control of the Lessee or the Lessor;
- (2) does not have any substantial interest, direct or indirect, in the Lessee or the Lessor; and
- (3) is not connected with the Lessee or the Lessor as an officer or employee of the Lessee or the Lessor, but who may be regularly retained to make reports to the Lessee or the Lessor.

“Independent Consultant” means any engineer, geologist, or architect, or firm of engineers, geologists, or architects, duly licensed or registered or entitled to practice and practicing as such under the laws of the State, appointed by the Lessee who, or each of whom:

- (1) is in fact independent and not under the direct or indirect control of the Lessee or the Lessor;
- (2) does not have any substantial interest, direct or indirect, in the Lessee or the Lessor; and

- (3) is not connected with the Lessee or the Lessor as an officer or employee of the Lessee or the Lessor, but who may be regularly retained to make reports to the Lessee or the Lessor.

“Insurance Consultant” means an individual or firm either retained by the Lessee as an independent insurance consultant or an employee of the Lessee, experienced in the field of risk management.

“Insured Peril” has the meaning set forth in Section 4.06.

“Investment Property” means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax Exempt Obligation unless such obligation is a “specified private activity bond” within the meaning of section 57(a)(5)(C) of the Code.

“IRS” has the meaning set forth in Section 6.16.

“Leased Asset” means the Site and any and all improvements located thereon (as the same may be changed from time to time by Release or Substitution as provided in Section 2.06) and is described on Exhibit B hereto.

“Lease Year” means the period from each July 1 to and including the following June 30, during the term hereof; except that the initial Lease Year means the period from the Effective Date to and including June 30, 2018 and the last Lease Year shall be that period from July 1 to and including the day that this Financing Lease expires or is earlier terminated as provided herein.

“Lessee” means the City of Ukiah, a municipal corporation, duly organized and existing under the laws of the State, and its permitted successors and assigns.

“Lessor” means the California Infrastructure and Economic Development Bank, and its successors and assignees.

“Lessor Fiscal Year” means any twelve month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive.

“Liquidated Damages Charge” has the meaning set forth in Section 3.01(b)(4).

“Liquidated Damages Period” has the meaning set forth in Section 6.03(f).

“Maximum Rate” has the meaning set forth in Section 8.19.

“Net Proceeds” means, collectively, the net proceeds of any insurance or condemnation award resulting from any damage or destruction of any portion of the Leased Asset payable in accordance with Section 4.06.

“Nonexempt Person” means any Nongovernmental Person that is not an organization described in section 501(c)(3) of the Code acting in a capacity that is not an unrelated trade or business as defined in section 513(a) of the Code.

“Nongovernmental Persons” means any person or entity other than a Governmental Unit.

“Obligations” has the meaning set forth in Section 4.03(a)(1).

“Operating Budget” means the annual approved budget of the Lessee for the Lessee’s fiscal year.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the Lessee and approved by the Lessor or appointed by the Lessor and in all cases paid for by the Lessee and acceptable to the Lessor, in its sole and absolute discretion.

“Origination Fee” has the meaning set forth in Section 3.01(e).

“Owner” means the registered owner of any outstanding Proceeds Bond.

“Payment Account” means the funds or accounts (or any portions of any funds or accounts) that will hold monies that the Lessee expects to use to pay Rental Payments under the Financing Lease.

“Permitted Encumbrances” means, as of any particular time:

- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to Section 4.02, permit to remain unpaid;
- (2) this Financing Lease and the Site Lease, as they may be amended from time to time;
- (3) any right or claim of any mechanic, laborer, materialman, supplier or vendor, or any other “claimant” as defined in Civil Code Section 8004, that has not been perfected prior to the Effective Date or that has not been filed in the manner prescribed by law;
- (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the Effective Date and have been consented to in writing by the Lessor in its sole and absolute discretion; and

- (5) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of recordation of this Financing Lease and to which the Lessor has consented in writing in its sole and absolute discretion and to which the Lessee has consented in writing.

“Phase I Environmental Site Assessment” means an investigation of the environmental condition of the Facility, including all improvements and real property as well as surrounding improvements and real property, to determine the possibility of contamination, based on visual observation, interviews with knowledgeable persons, and the review of records and databases, in a manner consistent with the current standards and practices employed typically by State Registered Environmental Assessors, or other professionals licensed in the State as engineers or geologists, performing environmental assessments in the same general geographic location as the Facility.

“Phase II Environmental Site Assessment” means the in situ sampling and laboratory analysis of any contamination discovered in connection with a Phase I Environmental Site Assessment, in a manner consistent with the current standards and practices employed typically by State Registered Environmental Assessors, or other professionals licensed in the State as engineers or geologists, performing environmental assessments in the same general geographic location as the Facility.

“Preliminary Costs” means architectural, engineering, surveying or soil testing costs, reports such as environmental impact reports, Phase I or Phase II Environmental Site Assessments, feasibility studies, rate studies and CEQA reports, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, but not land acquisition, site preparation or similar costs incident to the commencement of construction.

“Prepayment Agreement” has the meaning set forth in Section 3.05.

“Prepayment Request” means any written request of the Lessee to prepay all or a portion of the principal component of the Base Rental Payments.

“Prior Guidelines” has the meaning set forth in Section 6.16.

“Proceeds Bonds” means bonds issued or to be issued by the Lessor, the proceeds of which may be used, in whole or part, to provide Facility Funds.

“Prohibited Prepayment Period” has the meaning set forth in Section 3.05.

“Purchase Price” means the price paid by the Lessee (if any) to acquire the real property and improvements thereon (if any), for the Facility.

“Reconstruction” has the meaning set forth in Section 4.06(a)(1).

“Reimbursement Resolution” has the meaning set forth in Section 6.16(b).

“Release” means the release of all or a portion of the Leased Asset from the leasehold hereof as provided in Section 2.06.

“Rental Payments” means Base Rental Payments and Additional Rental Payments.

“Replacement Lease Covenant” has the meaning set forth in Section 6.06.

“Report” means a written document signed by an Independent Consultant or an Independent Accountant, and including:

- (1) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Financing Lease to which such Report relates;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and
- (3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

“Reporting Covenants” has the meaning set forth in Section 6.03(f).

“Revised Amortization Schedule” shall have the meaning set forth in Section 3.01(a)(3).

“Secured Bonds” means bonds of one or more series issued or to be issued by the Lessor to which certain rights of the Lessor under this Financing Lease, including the right to receive Base Rental Payments, may be from time to time pledged or assigned directly or indirectly as security for such bonds.

“Service Contract” has the meaning set forth in Section 6.16.

“Site” means the real property described in Exhibit A of the Site Lease.

“Site Lease” means the site lease, dated as of the Effective Date, by and between the Lessee, as lessor, and the Lessor, as lessee, of the Site as originally executed and as it may from time to time be amended or supplemented.

“State” means the State of California.

“Substituted Property” has the meaning set forth in Section 2.06(a).

“Substitution” has the meaning set forth in Section 2.06(a).

“Tax Exempt Obligation” means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to section 103 of the Code or section 103 of the Internal Revenue Code of 1954, as amended, and Title XIII of the Tax Reform Act of 1986, as amended, as well as stock in a regulated investment company to the extent at least ninety-five percent (95%) of income to the stockholder is treated as interest that is excludable from gross income under section 103 of the Code.

“Trustee” means the trustee acting in its capacity as such in connection with any Proceeds Bonds or Secured Bonds, or any successor or assignee as therein provided, including the Lessor.

SECTION 1.02 Rules of Construction.

The singular form of any word used herein, including the terms defined in Section 1.01, shall include the plural, and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders. All references herein to “Sections” and other subdivisions hereof are to the corresponding Sections or subdivisions of this Financing Lease as originally executed; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Financing Lease as a whole and not to any particular Section or subdivision hereof. The Lessor and Lessee, and each of their counsel, participated in negotiating and drafting this Financing Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Financing Lease.

SECTION 1.03 Conditions Precedent to Effectiveness.

The Lessor shall have no obligation under this Financing Lease until the following conditions precedent to effectiveness of this Financing Lease have, in the Lessor’s reasonable discretion, been satisfied fully.

(a) The Lessor shall have received three (3) copies of each of this Financing Lease and the Site Lease bearing the Lessee’s original signature and Lessor shall have counter-signed this Financing Lease and the Site Lease.

(b) The Lessor shall have received a copy of a resolution duly adopted by the Lessee’s governing body approving entry into this Financing Lease and the Site Lease in form and content acceptable to the Lessor, a copy of which shall be attached hereto as Exhibit C.

(c) The Lessor shall have received an originally executed copy of an opinion of the Lessee’s legal counsel in form and content substantially similar to the Form of Opinion of Legal Counsel to the Lessee attached hereto as Exhibit F.

(d) The Lessee shall have paid to the Lessor the Origination Fee.

(e) The Lessee shall have provided satisfactory evidence that it has expended fully its funds, or has immediately available committed funds to expend, for each of the items in Exhibit G, Schedule of Sources and Uses of Facility Funds, denoted to be the responsibility of the Lessee, if any.

(f) The Lessor shall have received satisfactory evidence that this Financing Lease and the Site Lease have been duly recorded in the real property records of the county in which the Leased Asset is located and that the title insurance policy required under Section 4.05 hereof has been issued in favor of the Lessor.

ARTICLE II

THE LEASED ASSET

SECTION 2.01. Lease of the Leased Asset.

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Leased Asset on the conditions and terms hereinafter set forth. The Lessee hereby agrees and covenants that during the term hereof, except as hereinafter provided, it will use the Leased Asset for public purposes so as to afford the public the benefits contemplated hereby and so as to permit the Lessor to carry out its agreements and covenants contained herein, and the Lessee hereby further agrees and covenants that during the term hereof that it will not abandon or vacate the Leased Asset.

SECTION 2.02. Quiet Enjoyment.

The Parties hereto mutually covenant that the Lessee, so long as it observes and performs the agreements, conditions, covenants and terms required to be observed or performed by it contained herein and is not in default hereunder, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Leased Asset without suit, trouble or hindrance from the Lessor.

SECTION 2.03. Right of Entry and Inspection.

The Lessor shall have the right to enter into and inspect the Leased Asset and the Facility during reasonable business hours (and in emergencies at all times) for any purpose connected with the Lessor's rights or obligations hereunder and for all other lawful purposes.

SECTION 2.04. Prohibition Against Encumbrance or Sale.

The Lessee and the Lessor will not create, suffer to be created, or assume, any mortgage, pledge, lien, charge or encumbrance upon the Leased Asset except for Permitted Encumbrances. The Lessee and the Lessor will not sell or otherwise dispose of the Leased Asset or any property or equipment essential to the proper use, occupancy, and operation of the Leased Asset except as

otherwise provided herein. Notwithstanding anything to the contrary herein contained, the Lessee may assign, transfer, sublease, grant a license to use, or otherwise convey an interest or right in any and all of the Leased Asset or its other rights hereunder, provided that (a) the Lessor has, in its reasonable discretion, consented in writing to such assignment, transfer, sublease, license, or other conveyance, and all material terms thereof, (b) the Lessor has approved the instrument evidencing any such assignment, transfer, sublease, license, or other conveyance, (c) the rights of any assignee, transferee, sublessee, licensee, or conveyee shall be at all times subject and subordinate to all rights of the Lessor hereunder, (d) no such assignment, transfer, sublease, license, or conveyance shall relieve the Lessee of any of its obligations hereunder, (e) the assignment, transfer, sublease, license, or conveyance shall not result in a breach of any representation, warranty, or covenant of the Lessee contained in any other Section hereof, (f) any such assignment, transfer, sublease, license, or conveyance shall by its terms expressly provide that the fair rental value of the Leased Asset for all purposes shall be first allocated to this Financing Lease, as the same may be amended from time to time before or after any such assignment, transfer, sublease, license, or conveyance, (g) any such assignment, transfer, sublease, license, or conveyance shall not affect the tax status of any Proceeds Bonds or Secured Bonds and (h) no such assignment, transfer, sublease, license, or conveyance shall confer upon the parties thereto any remedy which allows reentry upon the Leased Asset unless concurrently with granting such remedy the same shall be also granted hereunder by an amendment to this Financing Lease which in all instances be deemed prior to and superior to any such assignment, transfer, sublease, license, or conveyance.

SECTION 2.05 Liens.

In the event the Lessee shall at any time during the term hereof cause any improvements to the Leased Asset to be constructed or materials or equipment to be supplied in or upon or attached to the Leased Asset ("Leased Asset Improvement"), the Lessee shall pay or cause to be paid when due all sums of money that may become due or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Lessee in, upon, about or relating to the Leased Asset and shall keep the Leased Asset free of any and all liens against the Leased Asset or the Lessor's interest therein. The Lessee shall give the Lessor written notice immediately upon the commencement of any such Leased Asset Improvement. The written notice may be given by providing the Lessor with a copy of a "Notice to Proceed" transmitted by the Lessee to its direct contractor, or any similar written instrument transmitted by the Lessee authorizing its direct contractor to commence the Leased Asset Improvement. In the event any such lien attaches to or is filed against the Leased Asset or the Lessor's interest therein, and the enforcement thereof is not stayed or if so stayed such stay thereafter expires, the Lessee shall cause each such lien to be fully discharged and released or provide adequate Bond Coverage (defined below) on or before the time the performance of any obligation secured by any such lien matures or becomes due. For purposes of this Section 2.05 only, "Bond Coverage" shall mean either (i) a cash bond in an amount the Lessor deems sufficient in its reasonable discretion held in reserve by the Lessee exclusively for the satisfaction of the lien(s); or (ii) a bond or bonds in the amount required by statute to cause the release of the lien(s) issued by good and sufficient corporate sureties as required by statute, and as otherwise reasonably acceptable to the Lessor. If any such lien shall be reduced to final judgment and such

judgment or any process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, the Lessee shall forthwith, but in no event in less than thirty (30) days, pay and discharge or cause to be paid and discharged such judgment. In the event the Lessee fails to pay and discharge, or cause to be paid and discharged, any such judgment as set forth herein, the Lessor may, but is not obligated to, pay and discharge, or cause to be paid and discharged, any such judgment and the Lessee shall within thirty (30) days reimburse to the Lessor any costs incurred by the Lessor in connection therewith, including, but not limited to, the Lessor's attorney's fees (including, but not limited to, the fees of the Lessor's in-house counsel, outside counsel, or the California Attorney General's Office) and any bond premium.

SECTION 2.06 Substitution or Release of Leased Asset.

(a) The Lessee and the Lessor may amend this Financing Lease to (i) substitute alternative real and personal property and/or improvements (the "Substituted Property") for the real and personal property and improvements comprising the Leased Asset (a "Substitution") or (ii) remove real property (including undivided interests therein), personal property, or improvements from the definition of Leased Asset ("Release"), in each case upon compliance with all of the conditions set forth in subsection (b). After a Substitution or Release, the part of the Leased Asset for which the Substitution or Release has been effected shall be released from the leasehold hereunder.

(b) No Substitution or Release shall take place hereunder until the Lessee delivers to the Lessor the following:

(1) A Certificate of the Lessee containing a description of all or part of the Leased Asset to be released and, in the event of a Substitution, a description of the Substituted Property constituting the Substitution;

(2) A Certificate of the Lessee stating that the annual fair rental value of the Leased Asset after a Substitution or Release, in each year during the remaining term of this Financing Lease, is at least equal to the maximum annual Base Rental Payments and Additional Rental Payments attributable to the Leased Asset during the remaining term of this Financing Lease. Annual fair rental value shall be determined by the Lessee on the basis of an appraisal of the Leased Asset after said Substitution or Release conducted by a member of the American Institute of Real Estate Appraisers or the American Society of Appraisers, or an appraiser otherwise acceptable to the Lessor in its reasonable discretion, designated by the Lessee and approved in writing by the Lessor in its reasonable discretion (or on such other basis and with such other evidence of annual fair rental value as may be approved by the Lessor, in writing, in its reasonable discretion). Said Certificate shall attach a copy of such appraisal or other evidence of fair rental value;

(3) An opinion of legal counsel, in a form and content satisfactory to the Lessor in its reasonable discretion, to the effect that the Financing Lease and Site Lease amendment documenting the Substitution or Release have been duly authorized, executed and

delivered by the Lessee and constitute the valid and binding obligations of the Lessee enforceable in accordance with their terms;

(4) In the event of a Substitution, a policy of title insurance in form and content acceptable to the Lessor in its reasonable discretion covering the Substituted Property in an amount at least equal to the proportionate share of the Base Rental Payments and Additional Rental Payments represented by the Substitution, insuring the Lessor's interest in the Substituted Property, with a level of coverage comparable to that provided for the Leased Asset, subject to Permitted Encumbrances;

(5) In the event of a Substitution, an opinion of legal counsel of the Lessee, or endorsement by a title company, each in a form and content acceptable to the Lessor, to the effect that the exceptions, if any, contained in the title insurance policy referred to in (4) above do not interfere with the beneficial use and occupancy of the Substituted Property described in such policy by the Lessee for the purposes of leasing or using the Substituted Property;

(6) An Opinion of Counsel, nationally recognized as having expertise in the exemption of interest from gross income under the Code, that the Substitution or Release does not cause the interest with respect to any Proceeds Bonds that were the source of part or all of the Facility Funds, or any Secured Bonds, to be includable in gross income of the Owners thereof for federal income tax purposes; such Opinion of Counsel shall be provided by counsel the Lessor selects and the Lessee shall bear the cost of such opinion;

(7) In the event of a Release, an endorsement to the Lessor's policy of title insurance for the Leased Asset in a form and content satisfactory to the Lessor in its reasonable discretion ensuring that such Release is valid and legal and does not alter, effect, or diminish the Lessor's right, title, interest, or priority in the remaining portion of the Leased Asset; and

(8) In the event of a Substitution, a Certificate of the Lessee stating that the Lessee has complied with the covenants contained in subsections (1) and (2) of Section 4.03(a) hereof with respect to the Substituted Property.

(c) No Substitution or Release shall be effective until the Lessor has acknowledged, in writing, that the foregoing conditions to such Substitution or Release have been met and the Parties have amended the Site Lease and this Financing Lease to reflect such Substitution or Release.

SECTION 2.07 Construction, Acquisition and Installation of the Facility;
Construction Contracts.

(a) The Lessor hereby agrees to perform all necessary acts, including, but not limited to, acquisition, design, permitting, entitlement, environmental review and documentation, design, engineering, architecture, construction, equipping, machinery installation, construction

management, and administration, to complete and deliver a fully operational Facility (“Facility Delivery”) for the benefit of the Lessee. In order to implement this provision, the Lessor hereby appoints the Lessee as its agent for the purpose of performing all of the foregoing acts in connection with the completion and delivery of an operational Facility; and the Lessee hereby accepts such appointment and agrees to perform all acts necessary to achieve Facility Delivery, including, but not limited to, entry into such engineering, design and construction contracts and purchase orders as may be necessary, as agent for the Lessor, to achieve Facility Delivery. The Lessee hereby agrees that, as such agent, it will cause the Facility Delivery to be diligently completed. Notwithstanding the foregoing, it is hereby expressly understood and agreed that the Lessor shall have no obligations whatsoever for Facility Delivery and shall be, except for providing the Facility Funds, pursuant to the terms hereof, under no obligation of any kind or character whatsoever for the payment of any costs or expenses incurred by the Lessee (whether as an agent for the Lessor or otherwise) for any of the actions associated with the Facility Delivery, or resulting from such actions, and that all such costs and expenses shall be paid by the Lessee, regardless of whether Facility Funds are sufficient to cover such costs. The rights granted the Lessor hereunder constitute a power coupled with an interest and cannot be revoked.

(b) The Lessee represents and warrants that all construction contracts and subcontracts necessary for Facility construction have been or will be awarded pursuant to competitive bidding and requirements applicable to the Lessee for similar construction projects.

(c) The Lessee represents and warrants that it intends to complete construction of the Facility on or before [REDACTED].

(d) In the event the Lessor is served with a stop payment notice in connection with the Facility, the Lessee shall within thirty (30) days cause such stop payment notice to be discharged or released, whether by payment of the sum requested in such stop payment notice, by procurement of a stop payment notice release bond, or by any other legally available means. The Lessor shall withhold from the Lessee amounts sufficient to pay the claim stated in the stop payment notice until such stop payment notice is released and/or discharged to the Lessor’s satisfaction, in its sole and absolute discretion.

SECTION 2.08 Disbursement of Facility Funds.

(a) The Lessor shall disburse Facility Funds solely for the purposes set forth in Exhibit G hereto. The aggregate sum of disbursements for each category set forth in Exhibit G shall not exceed the corresponding amounts set forth in Exhibit G. Upon compliance with disbursement conditions set forth herein and receipt of a written request for disbursement, the Lessor will disburse a portion of Facility Funds to the Lessee for Facility Costs in amounts of at least five thousand dollars (\$5,000) up to a total aggregate amount not to exceed the Facility Funds. All requests for payment shall be accompanied by information and documentation as may be requested by the Lessor to determine the amount of Facility Funds to be disbursed.

(b) Each disbursement request shall specify one or more of the following for the Facility Funds sought in the disbursement request:

(1) The Lessee previously paid the Facility Costs and is requesting reimbursement;

(2) The Lessee will pay the Facility Costs directly upon receipt of funds from the Lessor; or

(3) The Lessor is requested to pay the disbursement for Facility Costs directly to the party owed the funds instead of the Lessee.

(c) By submitting to the Lessor a disbursement request of the type set forth in subparagraph (b)(1), above, the Lessee represents and warrants that it has previously paid the Facility Costs indicated in such disbursement request. By submitting to the Lessor a disbursement request of the type set forth in subparagraph (b)(2), above, the Lessee represents and warrants that it will pay the Facility Costs indicated in such request directly upon receipt of funds from the Lessor.

(d) No Facility Funds shall be disbursed unless and until the Lessor receives documentation satisfactory to it demonstrating that the Lessee has incurred costs that constitute both reasonable and necessary Facility Costs and which are consistent with the cost categories, amounts and requirements described in this Financing Lease.

(e) Unless otherwise consented to in writing by the Lessor, the Lessee must both: (1) begin Facility construction no later than six months after the Effective Date; (2) complete the Facility in a manner in which the Lessee may legally occupy, use, and possess the entirety of the Facility no later than ; and (3) submit final invoices to the Lessor for the entire amount of the Facility Funds no later than thirty-five (35) months after the Effective Date. If the Lessee fails to meet any of these conditions, the Lessor may, among other legally available remedies, elect to withhold any and all undisbursed Facility Funds pursuant to Section 2.10 hereof.

(f) Notwithstanding any contrary provisions of this Financing Lease or any related documents, under no circumstances will the Lessor be obligated to make disbursements in excess of the lesser of (i) actual Facility Costs incurred, or (ii) the amount of the Facility Funds.

(g) Not more than ninety-five percent (95%) of each invoice payable from Facility Funds shall be disbursed until the Lessor receives a recorded notice of completion for the Facility or other evidence of Facility completion satisfactory to the Lessor; and the Lessee has met all conditions precedent to final disbursement set forth herein.

SECTION 2.09 Use of the Leased Asset.

The Lessee will not use, operate, occupy, or maintain the Leased Asset improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. The Lessee shall provide all permits and licenses, if any, necessary for the operation, use, and/or occupancy of the Leased Asset. In addition, the Lessee agrees to comply in all respects (including, without limitation, with respect to the use, occupancy, maintenance and operation of

each portion of the Leased Asset) with all laws of the jurisdictions in which its operations involving any portion of the Leased Asset may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Leased Asset; provided, that the Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor in its reasonable discretion, adversely affect the estate of the Lessor in and to the Leased Asset or its interest or rights hereunder.

SECTION 2.10 Withholding of Facility Funds.

(a) The Lessor may withhold all or any portion of the Facility Funds until the following has been cured by the Lessee or this provision is waived by the Lessor:

(1) The Lessee has violated any of the material terms, conditions, representations, warranties, or covenants, as determined by the Lessor in its reasonable discretion, of this Financing Lease, or

(2) An Event of Default has occurred.

(b) In the event that any portion of the Facility Funds is withheld from the Lessee pursuant to this Section 2.10, the Lessor shall so notify the Lessee.

(c) If any portion of the Facility Funds is withheld pursuant to this Section 2.10, the Lessee remains obligated to repay the entire amount of the Facility Funds; provided however, to the extent permitted hereunder, the Lessee may submit to the Lessor a Facility Funds Reduction Request pursuant to Section 3.05.

SECTION 2.11. Disclaimer of Warranties.

THE LESSOR MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED ASSET, OR WARRANTY WITH RESPECT THERETO. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A BUILDER OR MANUFACTURER OF ANY PORTION OF THE LEASED ASSET OR A DEALER THEREIN, THAT THE LESSEE LEASES THE LEASED ASSET AS-IS, AFTER INVESTIGATION, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE LESSEE. IN NO EVENT SHALL THE LESSOR OR ITS SUCCESSORS OR ASSIGNEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS FINANCING LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE LESSEE'S USE OF THE LEASED ASSET AS PROVIDED HEREBY.

ARTICLE III

FINANCING LEASE TERMS

SECTION 3.01. Rental Payments.

The Lessee agrees to pay to the Lessor, its successors or assignees, without deduction or offset of any kind, as rental for the use and occupancy of the Leased Asset, the following amounts at the following times:

(a) Base Rental Payments.

The Lessee shall pay to the Lessor rental hereunder as Base Rental Payments with respect to the Leased Asset at the times and in the amounts set forth in the Amortization Schedule. The Lessor shall calculate the Amortization Schedule as of the Effective Date based on (i) the Facility Funds amount, (ii) the initial term of this Financing Lease as set forth in Section 3.09 hereto, and (iii) an interest rate of three and three-tenths percent (3.30%) (collectively, the “Amortization Terms”) and shall attach the Amortization Schedule as Exhibit E hereto upon the Effective Date. Interest shall commence to accrue hereunder on the Effective Date as set forth in the Amortization Schedule. In the absence of manifest error, the Amortization Schedule shall be final, conclusive, and binding on the Lessee.

(1) The Lessee shall make bi-annual payments to the Lessor of the Base Rental Payments due in the then current fiscal year (as set forth in the Amortization Schedule), in accordance with instructions provided in the Lessor’s invoices, not later than February 1 and August 1 of such year commencing February 1, 2018; provided, however, that the Lessee’s failure to receive an invoice shall not relieve it of its obligation to make the payments required herein. The Base Rental Payments as set forth in the Amortization Schedule shall be for the right to use and occupy the Facility for the preceding six-month period, or portion thereof.

(2) Base Rental Payments shall consist of both an interest component and a principal component based upon the total amount of Facility Funds. Interest shall accrue on the entire principal balance of Facility Funds, whether or not disbursed, as set forth in the Amortization Schedule; provided, however, that as an offset against interest paid on undisbursed Facility Funds, the Lessee shall receive payment following the end of each Lessor Fiscal Year in which undisbursed portions of the Facility Funds remain (excepting any undisbursed Facility Funds that are subject to a Facility Funds Reduction as set forth in this Financing Lease) of the lesser of: (i) the actual interest earned by the Lessor during such Lessor Fiscal Year on the undisbursed portions of the Facility Funds, or (ii) the interest that would have accrued during such Lessor Fiscal Year on the undisbursed portions of the Facility Funds calculated using the interest rate of this Financing Lease. Said reimbursement shall be in the form of a check payable to the order of the Lessee at the address set forth in Section 8.01 of this Financing Lease on or about the ninetieth (90th) calendar day following the end of the Lessor Fiscal Year.

(3) The Lessor may, in its sole and absolute discretion, revise the Amortization Schedule (a “Revised Amortization Schedule”) subsequent to the Effective Date to (i) correct a computational error in the prior Amortization Schedule, (ii) to account for any abatement of Base Rental Payments, (iii) to account for any partial prepayment permitted under Section 3.05 or (iv) to account for any Facility Funds Reduction permitted under Section 3.05. Any Revised Amortization Schedule shall be calculated (i) such that the Lessor will receive the aggregate sum of all principal and interest Base Rental Payments it would have received had the Amortization Schedule been calculated correctly based on the Amortization Terms and as of the Effective Date, (ii) to account for the duration of any abatement period, (iii) to account for any partial prepayment or (iv) to account for any Facility Funds Reduction, as applicable. The Revised Amortization Schedule shall be incorporated herein automatically upon its completion by the Lessor and in the absence of manifest error any such Revised Amortization Schedule shall be final, conclusive, and binding on the Lessee.

(b) Additional Rental Payments.

The Lessee shall pay Additional Rental Payments in addition to the Base Rental Payments to the Lessor as hereinafter provided:

(1) a payment of an Annual Fee due with the principal payment each year during the term of this Financing Lease in an amount equal to three-tenths of one percent (.3%) of the outstanding principal component of the remaining Base Rental Payments as of the first day of the month prior to the month in which the principal payment is due as set forth in the Amortization Schedule. Such Annual Fee is due on August 1 of each year; and

(2) amounts in each year as shall be required by the Lessor for the payment of extraordinary expenses of the Lessor in connection with an Event of Default, the enforcement of this Financing Lease, or any amendments thereto requested by the Lessee, including all expenses, fees of accountants, trustees, attorneys, litigation costs, insurance premiums, taxes, assessments (if any), and all other extraordinary costs of the Lessor. Such additional payments shall be billed by the Lessor from time to time, together with any appropriate supporting documents for such extraordinary costs or expenses; and

(3) Additional Rental Payments (other than the Annual Fee which is to be paid as provided in subsection 1 above) are due within thirty (30) days from the date of the Lessor’s invoice. Any amounts not promptly paid shall accrue interest at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

(4) Unless expressly waived by the Lessor in writing, in the event the Lessee fails to cure any Reporting Covenants noncompliance as set forth in Section 6.03(f) or fails to cure any Replacement Lease Covenant noncompliance within 30 days after receipt by the Lessee of the replacement site lease and financing lease from the Lessor as set forth in Section 6.06 of this Financing Lease, an amount equal to one quarter of one percent (0.25%) of the outstanding principal component of the Base Rental Payments shall automatically be imposed monthly as liquidated damages charged to the Lessee, and not as a penalty (the “Liquidated Damages Charge”),

and shall continue to be imposed throughout the Liquidated Damages Period. The Lessee shall be obligated to pay the Liquidated Damages Charge as Additional Rental Payments. Such Additional Rental Payment shall be reflected in an invoice from the Lessor to the Lessee. The Lessee agrees that, under the circumstances existing as of the date of this Financing Lease, such Liquidated Damages Charge represents a reasonable estimate of the costs and expenses the Lessor will incur as a result of the Lessee's noncompliance with the Reporting Covenants and/or the Replacement Lease Covenant. Nothing herein shall be construed as an express or implied agreement by the Lessor to forbear on its exercise of any other rights or remedies provided by this Financing Lease, as a waiver of such rights or remedies, or as a waiver of any default or Event of Default under this Financing Lease.

(c) Consideration.

Such payments of Base Rental Payments and Additional Rental Payments for each Lease Year or portion thereof during the term of this Financing Lease shall constitute the total Rental Payments for such Lease Year or portion thereof and shall be paid or payable by the Lessee for and in consideration for the right of the use and possession of, and the continued quiet use and enjoyment of, the Leased Asset. The Lessee represents and warrants that it has determined, and hereby agrees with the Lessor, that the amount of such total Rental Payments for each Lease Year is consistent with, and does not exceed, the fair rental value of the Facility. In making such determination, consideration has been given to the costs of constructing the Facility to be financed with Facility Funds, the value of the Site, the other obligations set forth in this Financing Lease, the uses and purposes which may be served by the Facility and the benefits therefrom which will accrue to the Lessee and the general public.

(d) Payment; Credit.

Amounts not paid when due hereunder shall remain due and payable until received by the Lessor, except as provided in Section 3.04 hereof, and to the extent permitted by law shall bear simple interest at the rate of the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate authorized by law from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Lessee and the Lessor, the Lessee shall make all Rental Payments when due, without deduction or offset of any kind, and shall not withhold any Rental Payments pending the final resolution of any such dispute. In the event of a determination that the Lessee was not liable for said Rental Payments or any portion thereof, said payments or excess of payments, as the case may be, shall, at the option of the Lessee, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

(e) A one-time Origination Fee in the amount of forty thousand dollars (\$40,000) shall be due and payable by the Lessee on the Effective Date.

SECTION 3.02. Lessee Covenant to Budget.

The Lessee hereby covenants to take any and all action as may be necessary to include all Base Rental Payments and Additional Rental Payments due under this Financing Lease in its Operating Budget for each Fiscal Year commencing after the Effective Date and to make all necessary appropriations for such Base Rental Payments and Additional Rental Payments. In addition, to the extent permitted by law, the Lessee hereby covenants to take such action as may be necessary to amend or supplement the budget appropriations for payments under this Financing Lease at any time and from time to time during any Fiscal Year in the event that the actual Base Rental Payments and Additional Rental Payments to be paid in any fiscal year exceed the appropriations then contained in the Lessee's Operating Budget.

SECTION 3.03. Application of Rental Payments.

All Base Rental Payments received shall be applied first to the interest component of Base Rental Payments, then to the principal component of Base Rental Payments due hereunder (including any prepayment premium components) and thereafter to all Additional Rental Payments due hereunder, but no such application of any payments which are less than the total Rental Payments due and owing shall be deemed a waiver of any default hereunder.

SECTION 3.04. Base Rental Abatement Due to Damage, Destruction, Title Defect or Condemnation.

Except to the extent of (i) Net Proceeds received pursuant to use and occupancy insurance, and (ii) amounts, if any, otherwise legally available to the Lessee for payments due hereunder, during any period in which, by reason of material damage, destruction, title defect or condemnation there is substantial interference with the use and possession by the Lessee of any portion of the Leased Asset, Base Rental Payments due hereunder with respect to the Leased Asset shall be abated in an amount proportionate to the annual fair rental value of the portion of the Leased Asset in respect of which there is substantial interference. In the event the Lessee shall assign, transfer or sublease any or all of the Leased Asset or other rights hereunder, as permitted by Section 2.04 hereof, for purposes of determining the annual fair rental value available to pay Base Rental Payments and Additional Rental Payments, annual fair rental value of the Leased Asset shall first be allocated to this Financing Lease as provided in subsection (d) of Section 2.04. Any abatement of Base Rental Payments pursuant to this Section shall not be considered an Event of Default. The Lessee waives the benefits of Civil Code sections 1932(2) and 1933(4) and any and all other rights to terminate this Financing Lease by virtue of any such interference and this Financing Lease shall continue in full force and effect. Such abatement shall continue for the period commencing with the date of such damage, destruction, title defect or condemnation and ending with the substantial completion of the work of repair or replacement of the portions of the Leased Asset so damaged, destroyed, defective or condemned. In the event of any such abatement, the Lessor shall prepare a Revised Amortization Schedule as set forth in paragraph 3.01(a)(3) of this Financing Lease.

In the event that Base Rental Payments are abated, in whole or in part, pursuant to this Section 3.04 due to damage, destruction, title defect or condemnation of any part of the Leased Asset and the Lessee is unable to repair, replace or rebuild the Leased Asset from the Net Proceeds, if any, the Lessee agrees to promptly apply for and to use its best efforts to obtain any appropriate State and/or federal disaster relief in order to obtain funds to repair, replace or rebuild the Leased Asset.

SECTION 3.05. Limitations on Prepayment and Facility Funds Reductions.

(a) No Right to Early Prepayment. The Lessee is not permitted to prepay all or a portion of the outstanding principal component of the Base Rental Payments during the period commencing with the Effective Date and ending with the date that is ten (10) years after the Effective Date (the “Prohibited Prepayment Period”).

(b) Authorized Prepayment Period. At any time, after ten (10) years from the Effective Date (the “Authorized Prepayment Period”), the Lessee, upon satisfaction of the conditions of this Section 3.05, may prepay all or a portion of the outstanding principal amount of the Base Rental Payments as follows: (i) if the prepayment date is on or after ten (10) years after the Effective Date but prior to eleven (11) years after the Effective Date, the prepayment amount shall be one hundred two percent (102%) of the principal amount being prepaid; (ii) if the prepayment date is on or after eleven (11) years after the Effective Date but prior to twelve (12) years after the Effective Date, the prepayment amount shall be one hundred one percent (101%) of the principal amount being prepaid; and (iii) if the prepayment date is on or after twelve (12) years after the Effective Date, the prepayment amount shall be one hundred percent (100%) of the principal amount being prepaid. Further, the Lessee shall pay to the Lessor all interest accrued and unpaid on the prepayment amount through the date of prepayment, plus any Additional Rental Payments, plus the *pro rata* portion of the Annual Fee accrued since the last Annual Fee Payment.

(c) Facility Funds Reduction. During the Prohibited Prepayment Period the amount of undisbursed Facility Funds will not be reduced and will continue to accrue interest and other charges as set forth in this Financing Lease. During the Authorized Prepayment Period, upon satisfaction of the conditions of this Section 3.05, the Lessee may obtain a Facility Funds Reduction. For any Facility Funds Reduction obtained (i) on or after ten (10) years after the Effective Date but prior to eleven (11) years after the Effective Date, the Lessee shall pay to the Lessor a premium (a “Facility Funds Reduction Premium”) of two percent (2%) of the amount of Facility Funds Reduction; (ii) on or after eleven (11) years after the Effective Date but prior to twelve (12) years after the Effective Date, the Lessee shall pay to the Lessor a Facility Funds Reduction Premium of one percent (1%) of the amount of Facility Funds Reduction; and (iii) on or after twelve (12) years from the Effective Date, no Facility Funds Reduction Premium shall be due. Further, the Lessee shall pay to the Lessor all interest accrued and unpaid on the Facility Funds Reduction amount through the date of the Facility Funds Reduction, plus any Additional Rental Payments, plus the *pro rata* portion of the Annual Fee accrued since the last Annual Fee Payment.

(d) Written Request Required. The Lessee must provide the Lessor with its Prepayment Request or Facility Funds Reduction Request in writing and at least ninety (90) days prior to the requested prepayment or reduction date. The Lessor will not accept any prepayment funds from the Lessee, or implement a Facility Funds Reduction, unless and until all applicable requirements of this Section 3.05 have been met.

(e) Amendment for Partial Prepayment or Facility Funds Reduction. If during the Authorized Prepayment Period the Lessee prepays a portion of the outstanding principal component of the Base Rental Payments or makes a Facility Funds Reduction, then the Lessor and the Lessee shall enter into an amendment to this Financing Lease reflecting the terms of the prepayment or Facility Funds Reduction, including a Revised Amortization Schedule, and the Lessee shall pay to the Lessor all interest accrued and unpaid on the prepayment amount or Facility Funds Reduction amount through the date of prepayment or Facility Funds Reduction, plus the portion of the outstanding principal component of the Base Rental Payments approved for prepayment, plus any applicable prepayment premium or Facility Funds Reduction Premium, plus any Additional Rental Payments, plus the *pro rata* portion of the Annual Fee accrued since the last Annual Fee Payment. The Lessor will not accept any prepayment, and any Facility Funds Reduction will not take effect, until the Parties have executed such amendment to this Financing Lease.

(f) Prepayment Agreement for Full Prepayment. In the event the Lessee elects to prepay the entire outstanding amount of Rental Payments as set forth in paragraph 3.05(a), the Parties shall enter into a prepayment agreement (a "Prepayment Agreement") in form and content acceptable to the Lessor in its sole and absolute discretion. The Lessor will not accept a full prepayment, and the Lessee's obligations under this Financing Lease will not terminate as set forth in Section 3.09 of this Financing Lease, until the Parties have executed a Prepayment Agreement.

SECTION 3.06. Obligation to Make Rental Payments.

The agreements and covenants on the part of the Lessee contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Lessee to take such action and do such things as are required and to the extent permitted by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the agreements and covenants contained herein agreed to be carried out and performed by the Lessee.

SECTION 3.07. Fair Rental Value.

Base Rental Payments for each Lease Year during the term of this Financing Lease shall be paid by or on behalf of the Lessee in each Lease Year for and in consideration of the right of use and occupancy of the Leased Asset during each such Lease Year. The Parties hereto have agreed and determined that the total Base Rental Payments and Additional Rental Payments for each Lease Year represent the fair rental value for the right of use and possession and the continued quiet use and enjoyment of the Leased Asset for each such Lease Year. In making

such determination, consideration has been given to costs related to the Leased Asset, other obligations of the parties under this Financing Lease, the uses and purposes that may be served by the Leased Asset, and the benefits therefrom which will accrue to the Lessee and the general public.

SECTION 3.08 Survival of Tax Provisions.

Notwithstanding any provision in this Financing Lease to the contrary, the obligation to comply with all tax-related requirements set forth in Sections 6.16 shall survive termination of this Financing Lease or prepayment of the Base Rental Payments hereunder.

SECTION 3.09. Commencement and Termination of the Financing Lease; Vesting of Title.

(a) The term of this Financing Lease shall commence on the Effective Date, and shall end on the Expiry Date, unless the Expiry Date is extended or is sooner terminated as hereinafter provided. If on the Expiry Date the rental payable hereunder shall not be fully paid, or if the rental payable hereunder shall have been abated at any time and for any reason, then (i) the term of this Financing Lease shall be extended automatically and without amendment until the date on which the rental payable hereunder shall be fully paid, (ii) the Expiry Date shall be redefined to be that date, and (iii) the Lessor shall prepare a Revised Amortization Schedule as set forth in Section 3.01(a)(3). Subject to the provisions of Section 3.05 hereof, upon payment of all outstanding Base Rental Payments, Additional Rental Payments and all other amounts owed to the Lessor, the Financing Lease shall terminate except for the obligations of the Lessee pursuant to tax covenants, including but not limited to, Sections 3.08 and 6.16, indemnification covenants, including but not limited to Section 7.01, and choice of law and venue terms under Section 8.08.

(b) Upon the early termination or timely expiration of this Financing Lease and the Site Lease (other than as provided in Article VIII), full and complete title to the Leased Asset shall vest in the Lessee, free of any leasehold or other encumbrance established hereunder or under the Site Lease. Upon such termination or expiration, the Lessor hereby agrees, upon the Lessee's written request, to execute a quitclaim deed in form and content satisfactory to the Lessor in its reasonable discretion, quitclaiming the Lessor's leasehold interest in the Leased Asset pursuant to the Site Lease and this Financing Lease. The Lessor shall provide an original copy of such quitclaim deed to the Lessee within thirty (30) calendar days of the Lessee's written request.

SECTION 3.10. Assignment by the Lessor.

The parties understand that certain of the rights of the Lessor hereunder may, at the Lessor's sole and absolute discretion, be assigned to the Trustee. Accordingly, the Lessee agrees to make all payments due hereunder to the Trustee when so directed by the Lessor, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach hereof or otherwise) that the Lessee may from time to time have against the Lessor. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or

financing statements, which may be requested by the Lessor or the Trustee, in their sole and absolute discretion, to protect their interests in the Leased Asset during the term hereof.

SECTION 3.11. Assignment by the Lessee.

This Financing Lease and the interest of the Lessee in the Leased Asset may not be assigned or encumbered by the Lessee except as permitted by Section 2.04 hereof.

SECTION 3.12. Net Lease.

It is the purpose and intent of the Lessor and the Lessee that lease payments hereunder shall be absolutely net to the Lessor so that this Financing Lease shall yield to the Lessor the lease payments, free of any charges, assessments or impositions of any kind charged, assessed or imposed on or against the Leased Asset, and without counterclaim, deduction, defense, deferment or set-off by the Lessee except as herein specifically otherwise provided. The Lessor shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth, and all costs, expenses and obligations of any kind relating to the maintenance and operation of the Leased Asset which may arise or become due during the term of this Financing Lease shall be paid by the Lessee.

ARTICLE IV

MAINTENANCE; TAXES;
INSURANCE AND OTHER CHARGES

SECTION 4.01. Maintenance of the Leased Asset by the Lessee.

The Lessee agrees that, at all times during the term hereof, it will, at its own cost and expense, maintain, preserve and keep the Leased Asset and every portion thereof in good repair and working order as necessary to operate the Leased Asset for its intended purpose in compliance with all laws, rules, regulations, building codes, health and safety codes, and ordinances, subject to normal wear and tear, and that it will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals necessary to maintain the Leased Asset in such a condition. The Lessor shall have no responsibility or obligation for any of these matters or for the making of additions or improvements to the Leased Asset.

SECTION 4.02. Taxes, Other Governmental Charges and Utility Charges.

The Parties hereto contemplate that the Leased Asset will be used for public purposes by the Lessee and, therefore, that the Leased Asset will be exempt from all taxes presently assessed and levied with respect to real and personal property, respectively. In the event that the use, possession or acquisition by the Lessee or the Lessor of the Leased Asset is found to be subject to taxation in any form, the Lessee will pay during the term hereof, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully

assessed or levied against or with respect to the Leased Asset and any other property acquired by the Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to, the Leased Asset, as well as all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Asset; provided, that with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are accrued during such time as this Financing Lease is in effect.

SECTION 4.03. Insurance.

(a) The Lessee shall procure or cause to be procured and maintain or cause to be maintained throughout the term hereof the specific insurance policies required hereunder and/or insurance against the following risks in the following respective amounts:

(1) Insurance against loss, damage or destruction to the Leased Asset caused by fire, lightning, wind or rainstorm, earthquake, with an extended coverage endorsement covering the risk of vandalism and malicious mischief, sprinkler system leakage and boiler loss; provided that earthquake coverage shall be required only if available from reputable insurers at commercially reasonable rates. In the event the Lessee is unable to obtain earthquake coverage on the Leased Asset which it previously has maintained, it will promptly so notify the Lessor. The insurance described in this paragraph (1) shall be in an amount equal to the lesser of (i) replacement cost (without deduction for depreciation) of improvements located or to be located on the Leased Asset or (ii) the remaining unpaid principal amount owed under this Financing Lease plus the amount of use and occupancy coverage described in paragraph (2) below, except that such insurance may be subject to deductible clauses of not to exceed the first one hundred thousand dollars (\$100,000) subject to the Lessor's approval of the amount of any one loss (or ten percent (10%) of the amount insured, in the case of earthquake). Insurance described in this paragraph (1) and in paragraph (2) below may be in the form of a policy which covers the Leased Asset and one or more additional parcels of real property insured by the Lessee; provided that the amount of coverage available thereunder shall be at least equal to the cumulative replacement values of the Leased Asset and any other such property which is the subject of a lease, installment purchase or other financing arrangement ("Financed Property") for which bonds, certificates of participation or other obligations shall have been issued ("Obligations") plus the amount of use and occupancy coverage required by paragraph (2) below; in the event the Lessee elects to obtain insurance for the Leased Asset and one or more additional parcels of real property and the amount of the insurance proceeds available to pay all claims thereunder is not sufficient to cover the replacement values of all such properties, then any such proceeds shall be used first to rebuild or repair the Leased Asset and all Financed Properties or to repay all Obligations and the Secured Bonds. The Lessor shall be named as loss payee.

(2) Rental interruption insurance or use and occupancy insurance against loss, total or partial, of the use and occupancy of the Leased Asset as a result of any of the hazards covered by the insurance required by paragraph (1) hereof, sufficient to pay the Base Rental Payments due under this Financing Lease for a period of at least six (6) months beyond the period

required to rebuild the Leased Asset; provided, that the amount of such insurance need not exceed the total remaining Base Rental Payments attributable to the Leased Asset; provided further, that such insurance may be part of a policy permitted under paragraph (1) above, which policy may provide that insurance proceeds paid for coverages contemplated by paragraph (1) above may reduce amounts payable under coverage required by this paragraph (2), and vice-versa; the Lessee may obtain rental interruption or use and occupancy insurance covering the Leased Asset as well as other property owned by the Lessee, provided that the cumulative amount thereof is at least equal to the cumulative amount of rental interruption or use and occupancy insurance required by this paragraph (2) and any agreements relating to Financed Property in respect of which Obligations are outstanding. The Lessor shall be named as a loss payee.

(3) A standard, commercial general liability insurance policy or policies in protection of the Lessor, the Lessee and their directors, officers and employees and, when requested by the Lessor, the Trustee, indemnifying and defending such parties against direct or contingent loss or liability for damages for personal injury, death or property damage related to the possession, operation or use of the Leased Asset and the Facility, with a minimum combined single limit of one million dollars (\$1,000,000) for personal injury or death of one or more persons, and for property damage, in each accident or event (subject to a deductible clause of not to exceed one hundred thousand dollars (\$100,000) or such greater amount as may be covered by any self-insurance or self-funding method or plan permitted by this Section). The Lessor shall be named as an additional insured, and when requested by the Lessor, the Trustee shall also be named as an additional insured.

(4) In the event of commencement of a work of improvement in, on, or about the Leased Asset, a standard, commercially reasonable, builder's risk insurance policy naming the Lessor as a loss payee procured by either the Lessee or the direct contractor(s) for such work of improvement, in an amount equal to the amount of the construction contract(s) for such work of improvement.

(5) In the event of commencement of a work of improvement in, on, or about the Leased Asset, a standard, commercially reasonable, commercial general liability policy of the direct contractor(s) for such work of improvement with a minimum combined single limit of one million dollars (\$1,000,000) for personal injury or death of one or more persons, and for property damage, in each accident or event (subject to a deductible clause of not to exceed one hundred thousand dollars (\$100,000)). The Lessor and Lessee shall each be named as an additional insured under such insurance policy.

(6) In the event of commencement of a work of improvement in, on, or about the Leased Asset, a standard, commercially reasonable, worker's compensation insurance policy of the direct contractor(s) for such work of improvement in an amount equal to at least the required statutory minimum. The Lessor and Lessee shall each be named as an additional insured under such insurance policy.

The Lessee shall collect, adjust and receive all moneys which may become due and payable under any policies contemplated by paragraphs (1) and (2) above, may compromise

any and all claims thereunder and, subject to the provisions of Section 4.06 hereof, shall transfer such Net Proceeds to the Lessor for application as provided herein. Neither the Lessor nor the Trustee shall be responsible for the sufficiency of any insurance herein required. The Lessor and the Trustee shall be fully protected by the Lessee for any harm or loss resulting from accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Lessee, with the prior consent of the Lessor, which consent shall not be unreasonably withheld.

(b) Any insurance policy issued pursuant to paragraph (1) of Section 4.03(a) shall be so written or endorsed as to make losses, if any, payable to the Lessee and the Lessor as their respective interests may appear and the Net Proceeds of the insurance required by that paragraph shall be applied as provided in Section 4.06 hereof. The Net Proceeds, if any, of the insurance policy described in that paragraph shall, to the extent that such Net Proceeds are paid on account of loss or damage to the Leased Asset, be payable and applied as described in Section 4.06. The Net Proceeds, if any, of the insurance policy described in paragraph (2) of Section 4.03(a) shall, to the extent that such proceeds relate to the use and occupancy of the Leased Asset, be payable to the Lessor. Each insurance policy provided for in the Financing Lease shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the Lessor without first giving written notice thereof to the Lessor at least sixty (60) days in advance of such intended cancellation or modification.

(c) The Lessee shall provide copies of any policy endorsement and file a Certificate of the Lessee with the Lessor, not later than July 1 of each year commencing July 1, 2018 certifying that the insurance required by this Section is in full force and effect and that the Lessor is named as loss payee and additional insured on each insurance policy which this Financing Lease requires to be so endorsed.

SECTION 4.04. Advances.

In the event the Lessee fails to maintain the full insurance coverage as required by Section 4.03, fails to keep the Leased Asset in good repair and operating condition as required by Section 4.01, or fails to pay the taxes, utility charges, or other applicable governmental charges as required by Section 4.02, the Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, may make such repairs or replacements as are necessary and provide for payment thereof, or may pay such taxes, utility charges, or other applicable governmental charges; and all amounts so advanced therefor by the Lessor shall become Additional Rental Payments.

SECTION 4.05. Title Insurance.

The Lessee covenants and agrees to deliver or cause to be delivered to the Lessor upon recordation of this Financing Lease and the Site Lease, an ALTA policy or policies of title insurance with all endorsements required by the Lessor in its sole and absolute discretion with respect to the Leased Asset with liability in the aggregate amount equal to the amount of the Facility Funds. Such policy or policies shall name the Lessor as the insured and shall insure the

Lessor's interests in the Leased Asset subject only to the Permitted Exceptions and such other exceptions as the Lessor may consent to in writing in its sole and absolute discretion.

SECTION 4.06. Damage, Destruction, Title Defect and Condemnation; Use of Net Proceeds.

(a) If prior to the termination of the term hereof (i) the Leased Asset or any other improvements in or on the Leased Asset are damaged or destroyed (each of which is hereinafter called "Damaged Improvements") by a peril covered by a policy of insurance described in Section 4.03(a)(1) hereof (an "Insured Peril"); or (ii) title to, or the right to possession, use or occupancy of, the Leased Asset, or any portion thereof, or the estate of the Lessee or the Lessor in the Leased Asset, or any portion thereof, is defective or shall be taken under the exercise of the power of eminent domain by any governmental body or by any person or firm or corporation acting under governmental authority, then the Lessee and the Lessor will cause the Net Proceeds of any loss or claim paid by an insurer under an insurance policy (other than rental interruption insurance pursuant to Section 4.03(a)(2) which shall be directly transferred to the Lessor for deposit pursuant to Section 4.03), or condemnation award, to be transferred to the Lessor and applied as follows:

(1) Net Proceeds Exceeding Costs.

Within one hundred twenty (120) days of the date of said Insured Peril, the Lessee shall obtain written estimate(s) of the (i) cost of the repair, replacement and reconstruction of the Damaged Improvements in a condition substantially equivalent to the condition of the Damaged Improvements immediately prior to the occurrence of said Insured Peril (collectively referred to herein as the "Reconstruction"), and (ii) Net Proceeds available to pay such costs. Copies of such estimate(s) shall be provided to the Lessor. If the one hundred twenty (120) day period is insufficient to obtain said estimates, the period may be reasonably extended by the Lessee upon the approval of the Lessor, in its reasonable discretion. If the Net Proceeds (not including proceeds of any policy of title insurance or condemnation award received by the Lessor in respect of the Leased Asset) exceed the estimated costs of Reconstruction, the Damaged Improvements shall be repaired, replaced and reconstructed to the same or better quality as existed before the damage occurred. The Lessee shall commence and manage the Reconstruction and shall complete the Reconstruction as soon as reasonably possible after the occurrence of such damage. Any balance of Net Proceeds remaining after the Reconstruction has been completed shall be transferred to the Lessor for the payment of unpaid Base Rental Payments and Additional Rental Payments. Net Proceeds remaining after payment of the amounts specified in the previous sentence shall be transferred to the Lessee.

(2) Costs Exceeding Net Proceeds.

If the estimated costs of Reconstruction exceed the Net Proceeds (not including proceeds of any policy of title insurance or condemnation award received by the Lessor in respect of the Leased Asset), the Lessee, in its sole discretion, may elect to budget and appropriate

to the Reconstruction the amount of such excess, and to manage the Reconstruction as set forth in Section 4.06(a)(5). The Lessee shall exercise this election by written notice thereof delivered to the Lessor within thirty (30) days after the Lessee obtains the written estimate(s).

(3) Net Proceeds Sufficient to Prepay All Unpaid Base Rental Payments.

If the Lessee does not exercise the election to reconstruct pursuant to Section 4.06(a)(2) and Net Proceeds are at least sufficient to prepay all unpaid Base Rental Payments, such Net Proceeds shall be transferred to the Lessor to prepay such Base Rental Payments. If the Net Proceeds (not including proceeds of any policy of title insurance or condemnation award received by the Lessor in respect of the Leased Asset) exceed the amount necessary to prepay the unpaid Base Rental Payments and any due and owing Additional Rental Payments, the Lessee shall be entitled to the amount of proceeds remaining after such prepayment.

(4) Net Proceeds Insufficient to Prepay All Unpaid Base Rental Payments.

If the Lessee does not exercise the election to reconstruct pursuant to Section 4.06(a)(2) and Net Proceeds are insufficient to prepay the unpaid Base Rental Payments hereunder, the Lessee, in its sole discretion, may elect to budget and appropriate funds to cause the prepayment of the Base Rental Payments and due and owing Additional Rental Payments and the Net Proceeds, together with such funds, shall be transferred to the Lessor with directions to apply the proceeds to the prepayment of the Base Rental Payments and due and owing Additional Rental Payments; provided, that if the Lessee elects not to appropriate funds for such prepayment, the Lessee shall apply Net Proceeds (not including proceeds of any policy of title insurance or condemnation award received by the Lessor in respect of the Leased Asset) to the Reconstruction. If the Lessee, in its sole discretion, elects to budget or appropriate funds for the prepayment of the unpaid Base Rental Payments and due and owing Additional Rental Payments, the Lessee shall transfer such funds to the Lessor for the prepayment of Base Rental Payments and due and owing Additional Rental Payments.

(5) Management of Reconstruction.

If the Leased Asset or any part thereof becomes Damaged Improvements, the Lessee shall promptly cause, manage and supervise the Reconstruction.

(b) The proceeds of any policy of title insurance or condemnation award received by the Lessor in respect of the Leased Asset shall be applied to prepay Base Rental Payments.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE LESSEE

SECTION 5.01. Organization; Authority; Application Correct.

The Lessee is duly organized and existing under the laws of the State and has all necessary power and authority to enter into and perform its duties under this Financing Lease. The Lessee's application for the financing, including all attachments, amendments and clarifications submitted by the Lessee to the Lessor, were accurate and correct at the time of submission and are accurate and correct as of the Effective Date.

SECTION 5.02. Agreement Valid and Binding; Approval by the Lessee.

This Financing Lease has been duly authorized, executed and delivered by the Lessee and constitutes the legal, valid and binding obligation of the Lessee, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally. The governing body of the Lessee has authorized the Lessee to enter into this Financing Lease by duly adopting a resolution or other appropriate action.

SECTION 5.03. No Conflict in Execution of Financing Lease.

The execution and delivery by the Lessee of this Financing Lease and the Site Lease and compliance with the provisions hereof and thereof will not conflict with or constitute a breach of or default by the Lessee under any law, administrative regulation, court decree, resolution, charter, by-law or any agreement to which the Lessee is subject or by which it is bound or by which its properties may be affected in a manner that would adversely affect the enforceability of this Financing Lease or the Site Lease, or the Lessee's ability to perform its obligations under this Financing Lease or the Site Lease.

SECTION 5.04. No Litigation.

There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the Lessee to restrain or enjoin the execution or delivery of this Financing Lease, or in any way contesting or impacting the validity of this Financing Lease, contesting the powers of the Lessee to enter into or perform its obligations under this Financing Lease, or that would in any way impact the Lessee's ability to perform its obligations under this Financing Lease.

SECTION 5.05. No Breach or Default.

The Lessee is not in breach of or in default under any applicable law or administrative regulation of the State or the United States, the Constitution of the State (including article XVI, section 18 thereof), any applicable judgment or decree, any loan agreement, indenture, bond,

note, resolution, lease, agreement or other instrument to which the Lessee is a party or is otherwise subject which, if not resolved in favor of the Lessee, would have a material adverse impact on the Lessee's ability to perform its obligations under this Financing Lease and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

SECTION 5.06. No Consent, Approval or Permission Necessary.

No consent or approval of any trustee or holder of any indebtedness of the Lessee, and no consent, permission, authorization, order or licenses of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Financing Lease or the consummation of any transaction contemplated herein, except as have been obtained or made and as are in full force and effect.

SECTION 5.07. Information Submitted to the Lessor.

The information relating to the Lessee, the Site, the Facility and the Leased Asset submitted by the Lessee to the Lessor, including, but not limited to, all information in the Lessee's application for financing, was true at the time submitted to the Lessor and as of the Effective Date, remains true and correct in all material respects, and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

SECTION 5.08. Financial Statements of the Lessee.

The Lessee's financial statements that have been furnished to the Lessor were prepared in conformity with generally accepted accounting principles, consistently applied, applicable to or appropriate for an entity such as the Lessee and fairly present in all material respects the financial condition of the Lessee as of the date thereof and the results of its operations for the period covered thereby. There has been no material adverse change in the business, condition (financial or otherwise) or operations of the Lessee since the date of such financial statements.

SECTION 5.09. Licenses, Permits and Approvals for Operation or Occupancy of Leased Asset and the Facility.

The Lessee has obtained all licenses, permits and approvals from any governmental agency or authority having jurisdiction over the Lessee required for the operation, use, or occupancy of the Leased Asset. The Lessee has obtained, or has applied for and will obtain as soon as practicable, all licenses, permits and approvals from any governmental agency or authority having jurisdiction over the Lessee required to commence construction of the Facility, for Facility Delivery, and for the operation, use, or occupancy of the Facility.

SECTION 5.10. Continuing Validity of Representations and Warranties.

Unless the representations and warranties set forth in this Article V are limited by their express terms to a specific time period or point in time, the foregoing representations and warranties are true, accurate, and correct as of the Effective Date and shall continue to be true, accurate, and correct throughout the term of this Financing Lease.

ARTICLE VI

COVENANTS OF THE LESSEE

SECTION 6.01. Punctual Payment and Performance.

The Lessee hereby covenants to punctually pay, or cause to be paid, all payments required hereunder when due and in all other respects in strict conformity with the terms of this Financing Lease, and to faithfully observe and perform all of the terms, conditions, covenants and requirements of this Financing Lease.

SECTION 6.02. Books and Accounts.

The Lessee hereby covenants that it will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the Leased Asset and the Facility (which may be consolidated with other activities of the Lessee). Such books of record and accounts shall at all times during business hours be subject to the inspection of the Lessor or its designee. To the extent that any continuing disclosure report required by Section 6.15 herein sets out the information required by subsections (a) and (c) of Section 6.03, the Lessee may submit a copy of the information and materials required by such continuing disclosure reports instead of providing separate statements setting forth the requested information.

SECTION 6.03. Financial Statements, Budgets; Notification to the Lessor.

(a) The Lessee shall prepare and file with the Lessor annually as soon as practicable, but in any event not later than two hundred forty (240) days after the close of each Fiscal Year, so long as this Financing Lease has not been discharged by the Lessor, an audited financial statement of the Lessee for the preceding Fiscal Year, in the form of a Comprehensive Annual Financial Report, prepared by an Independent Accountant under generally accepted accounting procedures, consistently applied. The Lessee will furnish to the Lessor such reasonable number of copies of such audited financial statements as may be required by the Lessor for distribution (at the expense of the Lessee). Alternatively, the Lessee may furnish electronic copies of such audited financial statements to the Lessor in portable document format, or other format acceptable to the Lessor in its sole and absolute discretion.

(b) Simultaneously with the delivery of the annual audited financial statements, the Lessee shall deliver to the Lessor a Certificate of the Lessee stating the following:

(1) That no Event of Default has occurred and no event has occurred which, with the passing of time or giving of notice, would constitute an Event of Default, or if any such Event of Default or event has occurred, a detailed description of the same;

(2) Notification of any other event or circumstance that would adversely affect completion of the Facility and/or the payment of the Base Rental Payments; and

(3) That the Lessee has complied with all covenants of this Financing Lease to be performed by it, or if the Lessee has breached any such covenant, a detailed description of such breach; and

(4) Such other information as may be required by the Lessor.

(c) The Lessee shall, upon request, furnish to the Lessor, in a format specified by the Lessor, information concerning employment and other public benefits connected to or resulting from the Facility.

(d) Not later than sixty (60) days after the start of each Fiscal Year, the Lessee shall deliver to the Lessor, an Operating Budget approved by the governing body of the Lessee setting forth the Lessee's estimated revenues, expenses and Debt Service for the current Fiscal Year; provided, that any such Operating Budget may be amended at any time during the Fiscal Year and such amended Operating Budget shall be delivered to the Lessor or its designee. The Lessee will furnish to the Lessor such reasonable number of copies of such Operating Budget as may be required by the Lessor for distribution (at the expense of the Lessee). Alternatively, the Lessee may furnish electronic copies of such Operating Budget to the Lessor in portable document format, or other format acceptable to the Lessor in its sole and absolute discretion.

(e) The Lessee agrees to notify the Lessor, immediately, by telephone promptly confirmed in writing, if any representation made in this Financing Lease or in the application for financing to the Lessor shall at any time so long as the Financing Lease is outstanding prove untrue or incorrect in any manner that could adversely affect the Lessee's ability to perform its obligations under this Financing Lease. Further, the Lessee agrees to notify the Lessor, immediately, by telephone promptly confirmed in writing, if there is a stop payment notice, litigation or any other legal proceeding which may materially adversely impact the completion of the Facility.

(f) The Lessee's covenants set forth in paragraphs 6.03(a) through (d) hereof are hereinafter referred to as the "Reporting Covenants." In the event the Lessee fails to comply timely with the Reporting Covenants, starting on the date that is the thirty-first day (31st day) after the applicable due date of any Reporting Covenant and continuing until the date the Lessee actually cures its noncompliance (the "Liquidated Damages Period"), the Lessee shall be obligated to pay the Liquidated Damages Charge in accordance with Section 3.01(b)(4) hereof.

SECTION 6.04. Protection of Security and Rights.

The Lessee shall preserve and protect the security of the Financing Lease and the rights of the Lessor. From and after the Effective Date hereof, the Financing Lease shall be incontestable by the Lessee.

SECTION 6.05. Management of Properties.

The Lessee shall manage and operate the Leased Asset and the Facility in a sound and business-like manner and in conformity with all valid requirements of any governmental authority.

SECTION 6.06. Covenant to Enter into a Replacement Financing Lease and Site Lease.

The Lessee acknowledges that the Lessor has issued or may issue Proceeds Bonds or Secured Bonds subsequent to the Effective Date of this Financing Lease, and that, if issued, the Lessee hereby covenants and agrees, at its own expense, to enter into a replacement financing lease and a replacement site lease to replace this Financing Lease and the Site Lease. The Lessee understands and acknowledges that time is of the essence with respect to entry into such replacement financing lease and site lease as such timing is mandated by Federal tax laws applicable to the Lessor's Proceeds Bonds and/or Secured Bonds. So long as the terms of the subsequent financing lease and site lease are substantially identical to the terms of this Financing Lease and the Site Lease, the Lessee hereby covenants and agrees, at its own expense, to timely execute the new documents, cooperate with the Lessor in good faith and provide related certifications and other documents in a timely manner. The Lessee's covenant set forth in this Section 6.06 is hereinafter referred to as the "Replacement Lease Covenant."

SECTION 6.07. Further Assurances.

The Lessee hereby agrees to adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably required by the Lessor as necessary or proper to carry out the intention or to facilitate the performance of this Financing Lease and for the better assuring and confirming unto the Lessor of the rights, remedies and benefits provided in this Financing Lease.

SECTION 6.08. Facility Documentation.

(a) The Lessee may supplement or amend the Facility description set forth in Exhibit A hereto, for purposes of this Financing Lease, with the prior written approval of the Lessor.

(b) At any time, upon request of the Lessor, the Lessee agrees to make available to the Lessor for review and copying all then current plans and specifications for the Facility. The Lessee may identify any proprietary information in such plans and specifications

and, to the extent legally permissible, the Lessor agrees to keep such information confidential. Provided, however, for the avoidance of doubt, and not by limitation of the foregoing, the Lessor may disclose any such confidential information in connection with any Proceeds Bonds or Secured Bonds or in the event the Lessor is served with a subpoena, a valid discovery request, a notice to appear and produce documents, or a valid California Public Records Act request, seeking, or that could be construed reasonably as seeking, such confidential information.

(c) As soon as the Facility is completed, the Lessee shall evidence such completion by providing a Certificate of the Lessee to the Lessor stating that construction of the Facility has been completed substantially in accordance with the final plans and specifications therefor and all labor, services, materials and supplies used in construction have been paid for. Notwithstanding the foregoing, such Certificate may state that it is given without prejudice to any rights of the Lessee against third parties for the payment of any amount not then due and payable which exist at the date of such certificate or which may subsequently exist.

SECTION 6.09. The Lessee's General Responsibility.

The Lessee is solely responsible for the Facility Delivery, including but not limited to, the design, construction, operation and maintenance of the Facility. Any review or approval of plans, specifications, bid documents or other construction documents by the Lessor is solely for the purpose of proper administration of Facility Funds by the Lessor and shall not be deemed to relieve or restrict the Lessee's responsibility or result in any duty, obligation or responsibility on the part of the Lessor or the officers and agents thereof.

SECTION 6.10. The Lessee's Assurances and Commitments.

(a) Compliance with Laws, Regulations and the Criteria.

The Lessee shall at all times comply and require its direct contractors and subcontractors to comply with all State prevailing wage laws, all applicable federal and State laws, rules and regulations, the Criteria, and all applicable local ordinances for construction of the Facility, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances. The Lessee acknowledges and agrees that under no circumstances would its failure to act in accordance with the provisions of this subsection (a) result in any duty, obligation or responsibility on the part of the Lessor or the officers and agents thereof.

(b) Construction Activities.

The Lessee shall assure that adequate supervision and inspection of Facility construction activities are maintained. The Lessor, either by itself or through its designee, reserves the right to conduct an audit of the Lessee's Facility construction expenditures during construction and up to three years following receipt by the Lessor of notice of completion of the Facility. The Lessor, at its discretion, may require the Lessee to conduct an interim and/or a final

audit at the Lessee's expense of Facility construction expenditures, such audit to be conducted by and a report prepared by an Independent Accountant.

SECTION 6.11. Leased Asset and Facility Access.

The Lessee shall ensure that the Lessor or its designee will have suitable access to the Leased Asset and the Facility at all reasonable times throughout the term of this Financing Lease and shall include provisions assuring such access in all contracts and subcontracts relating to the Leased Asset and the Facility.

SECTION 6.12. Performance and Payment Bonds.

(a) The Lessee shall require its direct contractor(s) for the Facility, and for any work of improvement in, on, or about the Leased Asset, to certify under penalty of perjury, and provide the Lessee with a copy of such certification, which shall be available for the Lessor's inspection, if requested, that, in connection with the construction of the Facility, and/or in connection with any work of improvement in, on, or about the Leased Asset, it has obtained faithful performance and payment bonds issued by one or more authorized surety companies satisfactory to the Lessee; surety companies must be authorized to do business in California, be an admitted surety insurer, and have an agent for service of process in California.

(b) Said bonds shall be in the amounts and for the following purposes: (i) an amount not less than one hundred percent (100%) of the aggregate sum of all direct contracts for the Facility, and/or for any work of improvement in, on, or about the Leased Asset, conditioned upon the faithful performance of the terms of each direct contract for the Facility, or for any work of improvement in, on, or about the Leased Asset, as applicable, including the maintenance of the work for a period of one year from the date of final acceptance of the work or improvements by the Lessee and against any incomplete or defective work or labor done, or defective materials furnished, and (ii) an additional amount not less than one hundred percent (100%) of the aggregate sum of all direct contracts for the Facility, and/or for any work of improvement in, on, or about the Leased Asset, securing payment to the subcontractors, to persons renting equipment or furnishing labor or materials to such subcontractors or to the Lessee's direct contractors, or to any other claimant as defined in Civil Code Section 8004, for the Facility and/or the Leased Asset, as applicable.

SECTION 6.13. Notice of Event of Default.

The Lessee hereby covenants that it will deliver to the Lessor, immediately after the Lessee shall have obtained knowledge of the occurrence of an Event of Default, the occurrence of an event that with notice or the passing of time would constitute an Event of Default, or failure as described in Section 7.02, a Certificate of the Lessee setting forth the details of such Event of Default, event, or failure and the curative action the Lessee proposes to take with respect thereto.

SECTION 6.14 Nondiscrimination.

(a) During the performance of this Financing Lease, the Lessee shall ensure that any direct contractor and its subcontractors constructing the Facility shall not deny the contracts' benefits to any person on the basis of race, color, religion, ancestry, national origin, ethnic group identification, marital status, gender, sex, sexual orientation, age, medical condition, physical handicap or disability, mental disability, political affiliation, or position in a labor dispute, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, physical handicap or disability, mental disability, medical condition, marital status, age, gender, sex, sexual orientation, political affiliation, or position in a labor dispute. The Lessee shall ensure that any direct contractor and its subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) The Lessee shall ensure that any direct contractor and its subcontractors constructing the Facility shall comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0 et seq.) the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any regulations promulgated thereunder.

(c) The Lessee shall ensure that any direct contractor and its subcontractors constructing the Facility shall not knowingly give preferential treatment of any kind whatsoever in connection with any business transaction related to the construction or operation of the Facility to any of its affiliates or to any business enterprise in which the Lessee has any financial interest, but in such business transactions shall deal at all times with such affiliates and enterprises on the same basis as though the Lessee were dealing with any other parties.

(d) The Lessee shall ensure that any direct contractor and its subcontractors constructing the Facility shall, with respect to the Facility, give written notice of their obligations under this section to labor organizations representing employees of the Lessee and any contractor or subcontractor performing work on the Facility which have a collective bargaining or other contract with the Lessee, such contractor or subcontractor.

(e) The Lessee shall ensure that any direct contractor and its subcontractors constructing the Facility shall include the provisions of this section in all subcontracts to perform work with respect to the Facility.

SECTION 6.15 Continuing Disclosure.

Upon the request of the Lessor, the Lessee covenants to promptly furnish all financial and operating data pertaining to the Lessee that may be required to either: (i) enable the Lessor to issue any new, or to perform its obligations under any existing, Secured Bonds; or (ii) enable any underwriter of any Secured Bonds to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

SECTION 6.16 Tax Covenants.

The Lessee recognizes that the Facility Funds may be derived from the proceeds of, or payments made hereunder may be pledged to secure, bonds issued or to be issued by the Lessor, the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code. In order to maintain the tax-exempt status of, and perform its obligations with respect to, the Proceeds Bonds and Secured Bonds, the Lessee will not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Proceeds Bonds or Secured Bonds under the Code, and the Lessee specifically agrees to comply with all terms and conditions contained herein and to provide annual certification of its compliance with the tax covenants set forth in this Section 6.16. The Lessee will not directly or indirectly use or make any use of the Facility Funds or any other funds of the Lessee, or take or omit to take any action, if such use or action would cause the Proceeds Bonds or Secured Bonds to be “arbitrage bonds” subject to federal income taxation by reason of section 148 of the Code. In addition, the Lessee covenants and agrees that it, and/or any party related to it, will not acquire Proceeds Bonds or Secured Bonds in an amount related to the amount of the Facility Funds. The provisions of this Section 6.16 shall survive the discharge of the Lessee’s obligations hereunder and shall apply to any trustee or other successor or assignee described in Section 3.10.

(a) Eligible Uses of Facility Funds. Unless otherwise agreed to by the Lessor, Facility Funds shall be used exclusively for the following purposes: (i) to pay or reimburse the Lessee for capital expenditures paid with respect to the Facility that meet the requirements of subsection (b) of this Section 6.16 and are permitted under this Financing Lease; and (ii) initial operating expenses directly associated with the Facility (in aggregate amount not exceeding five percent (5%) of the amount of the Facility Funds).

(b) Allocation of Facility Funds to Expenditures. On January 18, 2017, the Lessee adopted a resolution stating its official intent to be reimbursed from the proceeds of a borrowing to finance costs of the Facility (the “Reimbursement Resolution”). Absent written agreement by the Lessor, all expenditures of Facility Funds will be to pay or reimburse the Lessee for capital expenditures with respect to the Facility that are either:

(1) costs that are Preliminary Costs incurred with respect to the Facility prior to the start of construction and in an aggregate amount not exceeding twenty percent 20% of the Facility Funds;

(2) costs paid by the Lessee no earlier than the date which is sixty (60) days prior to the date of the adoption of the Reimbursement Resolution; or

(3) costs paid by the Lessee on or after the Effective Date.

In addition, Facility Funds shall be allocated to paying or reimbursing the Lessee for capital expenditures no later than eighteen months after the later of the date the expenditure was

paid or the date the Facility is placed in service, but in the case of costs described in clause (2), above, such allocations must be made in all events no later than three years after the cost was paid.

(c) Prohibited Uses of Facility Funds. The Lessee will not loan any of the Facility Funds to any other person or entity. The Lessee will not use Facility Funds directly or indirectly to make principal, interest, or premium payments with respect to any bond, note, certificate of participation or other obligation of the Lessee or any person or entity that is a related party to the Lessee within the meaning of Treasury Regulation Section 1.150-1(b).

(d) Expectations Regarding Facility Funds and Facility; No Change in Use. The Lessee reasonably expects and consistent with this Section 6.16 hereof to use all Facility Funds and all of the Facility for the entire stated term to maturity of this Financing Lease. The Lessee does not expect that the Facility or any part thereof will be sold or otherwise disposed of so long as the Lessee's obligations under this Financing Lease are not discharged. Absent written agreement by the Lessor, the Lessee hereby agrees that it will use all Facility Funds and all of the Facility as set forth in this Section 6.16.

(e) Funds for Making Installment Payments. All amounts used to fund the Payment Account will be deemed to have been made from the Lessee's funds by using a last-in, first-out accounting method, and amounts in the Payment Account will be treated as used to pay the Rental Payments by using a first-in, first-out accounting method. The Lessee agrees that the amounts used to pay Rental Payments shall be both received by the Lessee and utilized for the payment of Rental Payments within a ninety (90) day period. The Payment Account will be used primarily to achieve a proper matching of revenues and Rental Payments within each year; a matching of revenues means that revenue and Rental Payments come in and go out at approximately the same level and the Payment Account is cleared out to a very low balance at least one time during the year. Current Revenues in the Payment Account shall be invested without regard to yield so long as the Lessee complies with this section.

(f) Nongovernmental Use of Facility Funds and Facility. The Lessee understands that the Facility Funds and the Facility are subject to certain restrictions on the use of the Facility Funds or the Facility by any Nongovernmental Person, other than use as a member of the general public. For this purpose a Nongovernmental Person will be treated as "using" Facility Funds to the extent the Nongovernmental Person:

- (1) borrows Facility Funds;
- (2) acquires an ownership or lease interest with respect to any portion of the Facility;
- (3) uses any portion of the Facility (e.g., as a service provider, operator, or manager), except pursuant to a contract that meets the requirements of subsection (g) of this Section 6.16; or

(4) in the case of a Facility that provides water, electricity, or natural gas, acquires such output from the Facility (except pursuant to generally applicable and uniformly applied rates that are available to the general public).

The Lessee hereby represents and covenants that it will not allow more than five percent (5%) of the Facility Funds or more than five percent (5%) of the Facility to be used directly or indirectly by any Nongovernmental Person, other than as a member of the general public.

(g) Management Contracts. The Lessee understands that an arrangement with any person or organization (other than a state or local governmental unit) which provides for such person or organization to manage, operate, maintain or provide services with respect to the Facility (a “Service Contract”) can give rise to use by a Nongovernmental Person that is subject to the limitations of Section 6.16(f) of this Agreement. However, as of the Effective Date the Internal Revenue Service (“IRS”) has issued two sets of guidelines that describe situations in which the IRS would rule that a Service Contract will not be treated as giving rise to a Nongovernmental Person’s use of the Facility: (i) the guidelines set forth in Revenue Procedure 97-13, as amended by Revenue Procedure 2001-39, and as amplified by Notice 2014-67 (the “Prior Guidelines”); and (ii) the guidelines set forth in Revenue Procedure 2017-13 (the “Current Guidelines”). The Lessee may apply the Prior Guidelines to any Service Contract entered into before August 18, 2017 that is not modified materially or extended on or after that date (other than pursuant to a renewal option as defined in Treasury Regulation Section 1.141-1(b)). The Lessee may apply the Current Guidelines to Service Contracts entered into at any time.

Commencing with the Effective Date, at least thirty (30) days prior to the execution of any modification to, extension or renewal of, or new operations and maintenance agreement relating to the Facility, the Lessee shall (i) ensure that any such instrument meets the requirements for qualified management contracts under the Code, and (ii) provide IBank a copy of any such instrument together with an explanation of the basis for its conclusion that such instrument meets the requirements for qualified management contracts under the Code. Provided, however, the Lessee is not obligated to provide to IBank contracts for services that are solely incidental to the primary governmental function, or functions, of the Facility (e.g., contracts for janitorial services, landscaping services, office equipment repair, escalator repair, elevator repair, auditing services, legal services, or similar services).

(h) No Other Replacement Proceeds. The Lessee is not using any Facility Funds and hereby agrees that it will not use any Facility Funds to replace funds of the Lessee which are or will be used to acquire Investment Property reasonably expected to produce a yield that is materially higher than the yield on the Rental Payments under this Financing Lease.

(i) Federal Guarantee. The Lessee will not directly or indirectly use or permit the use of any Facility Funds or take or omit to take any action that would cause the Proceeds Bonds or Secured Bonds to be obligations that are “federally guaranteed” within the meaning of section 149(b) of the Code. In furtherance of this covenant, the Lessee will not allow the payment of principal or interest under this Financing Lease to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof.

(j) No Hedge Bonds. The Lessee reasonably expects that more than eighty-five percent (85%) of the Facility Funds will be expended for the purposes of this Financing Lease within three years of the Effective Date.

SECTION 6.17. Facility Construction.

(a) The Facility is described in Exhibit A and the Lessee shall make no changes thereto or to the operation thereof without the prior written consent of the Lessor, which consent shall be granted or denied in the Lessor's reasonable discretion. Further, the Lessor may condition any such consent upon receipt of an Opinion of Counsel to the effect that such changes will not affect the qualification of the Facility for tax exempt financing under the Code.

(b) To the best of the Lessee's knowledge, no officer or official of the Lessor has any material interest whatsoever in the Facility or in the transactions contemplated by this Financing Lease.

(c) All applicable local governmental agency, State and federal government certificates, approvals, permits and authorizations required in order to complete construction and commence operations of the Facility have been obtained or have been applied for and will be obtained as soon as practicable.

(d) The Lessee shall not enter into a contract for the construction of the Facility unless it is in the form of a fixed price construction contract; provided, however, that this paragraph 6.17(d) shall not apply to contracts in an amount below that required to be bid publicly under State law.

(e) Construction contingency funds in the amount of four hundred forty thousand dollars (\$440,000) are included in the Facility Funds. Absent the Lessor's prior written consent, which consent shall be granted or denied in the Lessor's sole and absolute discretion, said construction contingency funds shall be utilized solely for the purpose of paying any reasonably unforeseen increased Facility Costs in connection with the construction of the Facility. It is expressly understood that the Lessee shall have no obligation to replenish or otherwise restore the contingency funds to their original amount as they are used to cover reasonably unforeseen increased Facility Costs. All such increased Facility Costs shall be documented by a change order (or change orders) executed pursuant to the fixed price construction contract between the Lessee and the direct contractor(s) for the Facility.

(f) The Lessee will pre-qualify direct contractors bidding on the Facility using the model pre-qualification questionnaire approved by the State Department of Industrial Relations pursuant to Public Contract Code Section 20101.

ARTICLE VII

INDEMNIFICATION AND EVENTS OF DEFAULT

SECTION 7.01. Indemnification.

The Lessee shall, to the fullest extent permitted by law, indemnify, defend, protect, hold harmless, save and keep harmless the Lessor and its members, directors, officers, employees and agents (collectively, the “Indemnified Parties”) from and against any and all liability, obligations, losses, claims, demand, damages, actions, causes of action, liens, stop payment notices, or costs whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses as incurred, penalties and interest (collectively, a “Claim”), arising out of or as the result of entering into the Financing Lease, and the acquisition, construction, operation, use, condition, or possession of the Leased Asset, the Facility, and any portion thereof, including:

(1) any accident in connection with the operation, use, occupancy, condition or possession of the Leased Asset, or the Facility resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the Lessee or the Lessor;

(2) patent, trademark or copyright infringement as a consequence of the operation, use, occupancy, or maintenance of the Leased Asset or the Facility;

(3) strict liability in tort as a consequence of the operation, use, occupancy, or maintenance of the Leased Asset or the Facility;

(4) any Claim based upon environmental law or regulation relating to the Leased Asset or the Facility;

(5) any Claim of any nature directly arising from or related to the Leased Asset or the Facility, which claim is based upon the operation of the Leased Asset or the Facility from and after the Effective Date;

(6) the existence, placement, delivery, storage or release of hazardous materials on the Leased Asset or the Facility or contamination of property, arising therefrom; and

(7) either (a) the application of the Facility Funds, or other amounts treated as “gross proceeds” of the Proceeds Bonds in such manner that any portion of the Proceeds Bonds becomes an “arbitrage bond” within the meaning of Code Sections 103(b)(2) and 148, with the result that interest on the Proceeds Bonds is or becomes subject to federal income taxation of the holder of the Proceeds Bonds; or (b) if as a result of any act, failure to act or use of the proceeds of any portion of the Facility Funds, the Facility, or the Leased Asset or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Financing Lease or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Financing Lease, all or any portion of the interest on any portion of the Proceeds Bonds becomes subject to federal income taxation.

The indemnification arising under this Section 7.01 shall continue in full force and effect notwithstanding the full payment of all obligations hereunder or the termination hereof for any reason. Any party seeking indemnity hereunder shall promptly give notice to the Lessee of any Claim or liability hereby indemnified against upon learning of any circumstances giving rise to any such Claim or liability. The Lessee’s obligation to indemnify, defend, protect, hold harmless, save and keep harmless the Indemnified Parties as provided under this Section 7.01 shall arise immediately upon any claim covered under this Section 7.01 being asserted against an Indemnified Party, whether orally, in writing, or in any court or administrative action or proceeding.

SECTION 7.02. Events of Default.

(a) Each of the following events shall constitute an Event of Default under this Financing Lease and the terms Event of Default and “default” shall mean, whenever they are used in this Financing Lease, any one or more of the following events:

(1) The Lessee fails to pay to the Lessor or its assignee any Base Rental Payment or Additional Rental Payment required to be so paid by the close of business on the day such payment is required pursuant to Section 3.01(a) hereof, provided, that the failure to pay any Base Rental Payment abated pursuant to Section 3.04 hereof shall not constitute an Event of Default; or

(2) The Lessee breaches any material terms, covenants or conditions contained herein, or if any representation or warranty fails to be true, accurate, and correct in all material respects as determined by the Lessor in its sole and absolute discretion, and the Lessee shall fail to remedy any such breach or failure of a representation or warranty with all reasonable dispatch within a period of thirty (30) days after written notice thereof from the Lessor to the Lessee; provided, however, that if the failure stated in the notice cannot be corrected within such period, then the Lessor shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within such period and is diligently pursued until the default is corrected.

Upon the occurrence of any of the events specified in subsection (a) or (c) of this Section 7.02 (in either case an “Event of Default”), it shall be lawful for the Lessor or its

assignee, subject to the terms of this Financing Lease, to exercise any and all remedies available or granted to it pursuant to law, by statute, or hereunder.

(b) The Lessor or its assignee, in addition to all other rights and remedies it may have at law or in equity, shall have the option to do any of the following:

(1) To terminate this Financing Lease in the manner hereinafter provided on account of default by the Lessee, notwithstanding any retaking of possession or re-letting of the Leased Asset as hereinafter provided for in subparagraph (2) hereof, and to retake possession of the Leased Asset. In the event of such termination, the Lessee agrees to surrender immediately possession of the Leased Asset, without let or hindrance, and to pay the Lessor or its assignee all damages recoverable at law that the Lessor or its assignee may incur by reason of default by the Lessee, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such retaking possession of the Leased Asset. Neither notice to pay rent nor to deliver up possession of the Leased Asset given pursuant to law nor any proceeding in unlawful detainer, or otherwise, brought by the Lessor or its assignee for the purpose of obtaining possession of the Leased Asset nor the appointment of a receiver upon initiative of the Lessor or its assignee to protect the Lessor's or its assignee's interest under this Financing Lease shall of itself operate to terminate this Financing Lease, and no termination of this Financing Lease on account of default by the Lessee shall be or become effective by operation of law or acts of the parties hereto, unless and until the Lessor or its assignee shall have given written notice to the Lessee of the election on the part of the Lessor or its assignee to terminate this Financing Lease.

(2) Without terminating this Financing Lease, (i) to collect each installment of Rental Payment as it becomes due and enforce any other term or provision hereof to be kept or performed by the Lessee and/or (ii) to exercise any and all rights to retake possession of the Leased Asset. In the event the Lessor or its assignee does not elect to terminate this Financing Lease in the manner provided for in subparagraph (1) hereof, the Lessee shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Lessee and to pay the Rental Payments to the end of the term of this Financing Lease or, in the event that the Leased Asset is re-let, to pay any deficiency in Rental Payments that results therefrom; and further agrees to pay said Rental Payments and/or Rental Payments deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of rent hereunder (without acceleration), notwithstanding the fact that the Lessor or its assignee may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any retaking of possession of the Leased Asset by the Lessor or its assignee or suit in unlawful detainer, or otherwise, brought by the Lessor or its assignee for the purpose of obtaining possession of the Leased Asset. Should the Lessor or its assignee elect to retake possession of the Leased Asset as herein provided, the Lessee hereby irrevocably appoints the Lessor or its assignee as the agent and attorney-in-fact of the Lessee to re-let the Leased Asset, or any items thereof, from time to time, either in the Lessor's or its assignee's name or otherwise, upon such terms and conditions and for such use and period as the Lessor or its assignee may deem advisable and the Lessee hereby indemnifies and agrees to hold harmless the Lessor or its assignee from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any retaking of possession of and re-letting of the Leased Asset by the Lessor or its assignee or its duly

authorized agents in accordance with the provisions herein contained. The Lessee agrees that the terms of this Financing Lease constitute full and sufficient notice of the right of the Lessor or its assignee to re-let the Leased Asset in the event of such reentry without effecting a surrender of this Financing Lease, and further agrees that no acts of the Lessor or its assignee in effecting such re-letting shall constitute a surrender or termination of this Financing Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that on the contrary, in the event of such default by the Lessee the right to terminate this Financing Lease shall vest in the Lessor or its assignee to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Lessee further waives the right to rental obtained by the Lessor or its assignee in excess of the rental herein specified and hereby conveys and releases such excess to the Lessor or its assignee as compensation to the Lessor or its assignee for its services in re-letting the Leased Asset or any items thereof. The Lessee further agrees to pay the Lessor or its assignee the cost of any alterations or repairs to the Leased Asset or any items thereof necessary to place the Leased Asset or any items thereof in condition for re-letting immediately upon notice to the Lessee of the completion and installation of such alterations or repairs. The rights granted the Lessor hereunder constitute a power coupled with an interest and cannot be revoked.

The Lessee hereby waives and releases any and all claims for damages caused or which may be caused by the Lessor or its assignee in taking possession of the Leased Asset as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Asset and all claims for damages to or loss of any property belonging to the Lessee, or any other person, that may be on or about the Leased Asset.

The Lessor expressly waives the right to receive any amount from the Lessee pursuant to section 1951.2(a)(3) of the California Civil Code.

(c) In addition to any default resulting from breach by the Lessee of any material agreement, condition, covenant or term hereof, or the failure of any representation or warranty to be true, accurate, and correct in all material respects as determined by the Lessor in its sole and absolute discretion, if (i) the Lessee's interest herein or any part thereof be assigned, sublet or transferred without the written consent of the Lessor (except as otherwise permitted by Section 2.04 hereof), either voluntarily or by operation of law; or (ii) the Lessee or any assignee shall file any petition or institute any proceedings under any act or acts, State or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Lessee asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Lessee shall make a general or any assignment for the benefit of its creditors; or (iii) the Lessee shall abandon or vacate the Leased Asset or any portion thereof (except as expressly permitted under this Financing Lease); then in each and every such case the Lessee shall be deemed to be in default hereunder.

SECTION 7.03. No Waiver.

A failure to enforce or waiver of any default by the Lessor shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Lessor to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein, and every power and remedy conferred upon the Lessor by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Lessor. If a suit, action, or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Lessor, the Lessee and the Lessor shall be restored to their former positions, rights, and remedies as if such suit, action, or proceeding had not been brought or taken.

SECTION 7.04. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Lease or now or hereafter existing at law or in equity. All remedies hereby conferred upon or reserved to the Lessor shall survive the termination of this Financing Lease.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Notices.

All written notices to be given hereunder shall be given by first class mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Lessor:

California Infrastructure and Economic Development Bank
Attn: Loan Servicing Manager, Agreement No. ISRF 18-
P.O. Box 2830
Sacramento, CA 95812-2830

For overnight mail or personal delivery only:

California Infrastructure and Economic Development Bank
Attn: Loan Servicing Manager, Agreement No. ISRF 18-
1325 J Street, Suite 1823
Sacramento, CA 95814

If to the Lessee:

City of Ukiah
Attn: Shannon Riley, Deputy City Manager/Visit Ukiah Administrator
300 Seminary Avenue
Ukiah, CA 95482-5400

SECTION 8.02 Contact Persons.

(a) The Executive Director of the Lessor or such other person as designated in writing by the Lessor shall manage this Financing Lease for the Lessor and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Financing Lease.

(b) The Lessee's contact person shall be its Deputy City Manager/Visit Ukiah Administrator or such other person as may be designated in writing by the Lessee. The Lessee's Deputy City Manager/Visit Ukiah Administrator shall be the Lessee's representative for the administration of this Financing Lease and shall have full authority to act on behalf of the Lessee and may designate in writing another person or persons authorized to request disbursement of Facility Funds. All communications given to the Lessee's Deputy City Manager/Visit Ukiah Administrator shall be as binding as if given to the Lessee.

SECTION 8.03. Reserved.

SECTION 8.04. Third Party Beneficiaries.

The Trustee is hereby expressly designated as a third party beneficiary hereunder for the purpose of enforcing any of the rights hereunder assigned to the Trustee and for the purpose of the Trustee enforcing its own rights. Nothing in this Financing Lease, expressed or implied, is intended to give to any person other than the Lessor, Lessee, and any Trustee, any right, remedy, or claim under or by reason of this Financing Lease. All covenants, stipulations, promises, or agreements contained in this Financing Lease by and on behalf of the Lessee shall be for the sole and exclusive benefit of the Lessor, the Trustee and their permitted assigns.

SECTION 8.05. Amendments to Financing Lease.

No term or provision of this Financing Lease may be waived or otherwise modified except by a written agreement signed by the Parties. The Parties acknowledge and agree that the previous sentence shall be interpreted, enforced, and adhered to strictly, notwithstanding any legal doctrine, rule, statute, or case law that may permit oral modification of this Financing Lease, or that may find under certain circumstances the portion of this Section 8.05 requiring all modifications to this Financing Lease be in writing is waived orally or by the Parties' conduct. To the greatest extent permissible under the law, the Parties hereby agree to waive any legal

doctrine, rule, statute, or case law that permits, or could be construed to permit, modification of this Financing Lease by means other than a writing signed by both Parties.

SECTION 8.06. Expectations.

The undersigned is an authorized representative of the Lessee acting for and on behalf of the Lessee in executing this Financing Lease. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

SECTION 8.07. Partial Invalidity.

The illegality, unenforceability, or invalidity of any provision of this Financing Lease with regard to any Party or circumstance shall not render that provision illegal, unenforceable, or invalid with regard to any other Party or circumstance. All provisions of this Financing Lease, in all other respects, shall remain legal, enforceable, and valid to the fullest extent permitted by law. If any provision of this Financing Lease is held to be illegal, unenforceable, or invalid by a court of competent jurisdiction, then such provision shall be deemed severed from this Financing Lease and this Financing Lease shall be construed and enforced as if such illegal, unenforceable, or invalid provision had never been part hereof.

SECTION 8.08. California Law; Venue.

This Financing Lease shall be governed by and construed and interpreted in accordance with the laws of the State. Any proceeding arising out of or pertaining to this Financing Lease shall be filed in the Superior Court of Sacramento County, or in the United States District Court in and for the Eastern District of California, unless otherwise expressly agreed to by the Lessor in its discretion.

SECTION 8.09. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision hereof.

SECTION 8.10. No Merger.

This Financing Lease shall not operate as a merger of the Lessee's leasehold estate in the Leased Asset pursuant to this Financing Lease and its fee estate in the Site.

SECTION 8.11 No Personal Liability.

No member, officer, attorney, agent, or employee of the Lessee shall be individually or personally liable for the payment of the principal of, premium, if any, or the interest under this Financing Lease; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

SECTION 8.12 Arm's Length Transaction.

The Lessee acknowledges and agrees that (i) the transaction contemplated by the Lessor pursuant to this Financing Lease is an arm's-length commercial transaction, (ii) in connection therewith and with the financing discussions, undertakings and procedures leading up to the consummation of such transaction, the Lessor is and has been acting solely as a principal and is not acting as the agent or fiduciary of or in any way advising the Lessee, (iii) the Lessor has not assumed an advisory or fiduciary responsibility in favor of the Lessee with respect to the financing contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Lessor has provided other services or is currently providing other services to the Lessee on other matters) and the Lessor has no obligation to the Lessee with respect to the financing contemplated hereby except the obligations expressly set forth in this Financing Lease and (iv) the Lessee has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

SECTION 8.13 Entire Agreement.

Except as expressly stated herein, this Financing Lease, together with the exhibits and attachments hereto and thereto, together with the Site Lease, constitutes the entire agreement between the Lessor and the Lessee. Except as expressly stated herein, there are no understandings, agreements, representations or warranties, express or implied, not specified herein or therein regarding this Financing Lease or the Facility financed hereunder. Any terms and conditions of any purchase order or other document submitted by the Lessee in connection with this Financing Lease which are in addition to or inconsistent with the terms and conditions of this Financing Lease will not be binding on the Lessor and will not apply to this Financing Lease.

SECTION 8.14 Successors and Assigns.

Subject to the terms and provisions of Section 2.04 of this Financing Lease governing the assignment of this Financing Lease by the Lessee, and all other terms and provisions of this Financing Lease governing the assignment hereof, this Financing Lease shall be binding on, and inure to the benefit of, the Parties and their permitted successors and assigns to this Financing Lease.

SECTION 8.15 Time of the Essence.

Subject to the remainder of this Section 8.15, time is of the essence with respect to this Financing Lease and the performance of each obligation contained in this Financing Lease. Whenever the time for performance of any obligation under this Financing Lease, or if under this Financing Lease a Party must act by a particular time or date, or if an act is effective only if done by a particular time or date, and the last date for performance of such obligation or the doing or effectiveness of such act falls on a Saturday, Sunday, or legal holiday in the State of California or holiday of the Trustee, the time for performance of such obligation or the doing or effectiveness of such act shall be extended to the next day that is not a Saturday, Sunday, or a legal holiday in the State of California or a holiday of the Trustee. The first day shall be excluded and the last day shall be included when computing the time in which an obligation is to be performed or an act is to be done under this Financing Lease. Unless otherwise provided herein all time periods shall end at 5:00 p.m. California time.

SECTION 8.16 Form of Documents.

The form and substance of all documents and instruments to be delivered to the Lessor under the terms of this Financing Lease, if any, shall be at all times subject to the Lessor's approval, in its reasonable discretion. No document or instrument delivered to the Lessor, or to be delivered to the Lessor, or which is subject to the approval of the Lessor, shall be amended, modified, superseded, or terminated in any respect whatsoever without the Lessor's prior written approval.

SECTION 8.17 Waiver of Consequential Damages.

To the fullest extent permitted by law, the Lessee shall not assert, and hereby waives, any claim against the Lessor on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct actual damages) arising from, or in connection with, this Financing Lease or the Site Lease.

SECTION 8.18 Execution in Counterparts.

This Financing Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 8.19 Usury Savings.

Nothing herein shall be construed as entitling the Lessor to charge, receive, or collect interest in a sum greater than the maximum interest rate permitted to be charged by the Lessor to the Lessee under applicable law (the "Maximum Rate"). The Parties intend that this Financing Lease shall comply with applicable law and that the rate or rates of interest charged hereunder shall not exceed the Maximum Rate. If the occurrence of any circumstance, event or contingency

should cause such interest to exceed interest at the Maximum Rate, any such excess amount shall be applied to the reduction of the unpaid principal component of the Base Rental Payments. As used herein, the term “applicable law” shall mean the law in effect as of the date hereof; provided, however, that in the event there is a change in the law which results in a different permissible rate of interest, then this Financing Lease shall be governed by such new law as of its effective date.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Financing Lease by their officers thereunto duly authorized on the dates set forth below.

CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK

By _____
Teveia R. Barnes
Executive Director

Date _____

Attest

By _____
Stefan R. Spich
Secretary of the Board of Directors

CITY OF UKIAH

By _____
Sage Sangiacomo
City Manager

Date _____

Attest

By _____
Name _____
Title _____

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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)

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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)

EXHIBIT A

DESCRIPTION OF FACILITY

Facility Title:

Redwood Business Park Traffic Improvements and US 101/Talmage Interchange

Facility Description

Generally, the Facility involves the improvement and upgrade of a freeway offramp, surface street improvements, and traffic control improvements, including, but not limited to, all necessary engineering, architecture, design, permitting, entitlement, environmental review and documentation, construction, construction contingency, equipping, machinery installation, construction management, Facility administration, and general Facility development activities.

More specifically, the Facility consists of the following components:

- Removing from service the existing US 101 southbound offramp to westbound Talmage Road, constructing a new signalized intersection to facilitate vehicle access to both eastbound and westbound Talmage Road, and widening and re-aligning the offramp to terminate at the new signalized intersection;
- Constructing a westbound lane on Talmage Road between the US 101 overpass and Airport Park Boulevard;
- Constructing an eastbound lane on Talmage Road between Airport Park Boulevard and the Talmage Road/US 101 southbound onramp;
- Replacing the existing traffic signals at the intersection of Talmage Road and Airport Park Boulevard;
- Installing a new traffic signal at the intersection of Airport Park Boulevard and Commerce Avenue;
- Reconstructing approximately 2,400 linear feet, and overlaying approximately 1,700 linear feet, of Airport Park Boulevard;
- Installing stormwater quality improvements to meet Low Impact Development requirements;
- Widening Airport Park Boulevard at the Hastings/South State Intersection to allow for a dedicated turn lane; and
- Other components necessary or desirable in connection with a project of this type and that are consistent with the applicable requirements of the IBank Act and the Criteria.

EXHIBIT B

DESCRIPTION OF THE LEASED ASSET

The Leased Asset consists of the following real property and all improvements thereon:

Street Address: 300 Seminary Avenue, Ukiah, CA 95482

Legal Description:

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

PARCEL ONE:

COMMENCING at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-02

PARCEL TWO:

BEGINNING at the intersection of the Southerly line of Clay Street and the Easterly line of Dora Street; thence Easterly along the Southerly line of Clay Street 761.60 feet to the Westerly line of Oak Street; thence Southerly along said Westerly line of Oak Street 456.5 feet to the Northerly line of the North half of Jones Addition, the map of which was filed June 11, 1909 in Map Case 1, Drawer 3, Page 36, Mendocino County Records; thence Westerly along said Northerly line 728 feet to the Easterly line of Dora Street; thence Northerly along said Easterly line 445 feet to the point of beginning.

EXCEPTING therefore the following:

COMMENCING at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-03

EXHIBIT C

LESSEE'S APPROVING RESOLUTION

[See attached]

EXHIBIT D

DISBURSEMENT CONDITIONS

A. Conditions Precedent to Initial Disbursement

No Facility Funds shall be disbursed pursuant to this Financing Lease until and unless the Lessee has submitted the following to the Lessor:

- (1) Insurance certificates required by Section 4.03; and
- (2) Evidence, satisfactory to the Lessor in its sole and absolute discretion, that the Lessee has obtained all permits and approvals necessary to commence construction of the Facility, including, but not limited to, approval of the Facility environmental impact report.

B. Conditions Precedent to Disbursement for Construction Costs

No Facility Funds shall be disbursed for construction costs for the Facility until and unless the Lessee has submitted the following to the Lessor:

(1) A copy of the following insurance policies together with all applicable endorsements: (i) a builder's risk insurance policy procured by either the Lessee or the direct contractor(s) for the Facility in an amount equal to the lesser of the Facility Funds or the amount of the fixed price construction contract for the Facility, and (ii) the commercial general liability and worker's compensation insurance policies for the direct contractor(s) for the Facility. Said insurance policies shall, as applicable and as required under this Financing Lease, name the Lessor and the Lessee as loss payee and additional insured, unless specifically waived by the Lessor;

(2) A copy of payment and performance bonds satisfying the requirements set forth in Section 6.12 of this Financing Lease;

(3) Evidence satisfactory to the Lessor in its reasonable discretion that the Lessee has entered into a fixed price construction contract. The Lessee shall not enter into a contract for the construction of the Facility unless it is in the form of a fixed price construction contract; and

(4) Evidence satisfactory to the Lessor in its reasonable discretion that the Lessee has set aside and continues to maintain construction contingency funds in the amount of four hundred forty thousand dollars (\$440,000) as required under Section 6.17(e) of this Financing Lease.

C. Conditions Precedent to Final Disbursement

The final disbursement of Facility Funds shall not be made until the Lessee has provided the following to the Lessor:

(1) Recorded notice of completion for the Facility or other evidence of completion satisfactory to the Lessor;

(2) Lien waivers for the Facility, or evidence of the passage of the applicable statutory time periods for filing mechanics and other similar liens; and

(3) Certification by the Lessee that the Facility has been completed according to its approved final plans and specifications, that the completed Facility is consistent with the definition of Facility in this Financing Lease and is acceptable to the Lessor.

EXHIBIT E

BASE RENTAL PAYMENTS

[illegible]

EXHIBIT F

FORM OF LEGAL OPINION OF COUNSEL TO THE LESSEE

Attorney letterhead

To be signed and dated as of the Effective Date

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

California Infrastructure and Economic Development Bank
1325 J St. Suite 1823
Sacramento, CA 95814

RE: Financing Lease, By and Among the City of Ukiah, as Lessee, and the California Infrastructure and Economic Development Bank (“IBank”), as Lessor, dated as of _____, 2017, and Site Lease By and Among the City of Ukiah, as Lessor, and IBank, as Lessee, dated as of _____, 2017.

Ladies and Gentlemen:

In my capacity as legal counsel to the City of Ukiah (the “City”) and in connection with the above described Financing Lease and Site Lease (collectively, the “Agreements”), I have examined the laws pertaining to the City; copies of the Agreements; City Resolution No. 2017-09 adopted January 18, 2017 (the “Resolution”); and such other information and documents as I considered necessary to render this opinion.

Based upon the foregoing, it is my opinion that:

(i) the City is a general law city and a municipal corporation, located in the County of Mendocino, a political subdivision of the State of California, duly organized and validly existing pursuant to the laws of the State of California;

(ii) the Resolution and other actions of the City approving and authorizing the execution and delivery of the Agreements were duly adopted at meetings of the governing body of the City which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and such approval and authority is continuing and in full force and effect as of the date hereof;

(iii) the City has the full right and lawful authority to execute, enter into, and deliver the Agreements and the Agreements have been duly authorized and executed on behalf of the City and the Agreements are the legal, valid and binding obligations of the City, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting creditors' rights generally;

(iv) the execution and delivery of the Agreements and compliance with the provisions thereof, under the circumstances contemplated thereby, does not and will not, in any material respect, conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject;

(v) to the best of my knowledge, after due inquiry, there is no action, suit, proceeding, inquiry or investigation before or by any court or public body pending or threatened against or affecting the City: (1) challenging or questioning the transactions contemplated by the Agreements or any other agreement, document or certificate related to such transactions; (2) challenging or questioning the creation, organization, existence or powers of the City; (3) seeking to enjoin or restrain the execution of the Agreements or the construction of the Facility (as defined in the Financing Lease) or the collection of any of the revenues used for making payments under the Financing Lease; (4) in any way questioning or affecting any of the rights, powers, duties or obligations of the City with respect to the obligation to budget and appropriate funds as contemplated by the Financing Lease; (5) in any way questioning or affecting any authority for the execution of the Agreements or the validity or enforceability of the Agreements; or (6) in any way questioning or affecting any other agreement or instrument relating to the Agreements to which the City is a party.

The opinions expressed herein may be affected by actions taken or events occurring after the date hereof. The undersigned has not undertaken to determine or to inform any person whether any such subsequent actions or events are taken or occur.

Sincerely,

City Attorney, City of Ukiah

EXHIBIT G

SCHEDULE OF SOURCES AND USES OF FACILITY FUNDS

SOURCES and USES			
Uses	Sources		
	IBank	City of Ukiah	Total
Redwood Business Park Traffic Improvements and US 101/Talmage Interchange Project	\$4,000,000	\$222,939	\$4,222,939
Origination Fee		\$40,000	\$40,000
Total	\$4,000,000	\$262,939	\$4,262,939

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RESOLUTION NO. 2017-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A FINANCING LEASE WITH THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS**

WHEREAS, the City Council (the "City Council") of the City of Ukiah (the "City"), pursuant to Resolution No. 2017-09 adopted on January 18, 2017 and Resolution No. 2017-19 adopted on April 5, 2017, has determined to finance the acquisition and construction of certain traffic and highway interchange improvements (collectively, the "2017 Project"), as more particularly described in Exhibit A to the Financing Lease (as such term is defined below); and

WHEREAS, the California Infrastructure and Economic Development Bank (the "I-Bank") has agreed to assist the City in financing the 2017 Project; and

WHEREAS, in order to accomplish the financing of the 2017 Project, the City desires to enter into a Site Lease (the "Site Lease") and a Financing Lease (the "Financing Lease"), each with the I-Bank, substantially in the form presented to this City Council at the meeting at which this Resolution has been adopted, pursuant to which the City will lease the City Hall property to the I-Bank and sublease the City Hall property back from the I-Bank; and

WHEREAS, the City's obligation to make payments under the Financing Lease will be payable from the City's General Fund, and the City has covenanted in the Financing Lease to include such payments in its annual budget;

NOW, THEREFORE, the City Council for the City of Ukiah does resolve as follows:

Section 1. The Site Lease and the Financing Lease, in substantially the forms attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein, are hereby approved. The Mayor, the Vice-Mayor, the City Manager, the Finance Director, the City Clerk, or the designee of any of them (each, an "Authorized Officer"), are each hereby authorized and directed to execute and deliver the Site Lease and the Financing Lease with such changes, insertions and omissions as may be recommended by the City Attorney or Stradling Yocca Carlson & Rauth, a Professional Corporation, bond counsel to the City, and approved by the officers executing the same, said execution being conclusive evidence of such approval.

Section 2. The City Council hereby authorizes the execution and delivery of the Financing Lease in an aggregate principal amount not to exceed \$4,000,000. The proceeds of the Financing Lease will be expended to finance the 2017 Project.

Section 3. The Authorized Officers and all other officers of the City are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the execution and delivery of the Site Lease and the Financing Lease and otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed. In the event that the Mayor is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the City Council may validly execute and deliver such document, and, in the event that the City Clerk is unavailable or unable to execute

and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document. The expenditure of the proceeds of the Financing Lease shall be subject to compliance by the City with all legal and other conditions precedent thereto.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of August 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of the Purchase of Professional Temporary Building Inspection Services from Coastland Civil Engineering, Inc. in the amount of up to \$20,000 and Authorize the City Manager to Negotiate and Execute an Amendment to Said Contract with Coastland Civil Engineering, Inc. to Extend the Contract Time of Completion to September 1, 2017.

DEPARTMENT: Community Development and Planning

PREPARED BY: Craig Schlatter

ATTACHMENTS:

Summary: Notification to City Council of temporary building services contract with Coastland Civil Engineering, Inc. and Authorize the City Manager to negotiate and execute a amendment to said contracts time of completion to September 1, 2017.

Background: On June 26, 2017, the City of Ukiah made and entered into a contract with Coastland Civil Engineering, Inc. for professional building inspection and plan check services. The consultant was to be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$20,000. The services were expected to be temporarily needed while the City sought proposals from building inspection consulting firms in response to its Request for Proposals (RFP), issued June 19, 2017.

The existing contract time of completion for Coastland Civil Engineering, Inc. is August 2, 2017. To ensure building inspection and plan check services are not halted while the City secures contracts in response to the

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute an amendment to the contract with Coastland Civil Engineering, Inc. to extend the contract time of completion to September 1, 2017.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$25,000 - #100233.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1617-223

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

RFP, Staff is requesting Council authorize the City Manager to negotiate and execute an amendment to Coastland Civil Engineering, Inc.'s contract to extend the time of completion 30 days to September 1, 2017.

Discussion: Services through the City of Ukiah's primary professional building services consultant, Phillips Seabrook Associates, have been steadily decreasing as the demand for their services - and other building inspection consulting firms - increases throughout Northern California. With the possibility that services could be reduced further, Staff is requesting an extension to the temporary building inspection and plan check services contract with Coastland Civil Engineering, Inc.

Bill Smith

MENDOCINO COUNTY COOPERATIVE AERIAL FIRE PATROL
ENROLLMENT APPLICATION

YES! Please enter my subscription contribution to the Co-op Aerial Fire Patrol of Mendocino County. I want to do my part in helping detect wildfires and keep their losses to a minimum.

Name: _____

Mailing Address: _____

City/ State: _____ Zip _____

Property Address or Location: _____

Number of Acres: _____

Email (not required): _____

- ☐ Participating Contribution - \$50.00 or more (though we accept ALL donations).
- ☐ Associate Contributor - available to landowners of 499 acres or less at a cost of \$100.00.
- ☐ Sustaining Subscription - available to landowners of 500 to 2,499 acres at a cost of \$150.00.
- ☐ Charter Subscription - available to landowners of 2,500 acres or more at a cost of 6.4 cents per acre per year.

Example: ACREAGE 5400 @ \$0.064 per acre = \$ 345.60

If you have any questions, please contact Co-Op secretary, Krissy Weiss at 707-459-7414. Full participation of past subscribers will ensure 105 days of aerial fire patrol flights across Mendocino County. Flights will start on or about July 1st and continue through October 15th, 2017.

Mail checks payable to and forward application to:

Co-op Aerial Fire Patrol
17501 North Highway 101
Willits, CA 95490

Thank you for your support of the Mendocino County Cooperative Aerial Fire Patrol!

Monthly Report

For the Month of JULY

Ukiah Valley Fire Authority

EMERGENCY RESPONSE

THIS MONTH

2017	2016	2015	2014	2013	2012
------	------	------	------	------	------

TO DATE

2017	2016	2015	2014	2013	2012
------	------	------	------	------	------

FIRES

Structures	0	1	1	2	1	1
Grass/Wildland	8	4	1	3	6	4
Vehicles	2	1	2	0	1	1
Refuse	3	2	1	0	3	1
Mutual/Automatic Aid	9	4	14	3	11	17
Other Outdoor	1	2	0	1	1	1
TOTAL	23	14	19	9	23	25

15	18	5	9	13	15
28	10	7	8	13	10
6	7	6	10	4	4
16	9	3	2	6	3
29	25	32	23	64	57
4	5	2	1	2	3
98	74	55	53	102	92

NON-FIRES

Emergency Medical	115	118	33	50	29	41
Vehicle Accident	8	10	4	5	5	7
Hazardous Material	3	1	2	1	0	1
Citizen Service	30	35	3	6	10	3
Good Intent	82	60	25	17	26	9
False Alarm	6	10	4	1	7	3
Other	2	0	0	0	0	0
TOTAL	246	234	71	80	77	64
TOTAL RESPONSES	269	248	90	89	100	89

770	899	249	285	257	283
89	84	41	42	34	29
8	10	2	3	4	1
201	163	54	43	40	24
166	463	154	104	102	56
346	81	30	9	17	17
2	0	0	0	0	0
1582	1700	530	486	454	410
1680	1774	585	539	556	502

Incident Re-Cap

Still Alarm	245	226	73	73	79	54
Squad Call	12	15	9	6	9	23
First Alarm	12	7	7	9	11	10
General Alarm	0	0	1	1	1	2

245	1659	502	450	423	376
12	68	58	46	81	83
12	45	24	41	49	39
0	2	1	2	3	4

Volunteer Response

Volunteer Calls	24	22	17	16	21	35
Ave. Volunteers Per Call	2	2	3	4	5	3
Volunteer Emergency Response	90	0	131	120	172	265

24	123	83	89	133	126
0	2	3	4	5	5
90	268	273	472	897	742

TRAINING (hours)

Career Personnel	81	144	117	186	140	70
Volunteer Personnel	116	83	68	162	444	133

81	1070	1119	1012	767	922
116	891	1236	1492	1893	1728

FIRE PREVENTION

Inspections	23	0	1	6	8	5
Pre-Plans Completed	0	0	4	8	25	2

23	13	28	72	67	67
0	4	35	91	58	104

FIRE LOSSES

Persons Killed	0	0	0	0	0	0
Persons Injured	0	0	0	1	0	0
Estimated Fire Loss in \$	42,250	3,545	527,000	90,000	101,300	36,100

0	0	0	0	0	0
0	0	0	1	12	0
42,250	1,017,155	621,700	583,400	2,068,320	497,125

Service Detail Sheet						
DATE:	8/1/2017					
	LAST	THIS		LAST	THIS	
UVFD	MONTH	MONTH		MONTH	MONTH	
EQUIPMENT	MILEAGE	MILEAGE	MILES	HOURS	HOURS	HOURS
U6403	104,331	104,811	480	N/A	N/A	N/A
U6406	50,314	50,909	595	2,246	2,285	39
SQ6431	28,078	28,108	30	N/A	N/A	N/A
SU6456	148,516	148,531	15	9	10	1
E6463	18,992	20,214	1,222	1,483	1,574	91
E6463 Aux Pump	N/A	N/A	N/A	60	70	10
E6465	23,513	24,558	1,045	1,903	1,998	95
E6465 Aux Pump	N/A	N/A	N/A	45	51	6
E6471	128,747	128,807	60	11	27	16
E6471 Aux Pump	N/A	N/A	N/A	5	10	5
E6483	95,853	95,861	8	7,397	7,399	2
E6485	90,138	90,155	17	7,616	7,617	1
WT6490	21,366	21,469	103	3,325	3,344	19
	LAST	THIS		LAST	THIS	
UFD	MONTH	MONTH		MONTH	MONTH	
EQUIPMENT	MILEAGE	MILEAGE	MILES	HOURS	HOURS	HOURS
U6504	61,513	63,417	1,904	N/A	N/A	N/A
U6505	74,907	76,497	1,590	N/A	N/A	N/A
U6515	102,770	102,815	45	N/A	N/A	N/A
M6520	78,460	78,466	6	9,167	9,168	1
U6545	85,684	85,780	96	N/A	N/A	N/A
SQ6547	27,154	27,227	73	2,390	2,401	11
T6552	37,161	37,416	255	3,536	3,559	23
E6580	72,232	72,307	75	7,827	7,833	6
E6584	73,012	73,092	80	7,723	7,729	6

Gasoline							
	LAST	THIS					PERCENT
	MONTH	MONTH		LAST	MILEAGE AT	OR DATE OF	MILES
EQUIPMENT	MILEAGE	MILEAGE	MILES	SERVICE	NEXT SERVICE	NEXT SERVICE	COMPLETED
UVFD							
U6403	104,331	104,811	480	104,330	108,330	Nov-2017	12%
U6406 (Diesel)	50,314	50,909	595	46,820	50,820	Sep-2017	102%
SQ6431	28,078	28,108	30	24,352	28,352	Jul-2017	94%
UFD							
U6504	61,513	63,417	1,904	61,239	65,239	Sep-17	54%
U6505	74,907	76,497	1,590	74,809	78,809	Sep-17	42%
U6515	102,770	102,815	45	102,053	106,053	Jun-17	19%
U6545	85,684	85,780	96	84131	88,131	Aug-17	41%
Diesel							
	LAST	THIS					PERCENT
	MONTH	MONTH		HRS LAST	HRS	OR DATE OF	HOURS
EQUIPMENT	HOURS	HOURS	HOURS (HRS)	SERVICE	NEXT SERVICE	NEXT SERVICE	COMPLETED
UVFD							
SU6456	9	10	1.2	3	203	Mar-18	4%
E6463	1,403	1,534	131	1534	1734	Dec-17	0%
E6463 Aux Pump	60	70	10	0	100	Mar-18	70%
E6465	1,903	1,998	95	1768	1968	May-18	115%
E6465 Aux Pump	45	51	5.8	0	100	Apr-18	51%
E6471	11	27	16.3	3	203	Mar-18	12%
E6471 Aux Pump	5	10	5.1	2	102	Mar-18	4%
E6483	7,397	7,399	2	7280	7480	Aug-17	60%
E6485	7,616	7,617	1	7605	7805	Mar-18	6%
WT6490	3,325	3,344	18.5	3319	3519	Mar-18	12%
UFD							
M6520	9167	9,168	1	8991	9367	Jul-17	89%
SQ6547	2390	2,401	11	2306	2590	Aug-17	48%
T6552	3,536	3,559	23	3408	3608	Mar-18	76%
E6580	7,827	7,833	6	7800	8000	Mar-18	17%
E6584	7,723	7,729	5.7	7680	7880	Mar-18	24%
Filename: ServiceDetailSheet UKV.UKH.Miles.Hours							

July 2017

Total Calls for July= 95 District (35%) + 174 City (65%) for a total of 269

Summary: The Fire Authority had 24 calls for volunteers in July.

9 Mutual/Auto Aid

3 Vehicle Accidents

3 Good Intent Calls

1 False Alarm

3 Vegetation Fires (LRA)

2 Refuse Fires

2 Citizen Assists

1 Aircraft Standby

1 Vehicle Fire

49 volunteers responded for an average of 2 volunteers per call totaling 90 hours.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Accessory Dwelling Unit Ordinance Adding and Amending Various Sections of the Ukiah City Code to Comply with California Government Code Section 65852.2 Regulating Accessory Dwelling Units.

DEPARTMENT: Community Development and Planning

PREPARED BY: Kevin Thompson

ATTACHMENTS:

[Attachment 1 - Proposed ADU Ordinance](#)

Summary: This item is the proposed adoption of an ordinance amending various sections of the City Code pertaining to the regulation of Accessory Dwelling Units. These amendments are required to comply with State Laws AB 2299, SB 1069, and AB 2406.

Background: On July 19, 2017, the City Council conducted a public hearing and voted (4-1) to introduce a proposed Accessory Dwelling Unit Ordinance amending the City Code provisions regarding development standards and utility connection requirements for Accessory Dwelling Units in compliance with AB 2299, codified at Government Code Section 65852.2.

Discussion: The proposed amendments to the City Code drafted to comply with the requirements for local

RECOMMENDED ACTION: Adopt Ordinance of the City Council of the City of Ukiah adding and amending various sections of the Ukiah City Code to comply with California Government Code Section 65852.2 regulating Accessory Dwelling Units.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

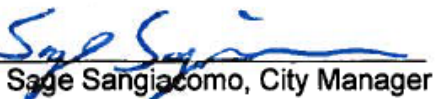
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

agency ordinances regulating Accessory Dwelling Units set forth in Government Code Section 65852.2 include:

1. Changing all references from “second units” to “Accessory Dwelling Units” (“ADU”)
2. Elimination of parking requirements for ADUs in certain situations
3. Reduction of setback requirements in certain situations
4. Elimination of fire sprinkler requirements in certain situations
5. Types and Size of Units
6. Assessment of Water and Sewer Utility Connection Fees

The current version reflects a wide array of community, Planning Commission, City staff, and Council input. The Ordinance (Attachment 1) is now ready for consideration for adoption.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO COMPLY WITH CALIFORNIA GOVERNMENT CODE SECTION 65852.2 REGULATING ACCESSORY DWELLING UNITS

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

SECTION 1

Findings and Declarations. The City Council finds and declares as follows:

- A. Housing in California is becoming increasingly unaffordable. The average California home currently costs about 2.5 times the national average home price and the monthly rent is 50% higher than the rest of the nation. With rising population growth, California must not only provide housing but also ensure affordability.
- B. In September 2016, Governor Brown signed into law Senate Bill 1069 and Assembly Bill 2299 relating to the creation of accessory dwelling units ("ADUs").
- C. These new bills were intended to address the housing crisis by easing regulatory barriers for homeowners who choose to build affordable housing in their own yards.
- D. SB 1069 and AB 2299, codified in part at California Government Code Section 65852.2, require cities to establish standards to allow for ministerial accessory dwelling units so as to provide additional rental housing stock as ADUs as an essential component of the housing supply in California.
- E. California Government Code Section 65852.150(b) provides that the Legislature's intent with the adoption of SB 1069 and AB 2299 was that local agencies adopt an ordinance relating to matters including unit size, parking, fees, and other requirements, that are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.
- F. California Government Code Section 65852.2 is intended to relieve the expense and difficulty of developing ADUs by (1) limiting local agencies' ability to impose development standards for ADUs, (2) restricting circumstances in which local agencies may require new utility connections for ADUs, and (3) by restricting the methods by which local agencies may calculate connection fees or capacity charges for utility connections in ADUs.
- G. California Government Code Section 65852.2(a)(4) provides that any local ordinance that is inconsistent with the requirements of Section 65852.2 shall be null and void and state law shall apply unless or until the local agency adopts an ordinance consistent with this new law.
- H. This Ordinance is adopted to comply with these new State mandates regarding ADUs, and to reduce regulatory constraints affecting their production.

SECTION 2

Section 3702.5 of Division 4, Chapter 2, Article 3 of the Ukiah City Code is amended to read as follows:

§3702.5 SEWER REQUIRED

Any structure located within the City in which plumbing is to be installed and to which a public sewer is available shall, at the expense of the owner of the property, connect the plumbing of such structure directly to the proper public sewer in accordance with the provisions of this ordinance. A public sewer shall be deemed to be available if a public sewer is located within two hundred feet (200') of the property line of the property involved.

However, no new connection between an Accessory Dwelling Unit (as defined in Section 9278 of this Code) and the proper public sewer will be required for an Accessory Dwelling Unit contained within the existing space of an existing primary residence or accessory structure and located in the R-1 zone.

SECTION 3

Division 4, Chapter 2, Article 12 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§3731A SEWER CONNECTION CHARGES

The following charges are hereby established for the connection of the plumbing of any building or structure which discharges to the sanitary sewer system of the city and said charges are separate from any other charges presently levied or which may be levied in the future:

A. Residential Schedule:

Ten thousand nine hundred eleven dollars (\$10,911.00) for equivalent sewer service unit (ESSU) per dwelling unit connected to the wastewater system based on the number of bedrooms according to the following schedule:

	Connection Fee	ESSU
1. One bedroom	\$ 9,820.00	0.9
2. Two bedroom	10,911.00	1.0
3. Three bedroom	12,002.00	1.1
4. For each additional bedroom	1,091.00	0.1

* * *

D. Connection Fees for Accessory Dwelling Units

1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

2. As provided in Section 3702.5, the City will not require a new connection between an Accessory Dwelling Unit (as defined in Section 9278 of this Code) and the sanitary sewer system for an Accessory Dwelling Unit contained within the existing space of an existing primary residence or accessory structure and located in the R-1 zone. Notwithstanding Section 3734A, the City shall not impose a connection fee or capacity charge for this type of Accessory Dwelling Unit.
3. For Accessory Dwelling Units that are not contained within the existing space of an existing primary residence or accessory structure or not located in the R-1 zone, the City may charge a connection fee or capacity charge that is proportionate to the burden of the proposed Accessory Dwelling Unit, based upon either its size or the number of fixture unit values as set forth in the current edition of the California Plumbing Code ("fixture units"), upon the sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.
4. The connection fee for an Accessory Dwelling Unit shall be calculated based on the number of fixture units in the developed ADU, as determined by the City Engineer.
5. In the event that the property on which a primary dwelling and an Accessory Dwelling Unit are located is subdivided to create a new parcel on which the Accessory Dwelling Unit is located, and the Accessory Dwelling Unit was constructed on or after January 1, 2017, the property owner must pay to the City the difference between the sewer connection fee initially calculated for the Accessory Dwelling Unit pursuant to subdivision D4 of this Section and the connection fee that would have been calculated pursuant to subdivision A if the dwelling unit were the primary dwelling unit on a parcel.

SECTION 4

Section 3861 of Division 4, Chapter 4 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by " *"):**

§3861 WATER CONNECTION FEES

A. Payment of Fees

The storage and transmission and production and treatment facilities' fees are based on the size of the service. Said fees shall be due and payable prior to use and occupancy of the new facility requiring the service. No certificate of occupancy shall be issued and permanent water service shall not be provided until payment is received.

B. Connection Fees for Accessory Dwelling Units

1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating connection fees or capacity charges.
2. No new water connection shall be required, and no fee charged, for an Accessory Dwelling Unit (as defined in Section 9278 of this Code) contained within the existing space of an existing primary residence or accessory structure and located in the R-1 zone.

3. Accessory Dwelling Units that are not contained within the existing space of an existing primary residence or accessory structure or not located in the R-1 zone are subject to connection fees for water service as provided in Section 3861.

SECTION 5

Article 3 of Division 9, Chapter 2 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§9016 ALLOWED USES

The following uses are allowed in single family residential (R-1) districts:

* * *

Accessory Dwelling Units on parcels developed with a single-family residence subject to the following standards/criteria:

- A. The requirements of this subsection are applicable to all existing Accessory Dwelling Units as well as those proposed after the effective date hereof, except for legal nonconforming units, or as is otherwise specifically provided herein. Existing Accessory Dwelling Units as of the date hereof inconsistent with the provisions listed herein, shall be considered legal nonconforming, provided that they were legal at the time of their creation.
- B. Pursuant to California Government Code 65852.2(a)(1)(C), accessory dwelling units shall be deemed not to exceed the allowable density for the residential lot upon which an Accessory Dwelling Unit is located, and Accessory Dwelling Units are deemed a residential use that is consistent with the existing general plan and zoning designation for the residential lot on which an Accessory Dwelling Unit is located.
- C. These regulations do not allow the division of property upon which a second unit is located unless all requirements of the applicable zoning district, and any other requirements of this Code are met.
- D. The Accessory Dwelling Unit may be used for rental purposes. The minimum term of a lease for an Accessory Dwelling Unit shall be thirty (30) days.
- E. Accessory Dwelling Units may be attached to existing single-family residences or detached as separate structures. Accessory Dwelling Units shall incorporate the same or substantially similar architectural features, height, building materials and colors as the main dwelling unit or compatible dwellings located on adjacent properties. Architecture not similar to the architecture of the principal dwelling or buildings on adjacent properties shall be subject to the use permit process.
- F. The minimum lot size upon which an Accessory Dwelling Unit may be placed is five thousand (5,000) square feet for an interior lot, and seven thousand (7,000) square feet for a corner lot.
- G. The maximum size of an Accessory Dwelling Unit shall be ten percent (10%) of the lot size with a maximum size of one thousand two hundred (1200) square feet. The increased floor area of an Accessory Dwelling Unit that is attached to the primary residence shall not exceed 50 percent of the existing living area.

- H. Parking requirements for the Accessory Dwelling Unit shall be one off street space (independently accessible or tandem) for each bedroom in addition to the two (2) independently accessible parking spaces required for the existing single-family residence. If the primary residence was legally constructed at a time when on-site parking was not required, then only the parking space(s) for the Accessory Dwelling Unit shall be required.

Off-street parking shall be permitted in setback areas in compliance with the definition of "Off-street Parking" found in Section 9278B of this Code or through tandem parking

Parking standards will not be imposed for an Accessory Dwelling Unit in any of the following instances:

- (1) The Accessory Dwelling Unit is located within one-half mile of public transit.
 - (2) The Accessory Dwelling Unit is located within an architecturally and historically significant historic district.
 - (3) The Accessory Dwelling Unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the Accessory Dwelling Unit.
 - (5) When there is a car share vehicle located within one block of the Accessory Dwelling Unit.
- I. The Accessory Dwelling Unit must meet all applicable building and fire codes, and shall have electric, water and sewer service provided through the city with the type of meter arrangement at the property owner's option. Water, sewer, and electrical services shall be available prior to the issuance of a building permit for a second dwelling unit. No new water or sewer connection fees may be required for Accessory Dwelling Units that are contained within the existing space of a single-family residence or accessory structure as provided in Sections 3731A and 3861.B. Accessory Dwelling Units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- J. The Accessory Dwelling Unit shall comply with all applicable requirements of this code.
- K. The maximum height for Accessory Dwelling Units shall be eighteen feet (18'), except for attached accessory dwelling units, which shall have a maximum height of thirty feet (30'), pursuant to Section 9018 of this Chapter. Taller units may be approved through the use permit process.
- L. The following yard setback requirements shall apply to Accessory Dwelling Units in the R-1 (single-family residential) zoning district:
1. Front Yard: The same as the existing single-family residence, but no closer than five feet (5').
 2. Side Yard, Single-Story: Side yard for single-story unit: Five feet (5').

3. Side Yard, Two-Story: Side yard for two-story unit: Ten feet (10').
4. Rear Yard, Single-Story: Rear yard for single-story unit: Five feet (5').
5. Rear Yard, Two-Story: Rear yard for two-story unit: Ten feet (10').

If the subject parcel abuts a differently zoned parcel, then the side and rear yard setbacks shall be the same as for the adjoining parcel.

Existing structures proposed for conversion to an Accessory Dwelling Unit must comply with the above yard setback requirements, except that no setback will be required for an existing garage that is converted to an accessory dwelling unit. A setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

- M. The proposed Accessory Dwelling Units shall have a separate front door, which, in the event of an attached unit, shall not be located along the front of the existing single-family residence unless it is not obviously visible from the street in front of the residence.
- N. One of the units on the parcel shall be occupied by the property owner.
- O. Any balcony, window or door of an Accessory Dwelling Unit shall utilize techniques to lessen the privacy impacts onto adjacent properties. These techniques may include use of obscured glazing, window placement above eye level, or locating balconies, windows and doors toward the existing on site primary residence. In addition, trees shall be planted and maintained in a viable condition by the property owner, where appropriate, to preserve the privacy of neighboring property owners.

This requirement will not apply to an Accessory Dwelling Unit that is contained within the existing space of a single-family residence or accessory structure.

- P. Driveways accessing Accessory Dwelling Units shall be set back a minimum of five feet (5') from any structure on an adjoining parcel that has a bedroom adjacent to the proposed driveway.
- Q. The minimum width of a driveway serving an Accessory Dwelling Unit shall be twelve feet (12'), unless the City Fire Marshal determines that adequate fire protection can be provided to the second unit even though the driveway has a width less than twelve feet (12').
- R. Unless otherwise indicated, relief from the above criteria and standards may be pursued through the use permit process pursuant to article 20 of this chapter.
- S. Applications for a building permit for an Accessory Dwelling Unit shall be considered ministerially without discretionary review or a hearing within 120 days after receiving the application.
- T. Applications for a building permit for an Accessory Dwelling Unit that is contained within the existing space of an existing primary residence or accessory structure and located in the R-1 zone shall be approved ministerially if the unit is the sole Accessory Dwelling Unit on the lot, has independent exterior access from the existing residence,

and has side and rear setbacks that are sufficient for fire safety. No additional parking or other development standards as set forth in subdivisions (F) through (H), (K) through (M), and (O) through (R) of this Section shall be applied except for building code requirements. This subdivision shall not apply to Accessory Dwelling Units that are not located within the R-1 zone.

* * *

§9018 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in single-family residential (R-1) districts:

- A. For single-family dwellings and attached Accessory Dwelling Units, a maximum height of thirty feet (30').
- B. For accessory buildings a maximum height of twenty feet (20') or the maximum height of the main building whichever is less.
- C. The height limits for both dwelling units and accessory structures may be exceeded with the securing of a use permit. The height limit for second dwelling units may be exceeded through the second unit use permit process, provided a finding is made that the higher structure would not adversely impact the health, safety, and general welfare of the public.

* * *

§9021 REQUIRED PARKING

- A. The minimum parking area required in single-family residential (R-1) districts is two (2) on site independently accessible spaces for each dwelling unit. Second dwelling units require one additional on-site independently accessible parking space, except as provided in Section 9016 of this Chapter. The parking requirements for all other allowed or permitted uses shall be subject to the provisions of section 9198 of this chapter.

SECTION 6

Section 9278 in Division 9, Chapter 2, Article 21 of the Ukiah City Code (unchanged text is omitted and is shown by “* * *”):

* * *

DWELLING UNIT: A residential building or portion thereof providing complete, independent living facilities for one family including permanent provisions of living, sleeping, eating, cooking, and sanitation.

DWELLING UNIT, ACCESSORY:

An attached or a detached residential dwelling unit, located on a parcel in the R-1, R-2, and R-3 Zoning Districts that has been developed with a primary single-family residence, which provides complete independent living facilities for one or more persons. It can be wholly contained within the footprint of the existing primary, single-family residence or an existing accessory structure. It shall include permanent provisions for living, sleeping,

eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An Accessory Dwelling Unit also includes the following:

- (A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.
- (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

EASEMENT: A right given by the owner of land to another party for specific limited use or enjoyment of that land.

* * *

SECTION 7

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 19, 2017 by the following roll call vote:

AYES: Councilmembers Crane, Mulheren, Doble, and Mayor Brown
NOES: Councilmember Scalmanini
ABSTAIN: None
ABSENT: None

Adopted on August 2, 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

MEMO

To: Ukiah City Council

From: Mary Anne Miller, 646 Dora (Ukiah) 7/31/17

Re: Accessory Dwelling Units (ADU) amendments

My reading of the proposed legislation and the amendments to it is that the provisions are mainly in favor of the applicant and not necessarily beneficial to the nearby community. I would like to suggest the inclusion of the following four items in the legislation for the amendment of the City's ADU provisions:

Off-street parking. There should not be an off-street parking requirement that is more than one space for each ADU. Preferably, there should be no additional off-street parking required.

Additional paving on the site for driveways and paved walkways would unnecessarily add more impermeable surfaces and raise the level of heat transmission, affecting the nearby properties as well.

Avoiding harm to trees. Please add this provision to the ADU ordinance: "The footprint of the ADU should not remove or cause damage to any tree of 10-inch caliper or more. Especially during construction, any existing trees should be protected from heavy machinery or other related operation."

The additional unit should be designed to work around existing trees without diminishing the convenience or access to the unit. The site plan chosen by the architect or building designer should not need to cut down trees to make way for the unit. It is not necessary for Ukiah to have a Tree Ordinance in order to have this ordinance state that trees in excess of 10-inch caliper should be conserved.

Decks. Please add the following language to help achieve privacy for all property owners: "Decks at the ground level should be no larger than 200 square feet and buffered by plantings such as hedges or shrubs. Decks at the second level should be no larger than 50 square feet and located such that adjacent windows are not in alignment with the deck."

Notification. Please add the following: "Property owners shall be notified of new construction or alteration which would create an ADU adjacent to their property. To be considered in plan review, concerns and comments must be received by the City no later than two weeks from date of the notification."

Requirement for notification should be part of this legislation since it could materially affect the value and the enjoyment of nearby properties. The notification should be written notification and it should give sufficient information about the project to inform adjacent property owners of the proposed building permit and to do so within a short time limit. These comments and concerns would enable planners and permit reviewers to better evaluate the proposal. This notification would not cause undue delay if the response time for comments and concerns were, say, ten days or two weeks. There is nothing in the State guidelines that forbids notification with a reasonable duration.

From: Pinky Kushner <pinkkushner@gmail.com>
Sent: Wednesday, August 02, 2017 3:44 PM
To: Ashley Cocco
Subject: information about ADU's from Piedmont, CA's

Please forward to Council Members and City Attorney David Rapport.

The below are excerpts from Piedmont, CA's code about ADU's.

Having affordable units in a place like Piedmont is moving forward!! I like this a lot!!!! I also like the inclusion of a design review for ADU's Pinky

Incentives for Affordable Housing

In addition to the design review and building permit requirements, the unit must meet the following criteria:

-

Unit size limit of 700 square feet (Sec. 17.38.060.B.1).

-

The Planning Commission may grant an exception to the size limit for units up to 850 square feet or 1,000 square feet, but only if the owner agrees to rent the unit to a low or very low income household for a period of 10 years (Sec. 17.38.070.C.1).

-

Off-street parking is required: 1 space for units 700 square feet or less, and 2 spaces for larger units up to 4 bedrooms (Sec. 17.38.060.B.2 and Sec. 17.30.010.B).

-

The Planning Commission may grant an exception to the off-street parking requirement for the ADU, but only if the owner agrees to rent the unit to a low, very low, or extremely low income household for a period of 10 years. The required rent restriction level is related to the lot configuration (Sec. 17.38.070.C.2)

Of the 44 ADUs approved since May 2005 when the City Code was changed to include the affordable housing incentives for ADUs, fifteen were rent restricted to a very low income household, and two were rent restricted to a low income household. The City's ADU ordinance helped the City to achieve its regional housing needs set by the State. It also received awards in 2015 from the California Chapter of the American Planning Association and the Northern Section of the California Chapter.

NOTE---Design review board in bold and underlined below.

CALIFORNIA GOVERNMENT CODE SECTION 65852.2:

In September 2016 Governor Jerry Brown signed AB 2299 and SB 1069 into law, both of which made changes to Government Code Section 65852.2 (Attachment 1, pages 11-15). The State laws mandate that cities with accessory dwelling unit (“ADU”) ordinances that are inconsistent with the State laws apply the State standards for ADU approval. The State laws also delegate certain standards of approval of ADUs to local agencies. Because the City’s ADU ordinance contains provisions that are inconsistent with the State laws, and because the State laws contain a provision suggesting that ordinances containing inconsistent provisions will be deemed null and void, it is recommend that the City adopt a new ADU ordinance that both includes the State standards and re-adopts the City’s local standards that are consistent with the State laws. Since January 1, 2017 when the new State laws went into effect, the City has applied these State law standards for review of all ADU permit applications.

The State laws provide that the State ADU standards are the “maximum standards that local agencies shall use to evaluate a proposed ADU.” (SeeGov. Code §65852.2(c).) The intent of the State laws makes clear that cities cannot impose more stringent standards of approval than those set forth in the State laws. However, cities do have discretion over how to apply those standards for which the State laws reserve to the authority of local agencies.

4

PROPOSED REVISIONS TO CITY CODE

:

City staff, with the advice of the City Attorney’s Office and special counsel, legal consultant Judith Robbins, and planning consultant Barry Miller

Design Review

The City Code requires that exterior modifications to buildings and structures receive a

design review permit. The City will continue to utilize its design review process and guidelines for ADUs.

Excerpts of ADU Ordinances of Santa Cruz & Healdsburg

Steve Scalmanini
August 2, 2017

City of Santa Cruz

The existing unit on the parcel must be owner-occupied as evidenced by the filing of a home owner's property tax exemption.

Before the Building Permit is issued that allows you to build your Second Unit, you will be required to record a Declaration of Restrictions against title on your property. This declaration will state that the Second Unit may be rented only under the conditions of the Development Permit and in accordance with the County Code (including occupancy and rent limits outlined below). The Declaration of Restrictions will also allow the County to recover attorney fees and costs needed to enforce the declaration as well as any rents collected during occupancy not authorized under your permit. The Declaration of Restrictions is binding on all future owners of the property.

Doors, windows, balconies, etc., should be situated to preserve the privacy of your neighbors. Units inside the Urban Services Line shall not exceed one story unless a variance is obtained.

Occupancy Restrictions

The following occupancy requirements apply to all Second Units and will be conditions of approval for all units. These conditions will apply for the life of the unit. The property owner is not required to rent the unit continuously, but if the Second Unit is to be rented or permanently occupied, it must be occupied by:

1. Households that meet the income and asset limits established in the Affordable Housing Guidelines for **lower-income** households, OR
2. **Senior** households (with one member aged 62 years or older) that meet the income and asset limits for **moderate-income** households established in the [Affordable Housing Guidelines](#), OR
3. Persons sharing residency with the property owner and who are related by blood, marriage, or operation of law, or have evidence of a stable family relationship with the property owner.

The [Affordable Housing Guidelines](#) explain the income and asset limits and maximum second unit rents. Copies are available at the County of Santa Cruz Planning Department at 701 Ocean Street, 4th Floor, Santa Cruz, CA 95060, or may be requested by telephone at (831) 454-2871.

While the landlord may rent to any person who is eligible, the County of Santa Cruz must certify the eligibility of any occupant **before** they can occupy the Second Unit, and will verify the occupancy status of the unit periodically after it is occupied. The property owner is responsible for notifying the County whenever the Second Unit is available for occupancy. Finally, the property owner must live in either the main unit or the Second Unit and must live on the property at the time of permit application and processing. If the property owner lives in the Second Unit, either the property owner or residents of the primary single-family house must meet the income or familial requirements listed above.

Rent Limits

Maximum rent levels for second units are either those established by the Section 8 Program of the Department of Housing and Urban Development, or by the Measure J Affordable Housing Program (see Chapter 17.10 of the County Code), whichever is higher. If the property owner resides in the second unit, the main unit on the property shall be subject to the rent limits explained above (as written in County Code 13.10.681). The maximum rents include all utilities being paid by the landlord. If the tenant pays any utilities, the rent must be reduced based on the [Schedule of Utility Allowances](#) (scroll down to Table 4).

City of Healdsburg

A deed restriction must be recorded against the parcel identifying the limitations on use, size and sale of the ADU.



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to Granite Construction Company for North State Street Intersection - Low Gap Road / Brush Street, Storm Drain and Signalization Improvements, Specification No. 17-02 and Approval Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Bid Tab - Spec 17-02 N State Street Intersection - Low Gap Road_Brush Street](#)

[Attachment 2 - SPEC NO 17-02 Specifications](#)

[Attachment 3 - SPEC NO 17-02 Plans](#)

Summary: The City Council will consider awarding the contract for the North State Street Intersection - Low Gap Road / Brush Street, Storm Drain and Signalization Improvements, Specification Number 17-02.

Background: The City advertised this project in 2016 and received three bids. At the December 7, 2016 meeting, City Council waived the bid irregularity and awarded a contract for the work to Argonaut Constructors.

RECOMMENDED ACTION: 1) Award contract for North State Street Intersection - Low Gap Road / Brush Street, Storm Drain and Signalization Improvements, Specification No. 17-02 base bid to Granite Construction Company, the lowest responsive, responsible bidder based on bids submitted on July 25, 2017. 2) Approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: \$438,422; FY 17-18; #50924220.80230; \$200,000; FY 17-18; 83024430.80230; \$106,800; FY 17-18; 50824220.80230; \$26,400; FY 17-18; 25124210.80230 PC 15031; \$15,000; FY 17-18; 82224413.80230; \$29,257; FY 17-18; 84024421.80230; \$811,744.80; FY 17-18; Measure Y

FINANCING SOURCE: STP d(1) Fund; Recycled Water Fund; Local Transportation Fund; Special Streets Fund; Water Fund; Sewer Fund; Measure Y Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Subsequently, the City received a bid protest from Team Ghilotti, Inc. At the January 4, 2017 meeting, the City Council reversed its previous decision regarding award of bid to Argonaut Constructors. In addition, the City Council approved a motion to reject all three bids and directed staff to rebid the project. City Council further directed staff to evaluate and consider design of a recycled water pipeline through the project.

Discussion: The City redesigned the project to include the recycled water pipeline and then publicly advertised this project on June 13, 18, and 25, 2017, in the Ukiah Daily Journal. A copy of the Notice to Bidders was sent to all license class "A" contractors on the City's 2017 Qualified Contractors List, and plans and specifications were distributed to the builder's exchanges. In addition, the plans and specifications were posted on the City's website. Three sealed proposals were received and opened by the City Clerk on July 25, 2017. A bid tabulation sheet, Attachment 1, is provided for a comparison of the three bids.

Both of the bids received by Team Ghilotti, Inc. and Argonaut Constructors had math errors in calculating the extended total amount of certain bid items. On Attachment 1, the math errors are shown in yellow highlighting. Staff reviewed the instructions on the Bidding Schedule on page 103 of the specifications (Attachment 2) regarding the case where there is discrepancy between the unit price and the total set forth for the item. Based on this review, the unit prices prevail. After calculating the corrected total amounts for the respective bid items, both the Team Ghilotti, Inc. and Argonaut Constructors bids exceeded the bid by Granite Construction Company. The lowest responsive, responsible bidder is therefore Granite Construction Company. The bid proposals for each company are available for review at this link:
<https://cityofukiah.box.com/s/o9ce1v4uhj9pmh6qnaf9ztft5bowf07e>.

For further reference, the project plans are included as Attachment 3. Staff has prepared the recommended funding breakdown using the base bid amount. However, it should be pointed out that the bid alternate amount of \$100,000 to perform all work at night is available as an option for City Council to consider in the award of this contract.

If the bid is awarded, compensation for the performance of the work will be based on unit prices bid for contract item quantities actually installed. Bid totals are based on unit prices bid for contract items at estimated quantities, and therefore, the actual total paid to the contractor may be lower or higher than the bid total indicated. As with construction projects, there may be cost overruns by reason of unforeseen work or because actual quantities installed exceed estimated quantities. Policy Resolution No. 13, authorizes the responsible Department Head, with approval of the City Manager, to issue change orders not to exceed 10 percent of the original contract sum or \$5,000 whichever is greater provided that no change, when added to the original contract sum, exceeds the amount budgeted for the project.

Attachment #1

Spec 17-02 North State Street Intersection-Low Gap Road/Brush Street, Storm Drain, and Signalization Improvements									
Owner: City of Ukiah				Granite Construction Company		Team Ghilotti, Inc.		Argonaut Constructors	
Bid Opening: 07/25/17				1324 S State Street Ukiah, CA 95482		2531 Petaluma Blvd S Petaluma, CA 94952		360 Sutton Place Santa Rosa, CA 95407	
Base Bid									
Item #	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION/DEMOLITION	1	LS	\$160,000.00	\$160,000.00	\$96,750.00	\$96,750.00	\$94,405.00	\$94,405.00
2	TRAFFIC CONTROL	1	LS	\$150,000.00	\$150,000.00	\$33,000.00	\$33,000.00	\$37,000.00	\$37,000.00
3	DEMOLITION AND REMOVAL OF EXISTING CURB RETURNS, SIDEWALK, MISC. IMPROVEMENTS.	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$82,000.00	\$82,000.00
4	GRUBBING AND GRUBBING OF VEGETATION	1	LS	\$25,500.00	\$25,500.00	\$10,600.00	\$10,600.00	\$10,000.00	\$10,000.00
5	ABANDONMENT OF EXISTING STORM DRAIN PIPING	1	LS	\$13,500.00	\$13,500.00	\$43,500.00	\$43,500.00	\$28,000.00	\$28,000.00
6	REMOVAL OF EXISTING STORM DRAIN STRUCTURES	1	LS	\$12,500.00	\$12,500.00	\$14,250.00	\$14,250.00	\$3,250.00	\$3,250.00
7	NW CURB RETURN- CURB & GUTTER	63	LF	\$80.00	\$5,040.00	\$54.00	\$3,402.00	\$46.00	\$2,898.00
8	NW CURB RETURN- SIDEWALK & ADA RAMP	672	SF	\$20.00	\$13,440.00	\$35.00	\$23,520.00	\$18.00	\$12,096.00
9	NW CURB RETURN- VERTICAL CURB	47	LF	\$36.00	\$1,692.00	\$29.00	\$1,363.00	\$32.00	\$1,504.00
10	NW CORNER - CLASS 2 AGGREGATE BASE	46	CY	\$80.00	\$3,680.00	\$217.00	\$9,982.00	\$165.00	\$7,590.00
11	NW CORNER - ASPHALT CONCRETE	26	TN	\$120.00	\$3,120.00	\$350.00	\$9,100.00	\$300.00	\$7,800.00
12	NE CURB RETURN- CURB & GUTTER	129	LF	\$80.00	\$10,320.00	\$69.00	\$8,901.00	\$46.00	\$5,934.00
13	NE CURB RETURN- CURB RETURN, ADA RAMP, & SIDEWALK	711	SF	\$20.00	\$14,220.00	\$35.00	\$24,885.00	\$79.00	\$56,169.00
14	NE CORNER - COMMERCIAL DRIVEWAY	175	SF	\$25.00	\$4,375.00	\$30.00	\$5,250.00	\$20.00	\$3,500.00
15	NE CORNER - CLASS 2 AGGREGATE BASE	43	CY	\$80.00	\$3,440.00	\$340.00	\$14,620.00	\$200.00	\$8,600.00
16	NE CORNER - ASPHALT CONCRETE	24	TN	\$120.00	\$2,880.00	\$360.00	\$8,640.00	\$325.00	\$7,800.00
17	SE CURB RETURN- CURB & GUTTER	63	LF	\$80.00	\$5,040.00	\$31.25	\$1,968.75	\$46.00	\$2,898.00
18	SE CURB RETURN- SIDEWALK & ADA RAMP	479	SF	\$21.00	\$10,059.00	\$525.00	\$251,475.00	\$12.50	\$5,987.50
19	SE CURB RETURN- RETAINING WALL & GUARDRAIL	58	LF	\$310.00	\$17,980.00	\$525.00	\$30,450.00	\$630.00	\$36,540.00
20	SE CORNER - CLASS 2 AGGREGATE BASE	58	CY	\$80.00	\$4,640.00	\$305.00	\$17,690.00	\$175.00	\$10,150.00
21	SE CORNER - ASPHALT CONCRETE	33	TN	\$120.00	\$3,960.00	\$292.00	\$9,636.00	\$325.00	\$10,725.00
22	SW CURB RETURN-CURB & GUTTER	37	LF	\$80.00	\$2,960.00	\$71.00	\$2,627.00	\$46.00	\$1,702.00
23	SW CURB RETURN-ADA RAMP, SIDEWALK	190	SF	\$25.00	\$4,750.00	\$40.00	\$7,600.00	\$24.00	\$4,560.00
24	SW CORNER - CLASS 2 AGGREGATE BASE	5	CY	\$100.00	\$500.00	\$833.00	\$4,165.00	\$390.00	\$1,950.00
25	SW CORNER - ASPHALT CONCRETE	3	TN	\$120.00	\$360.00	\$975.00	\$2,925.00	\$400.00	\$1,200.00
26	MAINTAIN TEMPORARY TRAFFIC SIGNAL OPERATION DURING CONSTRUCTION	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
27	STORM DRAIN - 12 INCH HDPE CONNECT TO EXISTING DRAIN INLET	15	LF	\$200.00	\$3,000.00	\$353.00	\$5,295.00	\$190.00	\$2,850.00
28	STORM DRAIN - 18 INCH HDPE	27	LF	\$220.00	\$5,940.00	\$319.00	\$8,613.00	\$220.00	\$5,940.00
29	STORM DRAIN - 18 INCH HDPE	70	LF	\$230.00	\$16,100.00	\$343.00	\$24,010.00	\$310.00	\$21,700.00
30	STORM DRAIN - 24 INCH HDPE (STA 1+00 TO 4+00)	300	LF	\$255.00	\$76,500.00	\$256.00	\$76,800.00	\$210.00	\$63,000.00
31	STORM DRAIN - 24 INCH HDPE (STA 4+00 TO 5+87)	190	LF	\$160.00	\$30,400.00	\$178.00	\$33,820.00	\$145.00	\$27,550.00
32	STORM DRAIN INLET #1 - MODEL 4A	1	LS	\$4,500.00	\$4,500.00	\$5,750.00	\$5,750.00	\$4,200.00	\$4,200.00
33	STORM DRAIN JUNCTION BOX #2 - MODEL JB2424	1	LS	\$4,500.00	\$4,500.00	\$5,605.00	\$5,605.00	\$3,800.00	\$3,800.00
34	STORM DRAIN INLET #3 - MODEL 4A	1	LS	\$6,300.00	\$6,300.00	\$5,750.00	\$5,750.00	\$5,900.00	\$5,900.00
35	STORM DRAIN INLET #4 - MODEL 4AC	1	LS	\$6,300.00	\$6,300.00	\$6,500.00	\$6,500.00	\$6,300.00	\$6,300.00
36	STORM DRAIN INLET #5 - MODEL 4AC	1	LS	\$6,300.00	\$6,300.00	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00
37	STORM DRAIN INLET #6 - MODEL 4AC	1	LS	\$6,300.00	\$6,300.00	\$5,750.00	\$5,750.00	\$9,500.00	\$9,500.00
38	STORM DRAIN JUNCTION BOX #7 -MODEL JB3636	1	LS	\$6,000.00	\$6,000.00	\$5,750.00	\$5,750.00	\$9,100.00	\$9,100.00
39	STORM DRAIN JUNCTION BOX #8 -MODEL JB3636	1	LS	\$6,000.00	\$6,000.00	\$5,750.00	\$5,750.00	\$9,100.00	\$9,100.00
40	STORM DRAIN JUNCTION BOX #9 -MODEL JB3636	1	LS	\$6,000.00	\$6,000.00	\$5,750.00	\$5,750.00	\$6,300.00	\$6,300.00
41	STORM DRAIN INLET #10 - MODEL JB1818 W/GRATE & 12 INCH HDPE CONNECTION TO EXISTING CURB INLET	1	LS	\$2,500.00	\$2,500.00	\$5,750.00	\$5,750.00	\$6,200.00	\$6,200.00
42	REMOVAL OF EXISTING TRAFFIC SIGNAL BOXES AND ABANDON ELECTRIC CONDUIT AS NEEDED	1	LS	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
43	INSTALL NEW TRAFFIC SIGNAL PULL BOXES PER PLAN, ADJUST EXISTING BOXES TO GRADE	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
44	INSTALL NEW TRAFFIC SIGNAL ELECTRIC CONDUIT	1	LS	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00
45	INSTALL NEW TRAFFIC SIGNAL WIRING AND SIGNAL CONTROL WIRING PER SPECIFICATIONS AS NEEDED	1	LS	\$15,826.00	\$15,826.00	\$15,826.00	\$15,826.00	\$16,000.00	\$16,000.00
46	REMOVE EXISTING TRAFFIC SIGNAL POLES PER PLAN	1	LS	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00
47	INSTALL NEW FOOTING FOR TRAFFIC SIGNAL POLE W/ MAST ARM PER DETAIL	2	EA	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
48	PROVIDE AND INSTALL FOOTING AND NEW TRAFFIC SIGNAL POLE W/O MAST ARM PER PLAN WITH PEDESTRIAN SIGNAL HEADS	4	EA	\$1,250.00	\$5,000.00	\$1,250.00	\$5,000.00	\$1,250.00	\$5,000.00
49	PROVIDE AND INSTALL NEW TRAFFIC SIGNAL POLE W/ MAST ARM AT THE NE CORNER PER PLAN	1	EA	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
50	PROVIDE AND INSTALL NEW TRAFFIC SIGNAL POLE W/ MAST ARM AT THE SE CORNER PER PLAN WITH PEDESTRIAN SIGNAL HEAD	1	EA	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
51	PROVIDE AND INSTALL NEW TRAFFIC SIGNAL LIGHT MODULES (STANDARD) PER PLAN	4	EA	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
52	PROVIDE AND INSTALL NEW TRAFFIC SIGNAL LIGHT MODULES (LEFT TURN ARROW) PER PLAN	8	EA	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00
53	PROVIDE NEW PEDESTRIAN CROSS WALK BUTTON POLES INCLUDING FOOTING	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
54	PROVIDE AND INSTALL GRID SMART CAMERA ON MAST ARM & CONTROL SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET	1	LS	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
55	TEST NEW TRAFFIC SIGNAL SYSTEM	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
56	CONSTRUCT FOOTING FOR QUEST MART SIGN, RELOCATE SIGN & CONNECT TO EXISTING ELECTRICAL PULL BOX	1	LS	\$18,000.00	\$18,000.00	\$8,950.00	\$8,950.00	\$7,400.00	\$7,400.00
57	BRUSH ST. - SOUTH SIDE FRONTAGE EXCAVATION AND GRADING	1	LS	\$18,000.00	\$18,000.00	\$13,650.00	\$13,650.00	\$30,000.00	\$30,000.00
58	BRUSH ST- CURB & GUTTER	308	LF	\$80.00	\$24,640.00	\$53.00	\$16,324.00	\$46.00	\$14,168.00
59	BRUSH ST- SIDEWALK	1380	SF	\$18.00	\$24,840.00	\$18.00	\$24,840.00	\$17.50	\$15,870.00
60	BRUSH ST. - COMMERCIAL DRIVEWAYS (SOUTH SIDE)	340	SF	\$25.00	\$8,500.00	\$30.00	\$10,200.00	\$18.50	\$6,290.00
61	BRUSH ST. - RETAINING WALL	146	LF	\$1,075.00	\$156,950.00	\$465.00	\$67,890.00	\$855.00	\$124,830.00
62	BRUSH ST. - 6 FOOT CHAIN LINK FENCE ON RETAINING WALL	260	LF	\$52.50	\$13,650.00	\$56.00	\$14,560.00	\$53.00	\$13,780.00
63	BRUSH ST. - PIER FOUNDATION FOR RESIDENCE	1	LS	\$15,000.00	\$15,000.00	\$54,500.00	\$54,500.00	\$42,250.00	\$42,250.00
64	BRUSH ST. - SEWER LATERAL	3	EA	\$4,700.00	\$14,100.00	\$6,350.00	\$19,050.00	\$6,200.00	\$18,600.00
65	BRUSH ST. - WATER SERVICE (CITY OF UKIAH TAP)	2	EA	\$4,700.00	\$9,400.00	\$5,500.00	\$11,000.00	\$7,900.00	\$15,800.00
66	BRUSH ST. - GAS SERVICE (PG&E)	2	EA	\$4,200.00	\$8,400.00	\$5,000.00	\$10,000.00	\$2,300.00	\$4,600.00
67	REMOVAL OF EXISTING STRUCTURAL SECTION OF BRUSH STREET AND PREPARE SUBGRADE	14540	SF	\$2.00	\$29,080.00	\$3.50	\$50,890.00	\$2.30	\$33,442.00
68	PROVIDE AND PLACE MIRAFI 600X GEOTEXTILE UNDER NEW STRUCTURAL SECTION (BRUSH STREET)	1616	SY	\$3.00	\$4,848.00	\$2.25	\$3,636.00	\$1.30	\$2,100.00
69	CLASS 2 AGGREGATE BASE (BRUSH STREET)	539	CY	\$62.00	\$33,418.00	\$77.00	\$41,503.00	\$67.00	\$36,113.00
70	5 INCH ASPHALT CONCRETE PAVEMENT (BRUSH STREET)	455	TN	\$120.00	\$54,600.00	\$128.00	\$58,240.00	\$135.00	\$61,425.00
71	INSTALL 6 INCH AC BASE ON NORTH SIDE OF BRUSH STREET FROM END OF SIDEWALK TO DRAIN INLET	175	LF	\$25.00	\$4,375.00	\$62.00	\$10,850.00	\$32.00	\$5,600.00
72	REMOVAL OF EXISTING SHOULDER STRUCTURAL SECTION ON NORTH STATE STREET AND PREPARE SUBGRADE	3600	SF	\$2.50	\$9,000.00	\$3.30	\$11,880.00	\$2.00	\$7,200.00
73	GRIND EXISTING ASPHALT (NORTH STATE STREET)	19440	SF	\$0.60	\$11,664.00	\$1.60	\$31,104.00	\$0.75	\$14,580.00
74	PROVIDE AND PLACE MIRAFI 600X GEOTEXTILE UNDER NEW STRUCTURAL SECTION (NORTH STATE STREET)	400	SY	\$3.00	\$1,200.00	\$2.25	\$900.00	\$1.30	\$520.00
75	CLASS 2 AGGREGATE BASE (NORTH STATE STREET)	200	CY	\$60.00	\$12,000.00	\$118.00	\$23,600.00	\$73.00	\$14,600.00
76	5 INCH ASPHALT CONCRETE PAVEMENT (NORTH STATE STREET)	608	TN	\$120.00	\$72,960.00	\$125.00	\$76,000.00	\$135.00	\$82,080.00
77	GRIND EXISTING ASPHALT (LOW GAP ROAD)	5128	SF	\$0.60	\$3,076.80	\$2.65	\$13,589.20	\$0.75	\$3,846.00
78	2 INCH/4 INCH ASPHALT CONCRETE OVERLAY (LOW GAP ROAD)	96	TN	\$120.00	\$11,520.00	\$152.00	\$14,592.00	\$140.00	\$13,440.00
79	ADJUST MANHOLE RIMS, VALVES BOXES, AND UTILITY VAULTS TO GRADE	1	LS	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00
80	PROVIDE AND INSTALL A NEW TRAFFIC RATED UTILITY VAULT FRAME AND LID IN EXISTING ELECTRICAL UTILITY VAULT IN BRUSH STREET	1	LS	\$3,750.00	\$3,750.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
81	PLACE CENTERLINE DOUBLE YELLOW STRIPING	650	LF	\$2.00	\$1,300.00	\$3.45	\$2,242.50	\$2.00	\$1,300.00
82	PLACE LANE BUTTONS AND REFLECTORS	440	LF	\$1.00	\$440.00	\$1.10	\$484.00	\$1.00	\$440.00
83	PLACE WHITE LEFT TURN STRIPING	295	LF	\$2.00	\$590.00	\$2.00	\$590.00	\$2.00	\$590.00
84	PLACE YELLOW CROSS WALK STRIPING	1	LS	\$4,200.00	\$4,200.00	\$1,600.00	\$1,600.00	\$4,200.00	\$4,200.00
85	PLACE MISCELLANEOUS LANE ARROW STRIPING	1	LS	\$1,300.00	\$1,300.00	\$670.00	\$670.00	\$1,300.00	\$1,300.00
86	PLACE WHITE 12 INCH STOP BAR	1	LS	\$670.00	\$670.00	\$990.00	\$990.00	\$670.00	\$670.00
87	REMOVE AND RELOCATE EXISTING STREET SIGN POLES	2	EA	\$800.00	\$1,600.00	\$990.00	\$1,980.00	\$400.00	\$800.00
88	PUBLIC NOTICING OF TRAFFIC CONTROL BY CONTRACTOR	1	LS	\$4,000.00					

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CONTRACT DOCUMENTS & SPECIAL PROVISIONS

FOR

**NORTH STATE STREET INTERSECTION – LOW GAP ROAD/BRUSH
STREET, STORM DRAIN & SIGNALIZATION IMPROVEMENTS**

SPECIFICATION NO. 17-02

City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, California 95482-5400

**Bids Open: Tuesday, July 25, 2017
 2:00 p.m.
 Office of City Clerk**

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JIM BROWN –MAYOR

KEVIN DOBLE – VICE MAYOR

MAUREEN MULHEREN – COUNCIL MEMBER

STEVE SCALMANINI – COUNCIL MEMBER

DOUGLAS CRANE – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

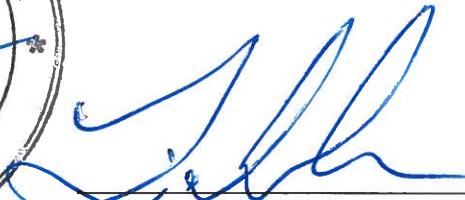
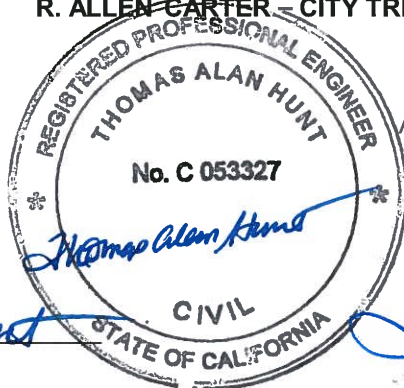
~~R. ALLEN CARTER~~ – CITY TREASURER

Prepared By:

Approved By:



Thomas A. Hunt, P.E.
SHN Consulting Engineers & Geologists



Tim Eriksen, P.E.
Director of Public Works / City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
June 2017

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**CITY OF UKIAH, MENDOCINO COUNTY,
CALIFORNIA
NOTICE TO BIDDERS FOR
NORTH STATE STREET INTERSECTION-LOW GAP ROAD/BRUSH STREET,
STORM DRAIN, AND SIGNALIZATION IMPROVEMENTS
SPECIFICATION NO. 17-02**

NOTICE IS HEREBY GIVEN that sealed standard proposals for **NORTH STATE STREET INTERSECTION-LOW GAP ROAD/BRUSH STREET, STORM DRAIN, AND SIGNALIZATION IMPROVEMENTS** will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until **2:00 p.m. on Tuesday, July 25, 2017** at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "**NORTH STATE STREET INTERSECTION-LOW GAP ROAD/BRUSH STREET, STORM DRAIN, AND SIGNALIZATION IMPROVEMENTS.**" Bids are required for the entire work described herein. No fax bids will be accepted.

**ENGINEER'S ESTIMATE OF
QUANTITIES**

**North State Street Intersection – Low Gap Road/Brush Street, Storm Drain & Signalization
Improvements**

Bid Item No.	Approx. Quantity	Bid Item Description	Unit of Measurement
1	1	Mobilization/Demobilization	Lump Sum
2	1	Traffic Control	Lump Sum
3	1	Demolition and Removal of Existing Curb Returns, Sidewalk, Misc. Improvements.	Lump Sum
4	1	Clearing Grubbing of Vegetation	Lump Sum
5	1	Abandonment of Existing Storm Drain Piping	Lump Sum
6(F)	1	Removal of Existing Storm Drain Structures	Lump Sum
7(F)	63	NW Curb Return- Curb & Gutter	Lineal Feet
8(F)	672	NW Curb Return - Sidewalk & ADA Ramp	Square Foot
9(F)	47	NW Curb Return - Vertical Curb	Lineal Feet
10(F)	46	NW Corner - Class 2 Aggregate Base	Cubic Yard
11(F)	26	NW Corner - Asphalt Concrete	Ton
12(F)	129	NE Curb Return- Curb & Gutter	Lineal Foot

13(F)	711	NE Curb Return - Curb Return, ADA Ramp, & Sidewalk	Square Foot
14(F)	175	NE Corner - Commercial Driveway	Square Foot
15(F)	43	NE Corner - Class 2 Aggregate Base	Cubic Yard
16(F)	24	NE Corner - Asphalt Concrete	Ton
17(F)	63	SE Curb Return- Curb & Gutter	Lineal Foot
18(F)	479	SE Curb Return - Sidewalk & ADA Ramp	Square Foot
19(F)	58	SE Curb Return - Retaining Wall & Guardrail	Lineal Foot
20(F)	58	SE Corner - Class 2 Aggregate Base	Cubic Yard
21(F)	33	SE Corner - Asphalt Concrete	Ton
22(F)	37	SW Curb Return-Curb & Gutter	Lineal Foot
23(F)	190	SW Curb Return-ADA Ramp, Sidewalk	Square Foot
24(F)	5	SW Corner - Class 2 Aggregate Base	Cubic Yard
25(F)	3	SW Corner - Asphalt Concrete	Ton
26	1	Maintain temporary traffic signal operation during construction	Lump Sum
27	15	Storm Drain – 12 inch HDPE connect to existing Drain Inlet	Lineal Foot
28	27	Storm Drain - 18 inch HDPE	Lineal Foot
29	70	Storm Drain - 18 inch HDPE	Lineal Foot
30	300	Storm Drain - 24 inch HDPE (Sta 1+00 to 4+00)	Lineal Foot
31	190	Storm Drain - 24 inch HDPE (Sta 4+00 to 5+87)	Lineal Foot
32	1	Storm Drain Inlet #1 - Model 4A	Lump Sum
33	1	Storm Drain Junction Box #2 - Model JB2424	Lump Sum
34	1	Storm Drain Inlet #3 - Model 4A	Lump Sum
35	1	Storm Drain Inlet #4 - Model 4AC	Lump Sum
36	1	Storm Drain Inlet #5 - Model 4AC	Lump Sum

37	1	Storm Drain Inlet #6 - Model 4AC	Lump Sum
38	1	Storm Drain Junction Box #7 -Model JB3636	Lump Sum
39	1	Storm Drain Junction Box #8 -Model JB3636	Lump Sum
40	1	Storm Drain Junction Box #9 -Model JB3636	Lump Sum
41	1	Storm Drain Inlet #10 - Model JB1818 w/grate & 12 inch HDPE connection to existing Curb Inlet	Lump Sum
42	1	Removal of Existing Traffic Signal Boxes and abandon electric conduit as needed	Lump Sum
43	1	Install new Traffic Signal Pull Boxes per plan, adjust existing boxes to grade	Lump Sum
44	1	Install new Traffic Signal Electric Conduit	Lump Sum
45	1	Install new Traffic Signal Wiring and Signal Control Wiring per Specifications as needed	Lump Sum
46	1	Remove existing Traffic Signal poles per plan	Lump Sum
47	2	Install new Footing for Traffic Signal Pole w/ mast arm per detail	Each
48	4	Provide and install Footing and new Traffic Signal Pole w/o mast arm per plan with pedestrian signal heads	Each
49	1	Provide and install new Traffic Signal Pole w/ Mast Arm at the NE corner per plan	Each
50	1	Provide and install new Traffic Signal Pole w/ Mast Arm at the SE corner per plan with pedestrian signal head	Each
51	4	Provide and install new Traffic Signal Light modules (STANDARD) per plan	Each
52	8	Provide and install new Traffic Signal Light modules (LEFT TURN ARROW) per plan	Each
53	1	Provide new pedestrian cross walk button poles including footing	Lump Sum
54	1	Provide and Install Grid Smart Camera on Mast Arm & Control System in Existing Traffic Signal Cabinet	Lump Sum
55	1	Test new Traffic Signal System	Lump Sum
56	1	Construct Footing for Quest Mart Sign, relocate sign,& connect to existing electrical pull box	Lump Sum
57	1	Brush St. - South Side Frontage Excavation and Grading	Lump Sum
58	308	Brush St- Curb & Gutter	Lineal Foot
59	1,380	Brush St.- Sidewalk	Square Foot

60	340	Brush St.- Commercial Driveways (south side)	Square Foot
61	146	Brush St. - Retaining Wall	Lineal Foot
62	260	Brush St. – 6 foot Chain Link Fence on Retaining Wall	Lineal Foot
63	1	Brush St. - Pier Foundation for residence	Lump Sum
64	3	Brush St.- Sewer Lateral	Each
65	2	Brush St. - Water Service (City of Ukiah Tap)	Each
66	2	Brush St. - Gas Service (PG&E)	Each
67	14,540	Removal of Existing Structural Section of Brush Street and Prepare Subgrade	Square Foot
68	1,616	Provide and place Mirafi 600X Geotextile under new Structural Section (Brush Street)	Square Yard
69	539	Class 2 Aggregate Base (Brush Street)	Cubic Yard
70	455	5 inch Asphalt Concrete Pavement (Brush Street)	Ton
71	175	Install 6 inch AC Berm on North Side of Brush Street from end of sidewalk to drain inlet	Lineal Foot
72	3,600	Removal of Existing Shoulder Structural Section on North State Street and prepare Subgrade	Square Foot
73	19,440	Grind Existing Asphalt (North State Street)	Square Foot
74	400	Provide and place Mirafi 600X Geotextile under new Structural Section (North State Street)	Square Yard
75	200	Class 2 Aggregate Base (North State Street)	Cubic Yard
76	608	5 inch Asphalt Concrete Pavement (North State Street)	Ton
77	5,128	Grind Existing Asphalt (Low Gap Road)	Square Foot
78	96	2 inch/4 inch Asphalt Concrete Overlay (Low Gap Road)	Ton
79	1	Adjust Manhole Rims, Valves Boxes, and Utility Vaults to grade	Lump Sum
80	1	Provide and Install a new traffic rated Utility Vault Frame and Lid in existing Electrical Utility Vault in Brush Street	Lump Sum
81	650	Place Centerline Double Yellow Striping	Lineal Foot
82	440	Place Lane Buttons and Reflectors	Lineal Foot
83	295	Place White Left Turn Striping	Lineal Foot
84	1	Place Yellow Cross Walk Striping	Lump Sum
85	1	Place Miscellaneous Lane Arrow Striping	Lump Sum
86	1	Place White 12 inch STOP BAR	Lump Sum
87	2	Remove and Relocate Existing Street Sign poles	Each

88	1	Public Noticing of Traffic Control by Contractor	Lump Sum
89	635	Install Recycled Water Main purple C900 PVC	Lineal Foot

Bid Alternate

1a	1	Additional Cost to perform all work during night hours	Lump Sum
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Plans and Special Provisions may be inspected and/or copies obtained **for a non refundable fee of \$115.00**. Plans and Special Provisions may also be download at no charge from the City's website at www.cityofukiah.com. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, California 95482-5400. 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 responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2016) 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to Section 4590 of the California Government Code, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: 6/18/17 
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH THREE TIMES: June 11, June 18, and June 25, 2017

INSTRUCTIONS TO BIDDERS

North State Street/Low Gap Road Intersection –Low Gap Road/Brush Street, Storm Drain, & Signalization Improvements 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.

This work is to be completed within eighty (80) working 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

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

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. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

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.

Bidder Inquiries and Questions

Inquires and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed in within the City of Ukiah. Project is located at the intersection of North State Street and Low Gap Road/Brush Street.

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 form 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

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

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

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

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-05 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract in accordance with Public Contract Code Section 20103.8 and other applicable law to the responsible bidder submitting a responsive bid with the lowest bid on the base bid contract without consideration of the prices for additive alternate or deductive items. The City reserves the right to accept any portion of the bid, unless the bid package expressly provides that the award will be made as a whole. 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 judgment of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

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

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

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

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

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

City based on this contract.

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

Provisions. Contractor's attention is directed to Section 12-05 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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 coverage 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 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 insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage 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 or another agreed upon location 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 property corner monuments, 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 NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

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

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

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

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands. Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

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

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

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. 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 therefor carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one 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.

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of affected commercial businesses within 1000 feet of the construction zone. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, Ukiah high school, the junior high school, and Frank Zeek elementary school that access off Low Gap Road will be effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from Orchard Avenue to Brush Street will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to public noticing. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted. The contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

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 requires 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. The City shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed construction staking surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction. Placement of additional construction staking points lost due to the Contractor's methods of work shall be paid for by the Contractor.

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 \$25,000, whichever is the lesser, unless based upon a supplementary agreement to be made therefore.

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

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

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

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

consider necessary and adequate.

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

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

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

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent 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 directed as a regular procedure by the Engineer as established in the bidding process and the special provisions. Night work 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. The hours of night work shall start after 8:00 pm and stop before 6:00am.

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

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

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

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

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

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3)

approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as 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

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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. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent

by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. 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.

Except as otherwise expressly provided by law, 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. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. 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 performing improvements to the curb returns and sidewalks on all corners of the intersection, construct new storm drain structures and pipe, install a recycled water main through the project area, relocate and improve the traffic signalization to add left arrows in all four directions and to add video camera signal control, and perform street section rehabilitation of Brush Street and overlay improvements to the remainder of the intersection.

General location of the work is North State Street with the intersection of Low Gap Road and Brush Street.

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 Mary Horger at (707) 463-6233.

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	Special Provisions
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. The Plans consist of twenty six (26) sheets numbered 1 through 26 and they are hereby made a part of the Contract Documents.

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 obtain and pay for all permits required to complete this work except the required encroachment permit. The Contractor shall obtain an encroachment permit from the Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015 unless otherwise noted, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans."

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

Department or Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer.

Engineer - The Engineer, designated by the Director of Public Works, 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 (Technical Specifications)
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 and 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 installation and removal of the Contractor's temporary facilities.

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 through the work.

The Contractor shall post notice(s) at the job site a minimum of 72 hours in advance of working at the site, indicating the date and times that street parking will be prohibited. This notice shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the project site and on each side of the affected street. The Contractor shall also provide and place door hangers at all houses and businesses adjacent to work area. The door hanger notification shall be in writing and it shall be submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification. Full cost for "Public Convenience and Safety" shall be considered as included in the various items of work and no additional compensation will be made.

12-09 Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," Section 12-3.11, "Construction Area Signs," Section 12-3.33, "Temporary Signal Systems," Section 12-4, "Maintaining Traffic," and Section 12-6, "Temporary Pavement Delineation" 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 Traffic Control item of work and no additional compensation will be made.

Street Closures shall conform to the provisions in the section of these Special Provisions entitled "Traffic Control System for Street Closure."

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 p.m. Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 30th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 12-3.01A, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

Payment. Full costs for "Maintaining Traffic", including "Flagging Costs" shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12-10. Traffic Control System for Street Closure. A traffic control system shall consist of closing streets in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12-3, "Construction Area Traffic Control Devices," of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor of their responsibilities that may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of-Way.

The contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction
- Street layout, with street names and direction of flow
- Location and types of construction area signs (including pedestrian notification)
- Locations of barriers or other traffic control devices
- Location of flaggers
- A contingency plan for how to handle emergency vehicles

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

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If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When street closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at select central locations, approved by the Engineer, within the limits of the street right-of-way.

Payment. The contract lump sum price paid for traffic control shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining and moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

12-11. Stream Pollution. The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, 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.

The Contractor's attention is also directed to Section 13, "Water Pollution Control," of the Standard Specifications and to the Construction Details Section concerning the requirement for submittal to the Engineer for approval a written program for the control of pollution to adjacent drainage courses during the construction of the project. Said written program shall include the erosion control provisions required by Section 13-6, "Temporary Sediment Control", of these Construction Details."

12-12. 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. The Contractor shall replace promptly and at his own expense any materials and/or workmanship that are faulty or defective during this warranty period.

12-13. Utilities. The owner will not arrange water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

12-14. Dust Control. Dust control shall conform to the provisions of Section 10-5 of the Standard Specifications. Full compensation for dust control shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. This includes the application of water for the purpose of controlling dust caused by public traffic within the project area. The Contractor may at his option use dust palliative in accordance with the provisions of Section 18, "Dust Palliative" of the Standard Specifications except that the full compensation for applying dust palliative shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to the apartment complexes shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved or shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes. Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-15. Noise Control. The Contractor's attention is directed to the provisions of Section 14-8.02, "Noise Control Requirements", of the Standard Specifications and Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-16. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 10-6, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Works Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at the City of Ukiah, 300 Seminary Avenue, phone (707) 463-6228.

12-17. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, 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.

12-18. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02B, "Schedule Format," of the Standard Specifications.

12-19. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

12.20. Final Pay Quantities.

Section 9-1.02C, "Final Pay Quantities," of the Standard Specifications is amended to read:

9-1.02C Final Pay Items

When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Payment." If a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the item shown on the Plans, payment will be based on the quantity shown in the Engineer's Estimate.

Final pay quantity designations shown on the Plans shall not apply.

SECTION 13 – SPECIAL PROVISIONS

13-01. Location and Scope of Work.

Project Location:

The project is located at the intersection of North State Street with Low Gap Road and Brush Street in the City of Ukiah.

The Scope of Work involves:

The removal and abandonment of the existing storm drain inlets, structures, and storm drain piping and installation of new drain inlet structures and storm drain piping as shown on the plans. Remove and reconstruct existing curb returns to new radii and grades, together with new sidewalk, driveways sections, ADA curb ramps, and new roadway section adjacent to the new curb and gutter as shown on the plans. Construct footing and relocated existing commercial sign. Remove and relocate existing traffic signal infrastructure effected by the new sidewalk construction, and install new traffic signal poles and light modules and shown on the plans, together with a video camera system, relocation or replacement of conduit, new pull boxes, and electrical wiring as needed, including maintaining a temporary traffic control system and testing of the new traffic signalization. Construct a new 12 inch diameter recycled water main through the project area per the plans. Construct new sewer, water, and gas services to the parcel on the south side of Brush Street. Construction frontage improvements consisting of sidewalk and retaining walls on the south side of Brush Street, not including the curb return. The removal of the remaining existing structural section of Brush Street not including the shoulder improvements adjacent to the sidewalk, install new structural section per the plan detail, remove and reconstruct the shoulders along North State Street north of the intersection, grind the existing asphalt within North State Street north of the intersection and overlay, grind existing asphalt and overlay Low Gap Road as delineated on the plans.

The Contractor should familiarize himself with the local conditions of the project site. Failure to do so will in no way relieve him or her of the responsibility for performing any of the work or operations required as a part of this contract.

13-02. Existing Highway Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the Standard Specifications and these Special Provisions.

All existing highway facilities and structures to be removed shall be disposed of at locations outside the highway right-of-way.

Payment Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-03. Preservation of Property. The contractor shall conform to the provisions of Section 5-1.36, "Preservation of Property" of the Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Payment Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-04. Watering. Developing water supply and applying shall conform to the provisions in Section 10-6 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

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Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. Utility Boxes. Utility Boxes which include but are not limited to manholes, valve boxes, sewer cleanouts and street monument boxes are listed on the Plans for information purposes only. Contractor shall take special care when working around existing utility boxes. Utility boxes shall be replaced by the Contractor if damaged due to negligence.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-06. Surplus Material. All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of way.

13-07. Mobilization. Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization", of the California Standard Specifications.

Mobilization shall include the obtaining of all permits, moving onto the site of all equipment, temporary Buildings, if needed, and other construction facilities as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Moving onto the site of all Contractors' equipment required for operations.
4. Installing temporary construction water supply, power, wiring and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones, and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor's principal construction personnel.
10. Beginning work on the project or at the subject site as applicable, including submittal of required Construction Schedule to Engineer.

Payment: Mobilization will be measured and paid for as a lump sum which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in mobilization and specified herein.

13-08. Clearing and Grubbing. Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the California Standard Specifications. Concrete removal shall conform to applicable provisions of Section 15-1.03B, "Removing Concrete," of the California Standard Specifications and these Special Provisions. The Contractor's attention is directed to Section 5-1.36, "Preservation of Property" of the California Standard Specifications. All concrete which is to be removed from sidewalk, curb, gutter, and gutter pan, shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on plans. Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance

will be made for the removal of such steel. Saw-cut: Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 2 inches in sidewalks to full depth in concrete roadway slabs with a power driven saw before the concrete or asphalt concrete is removed. All saw-cutting operations shall be "wet" for dust control purposes. Full compensation for concrete saw cutting, removal and disposal will be considered as included in the prices paid for various contract items of work, which prices shall include full compensation for furnishing all labor. Materials, tools and equipment and doing all work involved in concrete saw cutting and removal of sidewalk, curb & gutter, as specified herein, and as directed by the Engineer and no additional allowance will be made therefor. All improvements which are not planned to be removed as part of this work, but are damaged or destroyed by reason of the Contractor's operations shall be replaced in kind or restored to a condition as good as when the Contractor encountered the work at the Contractor's expense. The Contractor shall dispose of all debris off site and in a legal manner.

Payment: Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

13-09. Aggregate Base. Aggregate base shall be Class 2, ¾" maximum gradation, conforming to the provisions in Section 26, "Aggregate Bases," of the California Standard Specifications. Aggregate base shall be moisture condition, placed, graded, and compacted to the grade or limits shown on the plans.

Quality Requirements: The minimum sand equivalent shall be 31 for any individual test.

Payment: Full compensation for aggregate base shall be considered as included in the prices paid for aggregate base or various contract items of work and no additional allowance will be made therefore.

13-10. Asphalt Concrete Trench Paving. Asphalt concrete and the placing thereof shall conform to the requirements of Section 39, "Asphalt Concrete," of the California Standard Specifications, and these Special Provisions.

Asphalts: Temporary paving on all trenches shall be cold mix asphalt concrete installed a minimum 2" thickness placed each day over the work. The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of paving. A different asphalt binder content may be specified for each lift and each location. General Requirements: The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving will be placed over the work, each day, leaving no more than 25 feet unpaved. This temporary paving shall be removed for final trench paving. The balance of the trench shall be covered with skid resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing, and shall be secured per Caltrans requirements. Cold Mix asphalt concrete shall be placed and compacted around all edges of steel plates with a sufficient width and gradual slope in order to provide a smooth transition to existing pavement. Finished asphalt trench' paving shall be even, smooth riding and have an appearance that is compatible to the surrounding surface, unless proper written approval has been provided by the Engineer. The Engineer may require additional paving beyond the minimum dimensions shown in STD. 220 (36" beyond the trench wall), or as shown on the plans, where records indicate that the existing pavement or structural section is as shown on the plans. Asphalt concrete used for temporary trench paving shall be removed and disposed of in an approval location for recycling.

Payment: Full compensation for furnishing and installing temporary and permanent trench paving asphalt shall be considered as included in the prices paid for the various contract items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in placing finished roadway surface, and permanent trench paving, including but not limited to: saw cutting, tack coat, compaction and any other work required for finish roadway surface and permanent trench paving no additional allowance will be made therefor.

13-11. Asphalt Concrete Roadway Paving. Asphalt concrete and the placing thereof shall conform to the requirements of Section 39, "Asphalt Concrete," of the California Standard Specifications, and these Special Provisions.

Asphalts: Paving of roadways shall be hot mix asphalt concrete per Section 39-2.01A(3)(b) Job Mix Formula of the California Standard Specifications, and these Special Provisions.

Per Section 39-2.01A(3)(b)(i) General

Except for the HMA to be used in miscellaneous areas and dikes, submit your proposed JMF for each type of HMA to be used. The JMF must be submitted on the Contractor Job Mix Formula Proposal form along with:

1. Mix design documentation on Contractor Hot Mix Asphalt Design Data form dated within 12 months of submittal
2. JMF verification on a Caltrans Hot Mix Asphalt Verification form, if applicable
3. JMF renewal on a Caltrans Job Mix Formula Renewal form, if applicable
4. SDS for:
 - 4.1. Asphalt binder
 - 4.2. Supplemental fine aggregate except fines from dust collectors
 - 4.3. Antistrip additives

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

If you cannot submit a Department-verified JMF on a Caltrans Hot Mix Asphalt Verification form dated within 12 months before HMA production, the Engineer verifies the JMF.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than ± 0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid anti-strip producer or dosage
6. Average binder content in a new processed RAP stockpile by more than ± 2.00 percent from the average RAP binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
7. Average maximum specific gravity in a new processed RAP stockpile by more than ± 0.060 from the average maximum specific gravity value reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
8. Any material in the JMF

Allow the Engineer 5 business days from a complete JMF submittal for document review of the aggregate qualities, mix design, and JMF. The Engineer notifies you if the proposed JMF submittal is accepted.

If your JMF fails verification testing, submit an adjusted JMF based on your testing. The adjusted JMF must include a new Contractor Job Mix Formula Proposal form, Contractor Hot Mix Asphalt Design Data form, and the results of the failed verification testing.

You may submit an adjusted aggregate gradation TV on a Contractor Job Mix Formula Proposal form before verification testing. Aggregate gradation TV must be within the TV limits specified.

Section 39-2.01A(3)(b)(ii) Job Mix Formula Renewal

You may request a JMF renewal by submitting:

1. Proposed JMF on a Contractor Job Mix Formula Proposal form
2. Previously verified JMF documented on a Caltrans Hot Mix Asphalt Verification form dated within 12 months
3. Mix design documentation on a Contractor Hot Mix Asphalt Design Data form used for the previously verified JMF

Section 39-2.01A(3)(b)(iii) Job Mix Formula Modification

For an authorized JMF, submit a modified JMF if you change any of the following:

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1. Asphalt binder supplier
2. Liquid antistrip producer
3. Liquid antistrip dosage

You may change any of the above items only once during the Contract.

Submit your modified JMF request at least 15 days before production. Each modified JMF submittal must include:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form, marked *Modified*.
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the authorized JMF to be modified.
3. JMF verification on Hot Mix Asphalt Verification form for the authorized JMF to be modified.
4. Test results for the modified JMF in compliance with the mix design specifications. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 10 days of receiving all verification samples.

Section 39-2.01A(3)(c) Quality Control Plan

With your proposed JMF submittal, submit a QC plan for HMA.

The QC plan must describe the organization and procedures for:

1. Controlling HMA quality characteristics
2. Taking samples, including sampling locations
3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed
5. Implementing corrective actions
6. Using methods and materials for backfilling core locations

The QC plan must address the elements affecting HMA quality, including:

1. Aggregates
2. Asphalt binder
3. Additives
4. Production
5. Paving

The QC plan must include aggregate QC sampling and testing during lime treatment.

Allow 5 business days for review of the QC plan.

If you change QC procedures, personnel, or sample testing locations, submit a QC plan supplement before implementing the proposed change. Allow 3 business days for review of the QC plan supplement.

Section 39-2.01A(3)(d) Test Results

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results to the Engineer .

Submit all QC test results, except AASHTO T 283 and AASHTO T 324 (Modified), within 3 business days of a request. Submit AASHTO T 283 QC tests within 15 days of sampling.

For tests performed under AASHTO T 324 (Modified), submit test data and 1 tested sample set within 5 business days of sampling.

If coarse and fine durability index tests are required, submit test results within 2 business days of testing.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

Section 39-2.01A(4) Quality Assurance:

Section 39-2.01A(4)(a) General

AASHTO T 324 (Modified) is AASHTO T 324 with the following parameters:

1. Target air voids must equal 7.0 ± 1.0 percent
2. Specimen height must be 60 ± 1 mm
3. Number of test specimens must be 4 to run 2 tests.
4. Do not average the 2 test results.
5. Test specimen must be a 150 mm gyratory compacted specimen.
6. Test temperature must be set at:
 - 6.1. 113 ± 2 degrees F for PG 58
 - 6.2. 122 ± 2 degrees F for PG 64
 - 6.3. 131 ± 2 degrees F for PG 70 and above
7. Measurements for impression must be taken at every 100 passes along the total length of the sample.
8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
9. Testing shut off must be set at 25,000 passes.
10. Submersion time for samples must not exceed 4 hours.

Take samples under California Test 125.

Section 39-2.01A(4)(f)(ii) Hot Mix Asphalt Plants

Before production, the HMA plant must have a current qualification under the Department's Material Plant Quality Program.

Section 39-2.01A(4)(h) Quality Control

Section 39-2.01A(4)(h)(i) General

QC test results must comply with the specifications for Department acceptance.

Prepare 3 briquettes for air voids content and voids in mineral aggregate determination. Report the average of 3 tests.

Except for smoothness, if 2 consecutive QC test results or any 3 QC test results for 1 day's production do not comply with the materials specifications:

1. Stop HMA production
2. Notify the Engineer
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27, results are considered 1 QC test regardless of number of sieves out of compliance.

Do not resume production and placement until the Engineer authorizes your corrective action proposal.

Section 39-2.01A(4)(h)(vi) Hot Mix Asphalt Density

During HMA placement determine HMA density using a nuclear gauge. On the 1st day of production, develop a correlation factor between cores and nuclear gauge under California Test 375.

Test for in-place density using cores and a nuclear gauge. Test at random locations you select and include the test results in your QC production tests reports.

Section 39-2.01A(4)(h)(ix) Pavement Smoothness

For HMA pavement within 3 feet from and parallel to the construction joint formed between curbs, gutters, or existing pavement, test pavement smoothness using a 12-foot straightedge.

Section 39-2.01A(4)(i)(ii) In-Place Density

Except for HMA pavement placed using method compaction, the Engineer tests the density core you take from each 250 tons of HMA. The Engineer determines the percent of theoretical maximum density for each density

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core by determining the density core's density and dividing by the theoretical maximum density.

Density cores must be taken from the final layer, cored through the entire pavement thickness shown. Where OGFC is required, take the density cores before placing OGFC.

If the percent of theoretical maximum density does not comply with the specifications, the Engineer may accept the HMA and take a payment deduction as shown in the following table:

Reduced Payment Factors for Percent of Maximum Theoretical Density			
HMA percent of maximum theoretical density	Reduced payment factor	HMA percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
<89.0	Remove and replace	>99.0	Remove and replace

Section 39-2.01B(3) Asphalt Binder

Asphalt binder must comply with section 92.

For a leveling course, the grade of asphalt binder for the HMA must be PG 64-16.

39-2.01B(11) Miscellaneous Areas and Dikes

For miscellaneous areas and dikes:

1. Choose either the 3/8-inch or 1/2-inch aggregate gradation for Type A HMA.
2. Minimum asphalt binder content must be 6.40 percent for 3/8-inch aggregate and 5.70 percent for 1/2-inch aggregate. You may reduce the minimum asphalt binder content if authorized.
3. Choose asphalt binder Grade PG 64-10, PG 64-16 or PG 70-10.

For HMA used in miscellaneous areas and dikes, Sections 39-2.01A(3), 39-2.01A(4), 39-2.01B(2), 39-2.01B(4)(c), and 39-2.01B(5)–(10) do not apply.

Section 39-2.01C Construction

Section 39-2.01C(1) General

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

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1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 130 degrees F for HMA with WMA technology

Section 39-2.01C(2) Spreading and Compacting Equipment

Section 39-2.01C(2)(a) General

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

Section 39-2.01C(2)(b) Material Transfer Vehicle

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent

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stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Section 39-2.01C(2)(c) Method Compaction Equipment

For method compaction, each paver spreading HMA must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating-type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Section 39-2.01C(3) Surface Preparation

Section 39-2.01C(3)(a) General

Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

Section 39-2.01C(3)(f) Tack Coat

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Equipment for the application of tack coat must comply with section 37-1.03B.

Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

HMA over:	Tack Coat Application Rates for HMA		
	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

Type A Hot Mix Asphalt Production shall be consistent with Section 39-2.02A(4)(b)(ix) of the Standard Specifications.

Design specifications for Type A Hot Mix Asphalt Mix shall conform to Section 39-2.02B(2) of the Standard Specifications, and Asphalt Aggregates shall comply with Section 39.2.02B(4) of the Standard Specifications.

Construction methods for Type A Hot Mix Asphalt Mix shall be per Section 39-2.02C of the Standard Specifications unless otherwise directed by the Engineer.

Payment: Full compensation for furnishing Asphalt Dike and Type A HMA shall be considered as included in the unit prices paid or the contract items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in placing finished roadway surface, including but not limited to: providing HMA, tack coat, performing compaction, and any other work required for finish roadway surface and permanent trench paving no additional allowance will be made therefor.

13-12. Curb, Gutter, and Sidewalk. Portland cement concrete curb, gutter and sidewalk, shall be constructed in conformance to the standard details and details shown on plans and at the locations shown on the plans and in accordance with the applicable provisions of the City Construction Specifications and these special provisions. Contractor shall be responsible for replacing all Portland cement concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

The work shall be constructed of minor concrete conforming to the provisions in the Standard Specifications Section 90-2, "Minor Concrete," except as follows:

The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than 3/8 inch. The cement content of the minor concrete shall not be less than 463 pounds per cubic yard, except that when extruded or slip-

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formed curbs are constructed using 3/8 inch maximum size aggregate, the cement content shall be not less than 548 pounds per cubic yard. All concrete which is to be removed from curb and gutter areas shall be removed to the nearest construction joint or as directed by the Engineer. Said joint shall be saw-cut to eliminate any defects. All concrete which is to be removed from sidewalks shall be removed to the nearest transverse score mark across the full width of the sidewalk or construction joint as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Saw-cutting may be required to achieve this effect. All soft or spongy material shall be removed and replaced with suitable material as required by the Engineer. Concrete curb, gutter, and sidewalk shall be cured in accordance with the requirements of Section 90-1.03 "Curing Concrete," of the California Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer. All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer." Cement mortar will not be an acceptable substitute for sandblasting. Full compensation for constructing and installing curb ramp detectable warning surfaces shall be considered as included in the contract price paid per each for pedestrian ramps and no separate payment will be made therefore.

Payment: Full compensation for removing and constructing new curb, gutter and sidewalk shall be considered as included in the prices paid for the curb and gutter, and sidewalk and no additional allowance will be made therefor.

13-13. Trench Shoring and Bracing. Trench shoring and bracing shall conform to the provisions in Section 7-1.02, "Excavation Safety Plans," of the California Standard Specifications and these Special Provisions. Trench sheeting and boxing shall be withdrawn in such a manner as to prevent caving at the walls of excavations or damage to piping, or other structures. Except as may be hereinafter modified, no sheeting shall be left in the trench and no backfill shall be made against the sheeting before it is removed. And sheeting ending below the invert of the pipe shall be left in place by cutting off in a manner satisfactory to the Engineer. The Contractor shall obtain any necessary permits from the State of California, Division of Industrial Safety. The Contractor shall pay all costs in connection with said permits and proof of such permits shall be submitted to the Engineer prior to commencing the trench work.

Payment: Trench Shoring and Bracing shall be paid for in the unit price for Storm Drain, and include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in shoring and bracing for water, sewer and storm drain as specified in these Special Provisions and shall include the removal and disposal of all material required to accomplish the work. The adjustment provisions in Section 4-1.05, "Changes," of the California Standard Specifications, shall not apply to trench shoring and bracing. Adjustments in compensation for trench shoring and bracing will be made only for increased or decreased trench shoring and bracing required by changes ordered by the Engineer, and will be made on the basis of the cost of the increased or decreased trench shoring and bracing necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account Payment," of the California Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

13-14. Soil and Groundwater Disposal.

13-14 (A) General: Bidder's attention is directed to the fact that the proposed project is located in an area that contains no **known** subsurface petroleum hydrocarbon contamination. The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.) Upon the discovery of suspected contaminated material, the Contractor shall immediately provide 40 hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also a B-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with BCCR Section 5192.

13-14 (B) Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permit and license, as may be required.

13-14 (C) Water: Groundwater may be encountered during the course of excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall remove all water which accumulates in the excavation during the progress of work until the pipe or, other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times. Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment. If any odor, seen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating, and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trench water, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trench water. In general, the Contractor shall maintain a awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately, upon discovery. All excavated material from trenches shall be the property of the Contractor and shall be immediately removed. None of the excavation material shall be dumped, stockpiled or disposed of on the work site. Where excavation occurs within the drip line of any street tree the Contractor shall hand dig to protect tree roots as directed by the Engineer. Root pruning shall be done only when directed by the Engineer and shall be accomplished by use of sharp tools appropriate for the size of the root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. At no time shall roots be pulled on by excavating equipment. Construction Water: Construction water for the work under this contract will NOT be furnished by the City. The Contractor must obtain water according to these Special Provisions.

13-15. Portland Cement Concrete. All Portland cement concrete on this project shall be in accordance with Section 90, "Concrete," of the Amendments to July 2015 California Standard Specifications. All references to Class "A" concrete and Class "A" PCC in the City Standards and the City Specifications shall be changed to Class 2 concrete in accordance with Section 90, "Concrete," of the California Standard Specifications.

13-16. Material Recycling. The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense.

Payment. Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-17. Geotextiles. This work shall consist of providing and placing Geotextile material as per the Plans and in accordance with Section 96, "Geosynthetics" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. See the following specifications for site preparation and installation for Mirafi 600x geotextile material.

Specification for Geotextile Used in Separation Application

1. GENERAL

1.1 SECTION INCLUDES

- A. Geotextile to prevent mixing of a subgrade soil and an aggregate cover material (subbase, base, select embankment, etc.). The separation application is appropriate for pavement structures constructed over soils with a California Bearing Ratio (CBR) equal to or greater than 3 ($\text{CBR} \geq 3$) (shear strength greater than approximately 90 kPa). This specification also applies to situations other than beneath pavements where separation of two dissimilar materials is required but where water seepage through the geotextile is not a critical function.

1.3 REFERENCES

- A. AASHTO Standards
 - 1. T88 - Particle Size Analysis of Soils
 - 2. T90 - Determining the Plastic Limit and Plasticity Index of Soils
 - 3. T99 - The Moisture-Density Relations of Soils Using a 5.5lb (2.5 kg) Rammer and a 12in (305 mm) Drop.
 - 4. M288-06 - Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM):
- C. Federal Highway Administration (FHWA) - Geosynthetic Design and Construction Guidelines, Publication No. FHWA HI-95-038, May 1995.
- D. American Association for Laboratory Accreditation (A2LA)
- E. Geosynthetic Accreditation Institute (GAI) - Laboratory Accreditation Program (LAP).
- F. National Transportation Product Evaluation Program (NTPEP)
- G. International Standards Organization (ISO) – 9001:2008

1.4 DEFINITIONS

- A. Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported.

1.5 SUBMITTALS

- A. Submit the following:
 - 1. Certification: The contractor shall provide to the Engineer a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The Certification shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to bind the Manufacturer.
 - 2. Quality Standards: The contractor shall provide to the Engineer the Manufacturer's Quality Control Plan along with their current A2LA, GAI-LAP, and ISO 9001:2008 certificates.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:

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1. The geotextile Manufacturer shall have all of the following credentials:
 - a. Geosynthetic Accreditation Institute (GAI)- Laboratory Accreditation Program (LAP)
 - b. American Association for Laboratory Accreditation (A2LA)
 - a. ISO 9001:2008 Quality management System
 - B. The geotextile Manufacturer shall have a GAI-LAP and A2LA accredited laboratory at the location of production capable of performing the ASTM tests as outlined in the specification.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Geotextiles labeling, shipment, and storage shall follow ASTM D 4873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number.
 - B. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.
 - C. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property values of the geotextile.
2. PRODUCTS
- 2.1 MANUFACTURERS
- A. TenCate™ Geosynthetics Americas
 365 South Holland Drive
 Pendergrass, GA, USA 30567
 1-800-685-9990
 1-706-693-2226
 1-706-693-4400, fax
 www.mirafi.com
- 2.2 MATERIALS
- A. Geotextile:
 1. The geotextile shall be manufactured with fibers consisting of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins or polyesters. They shall form a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.
 2. The geotextile shall meet the requirements of Table 1. All numeric values in Table 1 except AOS represent MARV in the weakest principal direction. Values for AOS represent maximum average roll values.

TABLE 1 - SEPARATION GEOTEXTILE

Property	Test Method	Units	Elongation < 50%
Grab Tensile Strength	ASTM D4632	lbs (N)	315 (1402)
Tear Strength	ASTM D4533	lbs (N)	113 (503)
CBR Puncture Strength	ASTM D6241	lbs (N)	900 (4005)
Permittivity	ASTM D4491	sec ⁻¹	0.05
Apparent Opening Size	ASTM D4751	U.S. Sieve (mm)	40 (0.43 max)

Ultraviolet Stability (after 500 hrs)	ASTM D4355	%	70
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3. Approved geotextiles are as follows:

Elongation < 50%: Mirafi® 600X

2.3 QUALITY CONTROL

- A. Manufacturing Quality Control: Testing shall be performed at a laboratory accredited by GAI-LAP and A2LA for tests required for the geotextile, at frequency meeting or exceeding ASTM D4354.
- B. Geotextile properties, other than Ultraviolet Stability shall be tested by N TPEP to verify conformance with this specification.
- C. Manufacturer's certifications and testing of quality assurance samples obtained using Procedure B of ASTM D4354. A lot size for conformance or quality assurance sampling shall be considered to be the shipment quantity of the given product or a truckload of the given product, whichever is smaller.

3. EXECUTION

3.1 PREPARATION

- A. The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.

3.2 INSTALLATION

- A. The geotextile shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent geotextile rolls shall be overlapped, sewn or joined as required in the plans. Overlaps shall be in the direction as shown on the plans. See table below for overlap requirements.

Soil CBR	Method of Joining
Greater than 3	12 – 18 in (300 - 450 mm) overlap
1 - 3	24 – 40 in (600 - 1000 mm) overlap
0.5 - 1	40 in (1000 mm) overlap or sewn
Less than 0.5	Sewn
All roll ends	40 in (1000 mm) overlap or sewn

- B. On curves, the geotextile may be folded or cut to conform to the curves. The fold or overlap shall be in the direction of construction and held in place by pins, staples, or piles of fill or rock.
- C. Prior to covering, the geotextile shall be inspected by a certified inspector of the Engineer to ensure that the geotextile has not been damaged during installation. Damaged geotextiles, as identified by the Engineer, shall be repaired immediately. Cover the damaged area with a geotextile patch which extends an amount equal to the required overlap beyond the damaged area.
- D. The subbase shall be placed by end dumping onto the geotextile from the edge of the geotextile, or over previously placed subbase aggregate. Construction vehicles shall not be allowed directly on the geotextile. The subbase shall be placed such that at least the minimum specified lift thickness shall be between the geotextile and equipment tires or tracks at all times. Turning of vehicles shall not be permitted on the first lift above the geotextile.
- E. On subgrades having a CBR value of less than 1, the subbase aggregate should be spread in its full thickness as soon as possible after dumping to minimize the potential of localized subgrade failure due to overloading of the subgrade.
- F. Any ruts occurring during construction shall be filled with additional subbase material, and compacted to the specified density.

- G. If placement of the backfill material causes damage to the geotextile, the damaged area shall be repaired as previously described above. The placement procedure shall then be modified to eliminate further damage from taking place.

Measurement. Geotextiles will be measured by the square yard (or square meter - as indicated in contract documents) including seams, overlaps, and wastage per the installed area new finish roadway structural section.

Payment. The contract price paid per square yard for Geotextiles shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing geotextile material on the roadway subgrade.

13-18. Traffic Striping. This work shall consist of painting traffic striping including applying glass beads as per the Plans and in accordance with Section 84-2, "Traffic Stripes and Pavement Markings" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions.

Measurement. Painting traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe consisting of two 4-inch wide yellow stripes, separated by a 3-inch black stripe, will be measured as one traffic stripe.

Payment. The contract price paid per linear foot for Painted Traffic Stripes shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes.

13-19. Pavement Markings. Pavement markings which include crosswalks, STOP bars, "STOP" markings shall be painted and shall have glass beads applied as per the plans in accordance with Section 84-2, "Traffic Stripes and Pavement Markings" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing pavement markings prior to any slurry seal taking place on those streets that have pavement markings.

Measurement. Pavement Markings shall be measured as a lump sum.

Payment. The lump sum price paid for Pavement Markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, referencing the existing pavement markings and doing all the work involved in painting pavement markings as designated by the Plans, and no additional compensation will be allowed therefore.

13-20. Reflective Pavement Markers. White lane buttons and reflectors shall be placed to match the existing lane markings on State Street. Blue raised reflective pavement markers shall be placed on streets to mark fire hydrants. Blue reflective pavement markers shall be placed 6 inches from the centerline stripe, or approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All pavement markers shall conform to the provisions in Section 95 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 95-1.02E of the California Standard Specifications

Measurement. White buttons and reflectors will be measured per lineal foot. Placing blue reflective pavement markers will be measured as each.

Payment. The lineal foot price paid for Lane Buttons and Reflectors, together with the blue reflectors if needed within the work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-21. Storm Drainage Facilities. All Storm Drainage Pipe materials, and work shall conform to the provisions in Section 61 of the California Standard Specifications. Plastic Storm Drain pipe shall conform to the provisions in Section 64 of the California Standard Specifications.

Refer to following Sections of 64-2.02 MATERIALS of the Standard Specifications for Plastic Storm Drain piping:

Section 64-2.02A General of the Standard Specifications:

Plastic pipe must be Type C or Type S corrugated polyethylene pipe or corrugated PVC pipe with smooth interior.

The residue from the ignition of HDPE and PVC compounds must not exceed 30 percent as determined under ASTM D2584 except the muffle furnace temperature must be 840 ± 45 degrees F.

Pipes and fittings must be homogenous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semi-matte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooth and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell end of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The Department rejects pipes with cracked or split gaskets.

Protect pipes and fittings from damage when handling and installing.

Section 64-2.02B Backfill of the Standard Specifications:

Structure backfill material for plastic pipe must comply with section 19-3 except the gradation of structure backfill must comply with the following table:

Gradation of Structure Backfill for Plastic Pipe

Sieve size	Percentage passing
1-1/2"	100
No. 4	25–70
No. 50	5–20
No. 200	0–5

Controlled low-strength material and slurry cement backfill must comply with section 19-3.

Section 64-2.02C Corrugated Polyethylene Pipe of the Standard Specifications:

Corrugated polyethylene pipe must be 60 inches or less in nominal diameter.

Type C and Type S corrugated polyethylene pipe must be manufactured from HDPE virgin compounds and comply with AASHTO M 294.

HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings must comply with AASHTO M 294 except the mix must contain from 2 to 4 percent well-dispersed carbon black.

The corrugated polyethylene pipe manufacturer must:

1. Participate in the National Transportation Product Evaluation Program for each plant supplying corrugated polyethylene pipe and fittings for the project.

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2. Conduct and maintain a quality control program under National Transportation Product Evaluation Program.

Measurement. Storm Drainage Culvert will be measured by the lineal foot of culvert.

Payment. The unit price paid for the various items of work included in Storm Drain shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing storm drainage piping.

13-22. Storm Drainage Inlets. All Storm Drainage Inlets and Manholes, and work shall conform to the provisions in Section 51-7 of the California Standard Specifications. Precast structures shall conform to H20 loading and minimum concrete compressive strength of 3000 psi at 28 days. The structures shall be free of cracks or damage upon installation. Backfill around structures shall be 2 sack concrete slurry or other approved backfill capable of meeting 95% relative compaction.

Measurement. Storm Drainage Inlets and Manholes will be measured by the complete installed structure.

Payment. The unit price paid for the various items of work included in Storm Drain Structures shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing storm drain structures.

13-23. Existing Storm Drainage Facilities. All existing Storm Drainage Inlets, and junction structures and storm drain piping designated to be removed and or abandoned shall be Backfill of removed drainage structures shall be completely backfilled with 2 sack concrete sand slurry or other approved excavation and backfill capable of meeting 95% relative compaction. Storm Drain culverts abandoned in place shall be completed filled with 5 sack concrete slurry pumped into the existing culvert until it is full, otherwise the culvert shall be excavated and removed and the trench excavation shall be backfill with compacted class 2 aggregate base or 2 sack concrete sand slurry. The existing materials that are removed shall be the responsibility of the Contractor to dispose in an approved manner. This work relates to all location, saw cutting, excavations, demolition, backfill, and install a new roadway structural section necessary to proper remove or abandon the existing drainage facilities as designated on the plans to be removed.

Measurement. There will be no field measurement of the removed culvert or drainage structures.

Payment. The unit price paid for the various items of work included in Removal of Existing Drainage Facilities includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing storm drain structures.

13-24. Tubular Hand Railing. Section 83-2.08B of the Standard Specifications includes specifications for constructing tubular hand railings. The materials for tubular hand railing components must comply with the specifications shown in the following table:

Material	Specification
Rail and post tubes	ASTM A500/A500M, Grade B
Rolled bars and plates	ASTM A36/A36M
Rail splice sleeves	ASTM A36/A36M
Bolts	ASTM A325, A325M, or A449
Threaded rods	ASTM A449
Nuts and washers for bolts and threaded rods	ASTM A325 or A325M

Bolts and threaded rods furnished under ASTM A449 must comply with the mechanical requirements specified in ASTM A449 after galvanizing. Rail tubes must be shop bent or fabricated to fit the horizontal curve if the radius is less than 900 feet. If the vertical radius of the tubular hand railing is 30 feet or less, that portion of the railing must be either shop bent or built up from 1/4-inch-thick structural steel plates. The built-up tubular rail elements must match the seamless tubing in appearance. The difference between out-to-out rail splice sleeve dimensions and

the clear inside dimensions of the tubular steel rail elements must not exceed 3/16 inch after galvanizing.

Section 83-2.08C Construction

Tubular hand railings must present a smooth, uniform appearance in their final position, conforming closely to the horizontal and vertical lines shown or ordered. Before the tubular hand railing parts are assembled, clean the bearing surfaces and surfaces to be in permanent contact. If the railing is mounted on a concrete surface, the post bases must be true and flat to provide uniform bearing. Carefully handle the materials such that no parts are bent, broken, abraded, or otherwise damaged. Do not use manufacturing, handling, or installation methods that damage or distort the members or damage the galvanizing. Adjust the vertical position of the tubular hand railing to compensate for the camber and dead load deflection of the superstructure. The Engineer determines the adjustment amount before the railing is installed. The metal railing posts to which the chain link railing attaches must fit the mounting brackets, pipe sleeves, and other connection fittings. Where necessary, install shims at posts and rail elements to provide uniform bearing and conformance with the horizontal lines and vertical grade lines. Shims at steel posts must be commercial-quality, galvanized sheet steel.

Section 83-2.09 PIPE HANDRAILINGS

Section 83-2.09B Materials

Rail elements must be commercial-quality standard steel pipe. Brackets, bolts, nuts, and other fittings must be commercial-quality structural steel, except standard steel pipe fittings may be used where shown.

Section 83-2.09C Construction

Erect pipe hand railings carefully and true to line and grade.

Measurement. Field measurement per lineal foot of hand railings along the top of retaining walls and raised sidewalk sections.

Payment. The lineal foot price paid for "Retaining Wall with Hand Railings" items of work includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in providing and installing hand railings as shown on the plans.

13-25. Retaining Walls and Chain Link Fence. The retaining wall work shall consist of constructing concrete retaining walls including reinforcement, footings, forming, and the installation of drains per the plans and Section 90 "Concrete" of Standard Specifications. The chain link fence work shall consist of constructing a complete installed 6 foot high chain link fence of galvanized wire mesh and galvanized schedule 40 2 inch diameter steel posts.

Measurement. Retaining walls will be measured by the linear foot, along the line of the roadway, depending of the average height of the wall. Chain Link fence on top of the retaining wall shall be measured by the linear foot along the line of the roadway and additional retaining wall as shown on the plans to include returns in the driveway between the retaining wall sections and a segment to the east property line and to an existing chain link fence post on the adjacent property. The existing gate in the middle driveway is to be reused, stop chain link fence posts with enough space to install support hinge post for the gate, to be installed by others.

Payment. The contract price paid per linear foot for the various items of "Retaining Wall" shall include full compensation for furnishing all labor, materials including reinforcement, tools, equipment and incidentals, and for doing all the work involved in constructing retaining walls per the plans and details. The contract price paid per linear foot for the various items of "Chain Link Fence" shall include full compensation for furnishing all labor, materials including sleeves, tools, equipment and incidentals, and for doing all the work involved in constructing chain link fence per the standard specifications and standard of practice for chain link fencing.

13-26. Traffic Signal Facilities. This work will consist of modifying the existing traffic signal facility as shown on the plans and specified in these special provisions and specified in the following portions of Section 86 of the Standard Specifications, 2010 version including any section references within this section of the special

provisions.

Section 86-1.06 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Section 86-1.06A General

Keep existing electrical system or authorized temporary replacement in working order during the progress of the work. Shutdown is allowed for alteration or removal of the system. Traffic signal shutdown must be limited to normal working hours. Lighting system shutdown must not interfere with the regular lighting schedule. Notify the Engineer before performing work on the existing system.

Notify the local traffic enforcement agency before traffic signal shutdown.

If lane closures are specified, traffic signal system shutdowns must be limited to the hours allowed for lane closures.

Where an existing or temporary system is being modified and the work is not described but the Engineer considers it necessary to keep the system in working order, the work is change order work.

The Department or local agency will:

1. Continue the operation and maintenance of existing electrical facilities
2. Continue to provide electrical energy to operate existing electrical facilities
3. Repair or replace existing facilities damaged by traffic
4. Pay for electrical energy to operate existing or new facilities undergoing the functional tests specified in section 86-2.14C.

Verify location and depth of existing detectors, conduits, pull boxes, and other electrical facilities before using tools or equipment that may damage those facilities or interfere with an electrical system.

Notify the Engineer immediately if existing facility is damaged by your activities. Repair or replace damaged facility promptly. If you fail to complete the repair or replacement, promptly, the Department will repair or replace and deduct the costs.

Replace damaged detectors within 24 hours at your expense. If you fail to complete the repair within 24 hours, the Department will repair and deduct the repair costs.

If the roadway remains open to traffic while an existing lighting system is modified:

1. Keep the existing system in working order
2. Make the final connection so the modified circuit is in operation by nightfall

Keep temporary electrical installations in working order until no longer required. Remove temporary installations under section 86-7.

During traffic signal system shutdown, place W3-1, "Stop Ahead," and R1-1, "Stop," signs in each direction to direct traffic through the intersection. For 2-lane approaches, place 2 R1-1 signs.

Use a minimum size of 30 inches for the R1-1 sign.

Cover signal faces when the system is shut down overnight. Cover temporary W3-1 and R1-1 signs when the system is turned on.

Section 86-1.07 SCHEDULING OF WORK

The first order of work must be to place the order for the electrical equipment. Furnish the Engineer a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor. Submit the statement as an informational submittal.

Except service installation and service equipment enclosure, do not work above ground until all materials are on NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

hand to complete the electrical work at each location. Schedule work to allow each system to be completed and ready for operation before opening the corresponding section of the roadway to traffic.

If street lighting exists or is installed in conjunction with traffic signals, do not turn on the signals until the street lighting is energized.

Traffic signals will not be placed in operation until the roadways to be controlled are open to traffic.

Lighting and traffic signals, including flashing operation, will not be placed in operation before starting the functional test period specified in section 86-2.14.

Do not pull conductors into conduit until:

1. Pull boxes are set to grade
2. Metallic conduit is bonded and grounded

The initial traffic signal turn on must be made between 9:00 a.m. and 2:00 p.m. Before the initial turn on, all equipment, including pedestrian signals, pedestrian push buttons, vehicle detectors, lighting, signs, and pavement delineation must be installed and in working order. Direct louvers, visors, and signal faces to maximize visibility.

Start functional tests on any working day except Friday or the day before a holiday. Notify the Engineer 48 hours before the start of a functional test.

Section 86-2 MATERIALS AND INSTALLATION

Section 86-2.01 EXCAVATING AND BACKFILLING

Dispose of surplus excavated material.

Backfill under section 19-3. Backfill placed in conduit trenches outside the hinge point of slopes and not under pavement must be compacted to a minimum relative compaction of 90 percent. Compact backfill within hinge points and in areas where pavement is to be constructed to a minimum relative compaction of 95 percent.

Backfill trenches and restore sidewalk, pavement, and landscaping corner before starting excavation another intersection corner.

Unless otherwise specified in section 12, restrict closure for excavation on a street or highway to 1 lane at a time.

Section 86-2.02 REMOVING AND REPLACING IMPROVEMENTS

Replace or reconstruct underlying material damaged by your activities. Replacement material must be of equal or better quality than the material replaced.

If a part of a square or slab of concrete sidewalk, curb, gutter, or driveway is broken or damaged, the entire square or slab must be removed and reconstructed.

Cut the outline of concrete sidewalk or driveway to be removed:

1. Using a power-driven saw
2. On a neat line
3. To a 0.17-foot minimum depth

Section 86-2.03 FOUNDATIONS

Section 86-2.03A General

Concrete must comply with the specifications for minor concrete.

Construct concrete foundations on firm ground.

After each post, standard, and pedestal is properly positioned, place mortar under the base plate. Finish the exposed portion to present a neat appearance. Mortar must comply with the specifications for mortar in section

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51-1, except mortar must have:

1. 1 part by volume of cement
2. 3 parts by volume of clean sand

Form exposed portions of the foundation to present a neat appearance and true to line and grade. The top of the foundation for posts and standards must be finished to curb or sidewalk grade. Forms must be rigid and braced securely in place. Conduit ends and anchor bolts must be placed at the proper height and position. Anchor bolts must be installed a maximum of 1:40 from vertical and held in place by rigid top and bottom templates. Use a steel bottom template at least 1/2 inch thick that provides proper spacing and alignment of anchor bolts near the embedded bottom end. Install the bottom template before placing footing concrete.

For relocated standards, construct new foundations and furnish anchor bolts of the proper type and size.

Galvanize steel parts under section 75-1.05.

Provide 2 nuts and washers for the upper threaded part of each anchor bolt. Provide 3 nuts and washers for each anchor bar or stud.

Do not weld HS steel used for anchor bolts, anchor bars, or studs.

Before placing concrete, moisten the forms and ground. Keep the forms in place until the concrete sets for at least 24 hours and is strong enough to prevent damage to the surface.

Except when located on a structure, construct foundations for posts, standards, and pedestals monolithically.

Apply ordinary surface finish under section 51-1.03F(2).

If a foundation must be extended for additional depth, the extension work is change order work.

Do not erect posts, poles, standards, pedestals, or cabinets until the concrete foundation has cured for at least 7 days.

The Engineer will choose either the plumbing or raking technique for posts, standards, and pedestals. Plumb or rake by adjusting the leveling nuts before tightening nuts. Do not use shims or similar devices. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, and each post, standard, and pedestal on the structure is properly positioned, tighten nuts as follows:

1. Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
2. Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
3. Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

If a foundation is shown to be abandoned, remove the top of the foundation, anchor bolts, and conduits to a minimum depth of 0.5 foot below the sidewalk surface or original ground. Backfill the resulting hole with material equivalent to the surrounding material.

A foundation must be completely removed if not shown to be reused or abandoned.

Dispose of foundations removed.

Section 86-2.03B Cast-In-Drilled-Hole Concrete Pile Foundations

Reinforced CIDH concrete pile foundation must comply with section 49-3, except:

1. Dispose of material resulting from drilling holes under section 86-2.01
2. Concrete for CIDH concrete piles will not be considered as designated by compressive strength

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

For standards and poles located in sidewalk areas, the pile foundation must be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches must be square shaped.

Section 86-2.04 STANDARDS, POLES, STEEL PEDESTALS, AND POSTS

Section 86-2.04A General

Except for Type 1 standards, attach rectangular corrosion-resistant metal identification tags on all standards and poles using stainless steel rivets as follows:

1. For standards and poles, attach a tag above the hand hole near the base of the standard or pole.
2. For signal standards, attach 1 tag above the hand hole near the base of the pole and 1 tag on the underside of the signal mast arm near the arm plate.

The lettering on each identification tag must be depressed or raised, 1/4 of an inch tall, legible, and include the following information:

1. Name of the manufacturer
2. Date of manufacture
3. Identification number
4. Contract number
5. Unique identification code:
 - 5.1. Assigned by the manufacturer
 - 5.2. Traceable to a particular Contract and the welds on that component
 - 5.3. Readable after the support structure is coated and installed

Change in the mast arm configuration is allowed as long as the mounting height and stability are maintained.

Configure the mast arm as a smooth curving arm.

Holes left in the shaft of an existing standard due to the removal of equipment or mast arm must be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single central galvanized steel fastener. Seal edges of the disk and hole with a polysulfide or polyurethane sealing compound complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.

If an existing standard is ordered to be relocated or reused, remove large dents, straighten shafts, and replace parts that are in poor condition. Furnish anchor bolts or bars and nuts required for relocating or reusing standard. Repair and replacement work is change order work.

If a standard or mast arm is relocated or the Department furnishes a used standard or mast arm, furnish:

1. New bolts, nuts, cap screws, and washers
2. New keeper plate, if the standard has a slip base

Section 86-2.04B Steel Standards, Poles, Pedestals, and Posts

Section 86-2.04B(1) General

Welding must comply with AWS D1.1.

Handhole reinforcement rings for standards, steel pedestals, poles, and posts must be continuous around the handholes.

Push button posts, pedestrian barricades, and guard posts must comply with ASTM A 53.

Standards, poles, pedestals, posts, fasteners, and other ferrous materials must be galvanized under section 75-1.05.

Section 86-2.04B(2) Bolted Connections

Anchor bolts must comply with ASTM F 1554, Grade 55 for weldable steel.

HS anchor bolts, nuts, and washers must comply with section 55-1.02A(1).

Bolts, nuts, and washers for general applications must comply with section 55-1.02A(1).

HS bolts shown to be snug tight must comply with section 55-1.02A(1) for general applications.

HS bolts, nuts, and flat washers used to connect slip base plates must comply with ASTM A 325.

Assemble and tighten the slip base when the pole is on the ground. Threads of heavy hex nuts for each slip base bolt must be coated with additional lubricant that is clean and dry to the touch. Tighten HS slip base bolts to within ± 10 ft-lb of torque shown in the following table:

Slip Base Bolt Tightening Requirements

Standard type	Torque (ft-lb)
15-SB	150
30	150
31	200
36-20A	165

Zinc-coated nuts used on fastener assemblies having a specified preload obtained by specifying a prescribed tension, torque value, or degree of turn must be provided with a colored lubricant, clean and dry to the touch. The lubricant color must contrast the zinc coating color on the nut such that the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.

Plate washers must be manufactured by saw cutting and drilling steel plate. Steel plate must comply with AISI 1018. Before galvanizing, remove burrs and sharp edges and chamfer both sides of holes to allow the bolt head to make full contact with the washer without tension.

HS cap screws for attaching arms to standards must comply with ASTM A 325 or A 449, and the mechanical requirements in ASTM A 325 after galvanizing. Coat threads of cap screws with a colored lubricant, clean and dry to the touch. Lubricant color must contrast the zinc-coating color on the cap screw such that the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.

Bolted connections attaching signal or luminaire arm to the pole must be considered slip critical. Galvanized faying surfaces of plates on luminaire arm, signal arm, and pole must be roughened by hand using a wire brush before assembly and must comply with requirements for Class C surface conditions for slip-critical connections in "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," a specification approved by the RCSC. Paint for faying surfaces must comply with the RCSC specification for Class B coating.

Before manufacturing, details must be adjusted to ensure that cap screw heads can be turned using conventional installation tools. During manufacturing, properly locate the position of the luminaire on the arm plate to avoid interference with the cap screw heads.

The Engineer will randomly take test samples of fastener components from each production lot and submit to these test samples to METS with test reports specified in ASTM fastener specifications for QA testing and evaluation. The Engineer will determine sample sizes for each fastener component.

Section 86-2.04B(3) Standards and Poles

Standards and poles with shaft lengths of 15 feet or longer must comply with section 55-1.02 and the following:

1. Tapered tubes must be manufactured from sheet steel of weldable grade having a minimum yield strength of 55,000 psi after manufacturing.
2. Certified test reports verifying compliance with minimum yield strength requirements must be submitted. Test report may be the mill test report for the as-received steel or if the as-received steel has a lower yield strength than required, provide test data assuring that your method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. Test data must include tensile properties of the steel after cold forming for specific heats and thicknesses.

3. If a single-ply 5/16-inch-thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.
4. Standard may be manufactured of full-length sheets or shorter sections. Each section must be manufactured from 1 or 2 pieces of sheet steel. If 2 pieces are used, the longitudinal welded seams must be directly opposite from one another. If the sections are butt-welded together, the longitudinal welded seams of adjacent sections must be placed to form continuous straight seams from the base to the top of the standard.
5. Butt-welded circumferential joints of tubular sections requiring CJP groove welds must be made using a metal sleeve backing ring inside each joint. The sleeve must have at least a 1/8 inch nominal thickness and be manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. If the sections to be joined have different specified minimum yield strengths, the steel in the sleeve must have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve must be consistent with the type of NDT selected and must be a minimum width of 1 inch. At fitting time, the sleeve must be centered at the joint and in contact with the tubular section at the point of the weld.
6. Welds must be continuous.
7. Weld metal at the transverse joints must extend to the sleeve, making the sleeve an integral part of the joint.
8. During manufacturing, longitudinal seams on vertical tubular members of cantilevered support structures must be centered on and along the side of the pole that the pole plate is located. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, must be within ± 45 degrees of the bottom of the arm.
9. Longitudinal seam welds in steel tubular sections may be made by the electric resistance welding process.
10. Longitudinal seam welds must have a 60 percent minimum penetration, except:
 - 10.1. Within 6 inches of a circumferential weld, the longitudinal seam weld must be a CJP groove weld.
 - 10.2. Longitudinal seam welds on lighting support structures having a telescopic pole segment splice must be CJP groove welds on the female end of a length on each end equal to the designated slip-fit splice length plus 6 inches.
11. Exposed circumferential welds, except fillet and fatigue-resistant welds, must be ground flush with the base metal before galvanizing or painting. Ground flush is specified as -0, +0.08-inch.
12. Circumferential welds and base plate-to-pole welds may be repaired only 1 time.
13. Exposed edges of the plates that make up the base assembly must be finished smooth and exposed corners of the plates must be broken. Provide shafts with slip-fitter shaft caps.
14. Surface flatness requirements specified in ASTM A 6 apply to plates:
 - 14.1. In contact with concrete, grout, or washers and leveling nuts
 - 14.2. In HS bolted connections
 - 14.3. In joints, where cap screws are used to secure luminaire and signal arms
 - 14.4. Used for breakaway slip base assemblies
15. Standards and poles must be straight with a maximum variation of:
 - 15.1. 1 inch measured at the midpoint of a 30-foot to 35-foot standard
 - 15.2. 3/4 inch measured at the midpoint of a 17-foot to 20-foot standard
 - 15.3. 1 inch measured 15 feet above the base plate for Type 35 and Type 36 standards
16. Do not make additional holes in structural members.
17. Standards with an outside diameter of 12 inches or less must be round. Standards with an outside diameter greater than 12 inches must be round or multisided. Multi-sided standards must be convex with a minimum of 12 sides and have a minimum bend radius of 4 inches.
18. Manufacture mast arms from material specified for the standard.
19. Manufacture the cast steel option for slip bases from material of Grade 70-40 complying with ASTM A 27/A 27M. Other comparable material may be used if authorized. The casting tolerances must comply with the Steel Founders' Society of America's recommendations for green sand molding.

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20. One casting from each lot of a maximum of 50 castings must be radiographed under ASTM E 94. Castings must comply with the acceptance criteria for severity level 3 or better for the types and categories of discontinuities specified in ASTM E 186 and E 446. If the casting fails the inspection, 2 additional castings must be radiographed. If the 2 additional castings fail the inspection, the lot will be rejected.

Section 86-2.05 CONDUIT

Use conduits to run the conductors except for overhead and where conductors are run inside poles.

You may use a larger size conduit than specified as long as you use it for the entire length between outlets. Do not use reducing coupling.

New conduit must not pass through existing foundations for standards.

Section 86-2.05A Material

Conduit and conduit fitting must be UL or NRTL listed and comply with the requirements shown in the following table:

Conduit and Conduit Fitting Requirements

Type 1	Hot-dip galvanized rigid steel conduit and conduit couplings must comply with UL 6 and ANSI C80.1. Zinc coating testing must comply with copper sulfate test requirements in UL 6. Conduit couplings for rigid steel conduit must be electrogalvanized.
Type 2	Hot-dip galvanized rigid steel conduit must comply with requirements for Type 1 conduit and be coated with PVC or polyethylene. Exterior thermoplastic coating must have a minimum thickness of 35 mils. Internal coating must have a minimum thickness of 2 mils. Coated conduit must comply with UL 6; NEMA RN 1; or NRTL PVC-001.
Type 3	Rigid nonmetallic PVC conduit must comply with UL 651. Type A extruded rigid PVC conduit and extruded rigid HDPE conduit must comply with UL 651A. Coilable, smooth-wall, continuous length HDPE conduits must comply with UL 651B. Install at underground locations only.
Type 4	Waterproof flexible metal conduit must consist of conduit with a waterproof nonmetallic sunlight-resistant jacket over an inner flexible metal core. Type 4 conduit must be UL listed for use as the grounding conductor.
Type 5	Intermediate steel conduit and conduit couplings must comply with UL 1242 and ANSI C80.6. Zinc coating testing must comply with copper sulfate test requirements in UL 1242. Conduit couplings for intermediate rigid steel conduit must be electrogalvanized. Type 5 conduit must only be used if specified.

Bonding bushings to be installed on metal conduit must be insulated and either galvanized or zinc alloy type.

Fittings for steel conduit and for watertight flexible metal conduit must be UL listed at UL 514B.

Section 86-2.05B Use

Install Type 1 conduit on all exposed surfaces and at the following locations:

1. In concrete structures
2. Between a structure and nearest pull box

Change or extend existing conduit runs using the same material. Install pull box if an underground conduit changes from the metallic type to Type 3.

Minimum trade size of conduit must be:

1. 1-1/2 inches from electrolier to adjacent pull box
2. 1 inch from pedestrian push button post to adjacent pull box
3. 2 inches from signal standard to adjacent pull box
4. 3 inches from controller cabinet to adjacent pull box
5. 2 inches from overhead sign to adjacent pull box
6. 2 inches from service equipment enclosure to adjacent pull box
7. 1-1/2 inches if unspecified

Two conduits must be installed between a controller cabinet and the adjacent pull box.

Section 86-2.05C Installation

Whether shop or field cut, ream ends of conduit to remove burrs and rough edges. Make cuts square and true. Slip joints and running threads are not allowed for coupling conduit. If a standard coupling cannot be used for coupling metal type conduit, use a threaded union coupling that is UL or NRTL listed. Tighten couplings for metal conduit to maintain a good electrical connection through conduit run.

Cut Type 3 conduit with tools that will not deform the conduit. Use solvent weld for connections.

Cut Type 2 conduit with pipe cutters; do not use hacksaws. Coated conduit must be threaded with standard conduit-threading dies. Tighten conduit into couplings or fittings using strap wrenches or approved groove joint pliers.

Protect shop-cut threads from corrosion under the standards shown in the following table:

Shop-Cut Thread Protection

Steel conduit and conduit couplings	ANSI C80.1
Electrical intermediate metal conduit and conduit couplings	ANSI C80.6

Paint conduits. Apply 2 coats of authorized unthinned zinc-rich primer of organic vehicle type. Do not use aerosol cans. Paint the following parts of conduits:

1. All exposed threads
2. Field-cut threads before installing conduit couplings to steel conduit
3. Damaged surfaces on metal conduit

Do not remove shop-installed conduit couplings.

Damaged Type 2 conduit or conduit coupling must be wrapped with at least 1 layer of 2-inch-wide, 20-mil-minimum-thickness PVC tape as specified in ASTM D 1000, with a minimum tape overlap of 1/2 inch. Before applying the tape, conduit or fitting must be cleaned and painted with 1 coat of rubber-resin based adhesive as recommended by the tape manufacturer. You may repair damaged spots in the thermoplastic coating by painting over with a brushing type compound supplied by the conduit manufacturer instead of the tape wrap.

The ends of Types 1, 2, or 5 conduit must be threaded and capped with standard pipe caps until wiring is started. The ends of Types 3 and 4 conduit must be capped until wiring is started. If caps are removed, replace with conduit bushings. Fit insulated bonding bushings on the end of metal conduit ending in pull box or foundation. Bell or end bushings for Type 3 conduit must be nonmetallic type.

Conduit bends, except factory bends, must have a radius of not less than 6 times the inside diameter of the conduit. If factory bends are not used, bend the conduit without crimping or flattening using the longest radius practicable. Bend conduits as shown in the following table:

Conduit-Bending Requirements

Type 1	By equipment and methods recommended by the conduit manufacturer.
Type 2	Use standard bending tool designed for use on thermoplastic coated conduit. Conduit must be free of burrs and pits.
Type 3	By equipment and methods recommended by the conduit manufacturer. Do not expose conduit to direct flame.
Type 5	By equipment and methods recommended by the conduit manufacturer.

Install pull tape in conduit that is to receive future conductors. The pull tape must be a flat woven lubricated soft fiber polyester tape with a minimum tensile strength of 1,800 lb and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

Existing underground conduit to be incorporated into a new system must be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Install conduit to a depth of not less than 30 inches below finished grade, except in sidewalk and curbed paved median areas, where it must be at least 18 inches below grade. You may lay conduit on existing pavement within new curbed median.

Conduit coupling must be a minimum of 6 inches from the face of the foundation.

Place a minimum of 2 inches of sand bedding in the trench before installing Type 2 or Type 3 conduit. Place a minimum of 4 inches of same material over conduit before placing additional backfill material.

Conduit runs located behind curbs may be installed in the street, within 3 feet of, and parallel with the face of the curb by the trenching in pavement method as specified in section 86-2.05C. Pull boxes must be located behind the curb or at the locations shown.

Obtain authorization before disturbing pavement. If an obstruction is encountered, obtain authorization to cut small holes in the pavement to locate or remove the obstruction. If jacking or drilling method is used, keep jacking or drilling pit 2 feet away from edge of pavement. Pavement must not be weakened or subgrade softened from excess water use.

Conduit used for drilling or jacking must be removed; install new conduit for completed work. If a hole larger than the conduit is pre-drilled and you install conduit by hand or by equipment and method recommended by the conduit manufacturer, you may install Type 2 or Type 3 conduit under the pavement.

If trenching in pavement method is specified, conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp, must comply with the following:

1. Use Type 3 conduit. Place conduit under pavement in a trench approximately 2 inches wider than the outside diameter of conduit, but not exceeding 6 inches in width. Trench depth must not exceed the greater of 12 inches or conduit trade size plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit must be a minimum of 9 inches below finished grade.
2. Trenching installation must be completed before placing final pavement layer.
3. Cut pavement to be removed with a rock cutting excavator. Minimize shatter outside the removal area.
4. Place conduit in the bottom of the trench and backfill with minor concrete. Minor concrete must contain a minimum of 590 lb of cementitious material per cubic yard. If the trench is in asphalt concrete pavement and pavement overlay is not placed, backfill the top 0.10 foot of the trench with minor HMA.
5. Backfill trenches, except for the top 0.10 foot, by the end of each day. The top 0.10 foot must be filled within 3 days after trenching.

If jacking or drilling method is used, construct jacking pit to a minimum of 13 feet from the centerline of track at the near side of jacking pit. Cover jacking pit with substantial planking if left overnight.

Conduit ending in a standard or pedestal must not extend more than 3 inches vertically above the foundation and must be sloped toward the handhole opening. Conduit entering through the side of a nonmetallic pull box must end inside the box within 2 inches of the wall and 2 inches above the bottom and be sloped toward the top of the

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box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box must end 2 inches above the bottom and be located near the end walls to leave the major portion of the box clear. At the outlet, the conduit must enter from the direction of the run.

Underground conduit runs, including under sidewalks, that are adjacent to gasoline service stations or other underground gasoline or diesel storage, piping, or pumps and that lead to a controller cabinet, circuit breaker panel, service, or enclosure where an arc may occur during normal operations must be sealed if the conduit is within the limits specified in the NEC for Class 1, division 1. Use Type 1 or Type 2 conduit for these runs.

Conduit for future use in structures must be threaded and capped. Conduit leading to soffit, wall, or other lights or fixtures below pull box grade must be sealed and made watertight, except where conduit ends in a No. 9 or No. 9A pull box.

Section 86-2.05D Expansion Fittings

Install expansion fitting where the conduit crosses an expansion joint in a structure. Each expansion fitting for metal conduit must include a copper bonding jumper having the ampacity specified in NEC.

Each expansion-deflection fitting for expansion joints of 1-1/2-inch movement rating must be watertight and include a molded neoprene sleeve, a bonding jumper, and 2 silicon bronze or zinc-plated iron hubs. Each fitting must allow a minimum of 3/4-inch expansion, contraction, and lateral deflection.

Section 86-2.06 PULL BOXES

You may use a larger standard size pull box than that described.

Section 86-2.06A Materials

Pull box, cover, and extension for installation in ground or sidewalk area must be precast reinforced concrete or nonconcrete material. Nonconcrete material must:

1. Be fire resistant with a burn rate no greater than 0.3 inch per minute per 0.1 inch of thickness when tested under ASTM D 635
2. Show no significant change in physical properties with exposure to weather
3. Be dense, free of voids or porosity, and gray or brown in color

Nonconcrete pull box must comply with the following:

1. Top dimensions must not exceed the bottom dimensions by more than 1 inch.
2. Extension must be of the same material as the pull box and attached to the pull box to maintain the minimum combined depths as shown.
3. Cover must not fail and must not deflect more than 1/4 inch when a vertical force of 1,500 lb is applied through a 1/2-by-3-by-6-inch steel plate to a nonconcrete cover on the pull box. Center the steel plate on the cover with its longitudinal axis coinciding with the longitudinal axis of the cover.

Nonconcrete pull boxes must be of sufficient rigidity that when a designated concentrated force is applied perpendicularly to the midpoint of one of the long sides at the top while the opposite long side is supported by a rigid surface, it must be possible to remove the cover without the use of tools. The designated concentrated force must be 150 lb for a No. 3-1/2 pull box and must be 100 lb for a No. 5 or No. 6 pull box.

If a transformer or other device must be placed in a nonmetallic pull box, include recesses for a hanger.

Secure cover, except ceiling pull box cover, with 3/8-inch hold down bolts, cap screws, or studs, washers, and brass stainless steel or other non-corroding metal nut. Stainless steel hardware must have an 18 percent chromium content and an 8 percent nickel content.

Galvanize ferrous metal parts under section 75-1.05.

Traffic pull box must be provided with steel cover and special concrete footing. Steel cover must have an embossed nonskid pattern.

Traffic pull box and cover must have a vertical proof-load strength of 25,000 lb. Comply with Federal Specification RR-F-621 and distribute the 25,000 lb load through a 9-by-9-by-2-inch steel plate. You must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

No. 3-1/2(T) and No. 5(T) traffic pull box must be reinforced with a galvanized Z bar welded frame and cover similar to that shown for No. 6(T) pull box. Frame must be anchored to the box with 1/4 by 2-1/4 inch concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Hold down screws must be 3/8-inch hex flange cap screws of Type 316 stainless steel. Nut must be zinc-plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread. Nut must be spot welded to the underside or fabricated with galvanized Z-bar pull box frame.

Steel cover must be countersunk approximately 1/4 inch to accommodate the bolt head. When tightened, the bolt head must not exceed more than 1/8 inch above the top of the cover. A 1/4-inch tapped hole and brass bonding screw must be included.

Concrete placed around and under traffic pull boxes must be minor concrete.

Section 86-2.06B Cover Marking

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover.

Marking letters must be between 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

Section 86-2.06C Installation and Use

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

Pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of the pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and be sloped toward the drain hole.
4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
5. Place grout between the pull box and the pull box extension, and around conduits.

Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.

After installation of traffic pull box, install the steel cover and keep it bolted down when your activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

Section 86-2.08 CONDUCTORS AND CABLES

Section 86-2.08A General

Conductor must be copper wire that complies with ASTM B 3 and B 8.

Wire size must comply with the requirements shown in the following table:

Wire Size Requirements

Conductor usage	Requirement
In loop detector lead-in cable	ASTM B 286
Everywhere except in loop detector lead-in cable	AWG ^a

^aExcept conductor diameter must not be less than 98 percent of specified AWG diameter.

Single conductor and cable, except detector lead-in cable, must have clear, distinctive, and permanent markings on the outer surface throughout its length. The markings must include the manufacturer's name or trademark, insulation type letter designation, conductor size, voltage, and temperature rating, and for cables, it must also include number of conductors.

Section 86-2.08B Conductor Identification

Conductor insulation must be a solid color with a permanent stripe as specified below. The solid color must be homogeneous through the full depth of insulation. Identification stripe must be continuous throughout the length of conductor. For conductor sizes No. 2 and larger, the insulation may be black and the ends of the conductors must be taped for a minimum length of 20 inches with electrical insulating tape of the required color. Conductor identification must comply with the requirements in the following table:

Conductor Identification

Circuit	Signal phase or function	Identification			Size
		Insulation color ^j		Band symbols ^f	
		Base	Stripe ^a		
Vehicle signals ^{a, b, d}	2, 6	Red, Yel, Brn	Blk	2, 6	14
	4, 8	Red, Yel, Brn	Ora	4, 8	14
	1, 5	Red, Yel, Brn	None	1, 5	14
	3, 7	Red, Yel, Brn	Pur	3, 7	14
	Ramp meter 1	Red, Yel, Brn	None	NBR	14
	Ramp meter 2	Red, Yel, Brn	Blk	NBR	14
Pedestrian signals ^d	2p, 6p	Red, Brn	Blk	2p, 6p	14
	4p, 8p	Red, Brn	Ora	4p, 8p	14
	1p, 5p	Red, Brn	None	1p, 5p	14
	3p, 7p	Red, Brn	Pur	3p, 7p	14
Pedestrian push buttons ^d	2p, 6p	Blu	Blk	P-2, P-6	14
	4p, 8p	Blu	Ora	P-4, P-8	14
	1p, 5p	Blu	None	P-1, P-5	14
	3p, 7p	Blu	Pur	P-3, P-7	14
Traffic signal controller cabinet	Ungrounded circuit conductor	Blk	None	CON-1	6
	Grounded circuit conductor	Wht	None	CON-2	6
Highway lighting pull box to luminaire	Ungrounded-line 1	Blk	None	NBR	14
	Ungrounded-line 2	Red	None	NBR	14
	Grounded	Wht	None	NBR	14
Multiple highway lighting	Ungrounded-line 1	Blk	None	ML1	10
	Ungrounded-line 2	Red	None	ML2	10
Lighting control	Ungrounded to PEU	Blk	None	C1	14
	Switching leg from PEU unit or SM transformer	Red	None	C2	14
Service	Ungrounded-line 1 (signals)	Blk	None	NBR ^e	6
	Ungrounded-line 2 (lighting)	Red ^h	None	NBR ^e	8
Sign lighting	Ungrounded-line 1	Blk	None	SL-1	10
	Ungrounded-line 2	Red	None	SL-2	10
Flashing beacons ^g	Ungrounded between flasher and beacons	Red or Yel	None	F-Loc. ^c	14

Grounded and common	Pedestrian push buttons	Wht	Blk	NBR	14
	Signals and multiple lighting	Wht	None	NBR	10
	Flashing beacons and sign lighting	Wht	None	NBR	12
	Lighting control	Wht	None	C-3	14
	Service	Wht	None	NBR	14
Railroad preemption		Blk	None	R	14
Spares		Blk	None	NBR	14

NBR = No band required PEU=Photoelectric unit

^aOn overlaps, insulation is striped for 1st phase in designation. e.g., phase (2+3) conductor is striped as for phase 2.

^bBand for overlap and special phases as required.

^cFlashing beacons having separate service do not require banding.

^dThese requirements do not apply to signal cable.

^e"S" if circuit is switched on line side of service equipment by utility.

^fBand conductors in each pull box and near ends of termination points. On signal light circuits, a single band may be placed around 2 or 3 ungrounded conductors comprising a phase.

^gUngrounded conductors between service switch and flasher mechanism must be black and banded.

^hBlack acceptable for size No. 2 and larger. Tape ends for 20 inches with indicated color.

ⁱColor Code: Yel-Yellow, Brn-Brown, Blu-Blue, Blk-Black, Wht-White, Ora-Orange, Pur-Purple.

Section 86-2.08C Circuit Conductors

Circuit conductors must be UL or NRTL listed and rated for 600 V(ac) operation. Insulation for No. 14 to No. 4 conductors must be one of the following:

1. Type TW PVC as specified in ASTM D 2219
2. Type THW PVC
3. Type USE, RHH, or RHW cross-linked polyethylene

Minimum insulation thickness for the insulation types shown must comply with the following table:

Insulation Thickness

Insulation type	Conductor size	Insulation thickness (mils)
USE, RHH, or RHW	No. 14 to No. 10	39
	No. 8 to No. 2	51
THW or TW	No. 14 to No. 10	27
	No. 8	40
	No. 6 to No. 2	54

Insulation for No. 2 and larger conductor must be one of the types listed above or Type THWN.

Conductor for wiring wall and soffit luminaire must be stranded copper with insulation rated for use at temperatures up to 125 degrees C.

Section 86-2.08D Signal Cable

Signal cable, except for the 28-conductor type, must:

1. Not be spliced
2. Be marked in each pull box with the signal standard information it is connecting to

Signal cable must comply with the following:

1. Cable jacket must be:
 - 1.1. Black polyethylene with an inner polyester binder sheath
 - 1.2. Rated for 600 V(ac) and 75 degrees C
2. Filler material, if used, must be polyethylene material.
3. Conductor must be solid copper with Type THWN insulation as specified in section 86-2.08 and ASTM B 286. The minimum thickness of Type THWN insulation must be 12 mils for conductor sizes No. 14 to No. 12 and 16 mils for conductor size No. 10. The minimum thickness of nylon jacket must be 4 mils.

Conductor Signal Cable Requirements

Cable type ^a	Conductor quantity and type	Cable jacket thickness (mils)		Maximum nominal outside diameter (inch)	Conductor color code	Remarks
		Average	Minimum			
3CSC	3 - No. 14	44	36	0.40	blue/black, blue/orange, white/black stripe	Use for pedestrian push buttons and spare
5CSC	5 - No. 14	44	36	0.50	red, yellow, brown, black, white	
9CSC	8 - No. 14 1 - No. 12	60	48	0.65	No. 12 - white No. 14 - red, yellow, brown, black, and red/black, yellow/black, brown/black, white/black stripe	
12CSC	11 - No. 14 1 - No. 12	60	48	0.80	No. 12 - white No. 14 - see "12CSC Color Code and Functional Connection" table	Use for vehicle signals, pedestrian signals, spares, and signal common
28CSC	27 - No. 14 1 - No. 10	80	64	0.90	No. 10 - white No. 14 - see "28CSC Color Code and Functional Connection" table	Keep signal commons in each cable separate except at the signal controller. Label each cable as "C1" or "C2" in pull box. Use "C1" for signal phases 1, 2, 3, and 4. Use "C2" for phases 5, 6, 7, and 8.

^aConductor signal cable description starts with the number of conductors, followed by "CSC".

(e.g., a signal cable with 3 conductors is labeled "3CSC".)

12CSC Color Code and Functional Connection

Color code	Termination	Phase
Red	Vehicle signal red	2, 4, 6, or 8
Yellow	Vehicle signal yellow	2, 4, 6, or 8
Brown	Vehicle signal green	2, 4, 6, or 8
Red/black stripe	Vehicle signal red	1, 3, 5, or 7
Yellow/black stripe	Vehicle signal yellow	1, 3, 5, or 7
Brown/black stripe	Vehicle signal green	1, 3, 5, or 7
Black/red stripe	Spare, or use as required for red or DONT WALK	
Black/white stripe	Spare, or use as required for yellow	
Black	Spare, or use as required for green or WALK	
Red/white stripe	Ped signal DONT WALK	
Brown/white stripe	Ped signal WALK	

28CSC Color Code and Functional Connection

Color code	Termination	Phase
Red/black stripe	Vehicle signal red	2 or 6
Yellow/black stripe	Vehicle signal yellow	2 or 6
Brown/black stripe	Vehicle signal green	2 or 6
Red/orange stripe	Vehicle signal red	4 or 8
Yellow/orange stripe	Vehicle signal yellow	4 or 8
Brown/orange stripe	Vehicle signal green	4 or 8
Red/silver stripe	Vehicle signal red	1 or 5
Yellow/silver stripe	Vehicle signal yellow	1 or 5
Brown/silver stripe	Vehicle signal green	1 or 5
Red/purple stripe	Vehicle signal red	3 or 7
Yellow/purple stripe	Vehicle signal yellow	3 or 7
Brown/purple stripe	Vehicle signal green	3 or 7
Red/2 black stripes	Ped signal DONT WALK	2 or 6
Brown/2 black stripes	Ped signal WALK	2 or 6
Red/2 orange stripes	Ped signal DONT WALK	4 or 8
Brown/2 orange stripes	Ped signal WALK	4 or 8
Red/2 silver stripes	Overlap A, C red	OLA, OLC
Brown/2 silver stripes	Overlap A, C green	OLA, OLC
Red/2 purple stripes	Overlap B, D red	OLB, OLD
Brown/2 purple stripes	Overlap B, D green	OLB, OLD
Blue/black stripe	Ped push button	2 or 6
Blue/orange stripe	Ped push button	4 or 8
Blue/silver stripe	Overlap A, C yellow	OLA(y), OLC(y)
Blue/purple stripe	Overlap B, D yellow	OLB(y), OLD(y)
White/black stripe	Ped push button common	
Black/red stripe	Railroad preemption	
Black	Spare	

Section 86-2.08E Signal Interconnect Cable (SIC)

Signal interconnect cable must be a 3-pair or 6-pair type with stranded tinned copper No. 20 conductors. Each conductor insulation must be 13 mils minimum nominal thickness, color-coded, polypropylene material. Conductors must be in twisted pairs. Color coding distinguishes each pair. Each pair must be wrapped with an aluminum polyester shield and must have a No. 22 or larger stranded tinned copper drain wire inside the shielded pair.

Cable jacket must be black, HDPE, rated for a minimum of 300 V(ac) and 60 degrees C, and must have a minimum nominal wall thickness of 40 mils. Cable jacket or moisture-resistant tape directly under the outer jacket must be marked as specified in section 86-2.08.

You must have a minimum of 6 feet of slack at each controller cabinet. Splicing is allowed only if shown.

Insulate conductor splice with heat-shrink tubing and overlap at least 0.6 inch. Cover overall cable splice with

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heat-shrink tubing and overlap the cable jacket at least 1-1/2 inch.

SECTION 86-2.09 WIRING

Solder conductors by hot iron, pouring, or dipping method, connectors and terminal lugs for conductor sizes No. 8 and smaller. Do not perform open-flame soldering.

Section 86-2.09A Circuitry

Do not run traffic signal indication conductors to a terminal block on a standard unless connected to a mounted signal head.

Use only 1 conductor to connect to each terminal of a pedestrian push button.

The common for pedestrian push button circuit must be separate from the traffic signal circuit grounded conductor.

Section 86-2.09B Installation

Use a UL- or NRTL-listed inert lubricant for placing conductors in conduit.

Pull conductors into conduit by hand, using pull tape specified in section 86-2.05C. Do not use winches or other power-actuated pulling equipment.

If adding new conductors or removing existing conductors, remove all conductors, clean the conduit under section 86-2.05C, and pull all conductors in the conduit as 1 unit.

If traffic signal conductors are run in a lighting standard containing street lighting conductors from a different service point, you must encase the traffic signal conductors or the lighting conductors with a flexible or rigid metal conduit for a length until the 2 types of conductors are no longer in the same raceway.

If less than 10 feet above grade, enclose temporary conductors in flexible or rigid metal conduit.

Leave slack for each conductor as shown in the following table:

Conductor Slack Requirements

Location	Slack (feet)
Signal standard	1
Lighting standard	1
Signal and lighting standard	1
Pull box	3
Splice	3
Standards with slip base	0

After conductors are installed, seal ends of conduits with an authorized sealing compound.

To form a watertight seal, tape the ends of spare conductors and conductors ending in pull boxes.

Conductors and cables inside a fixture or cabinet must be neatly arranged and tied together by function with self-clinching nylon cable ties or enclosed in a plastic tubing or raceway.

Identify conductors for signal overlap phase as specified for vehicle signals in the table titled "Conductor Identification."

Permanently identify conductors by function. Place identification on each conductor or each group of conductors forming a signal phase at each pull box and near the end of the conductors.

Label, tag, or band conductors by mechanical methods. Identification must not move along the conductors.

Section 86-2.09C Connectors and Terminals

Connectors and terminals must be UL- or NRTL-listed crimp type. Use a manufacturer-recommended tool for NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

connectors and terminals to join conductors. Comply with MIL-T-7928.

Terminate stranded conductors smaller than No. 14 in crimp style terminal lugs.

Section 86-2.09D Splicing and Terminations

Splices are allowed for:

1. Grounded conductors in a pull box.
2. Pedestrian push button conductors in a pull box.
3. Conductors in a pull box adjacent to each electrolier or luminaire.
4. Ungrounded traffic signal conductors in a pull box, if traffic signals are modified.
5. Ungrounded traffic signal conductors to a terminal compartment or a signal head on a standard with conductors of the same phase in the pull box adjacent to the standard.
6. Ungrounded lighting circuit conductors in a pull box, if lighting circuits are modified.

Section 86-2.09E Splice Insulation

You may use "Heat-shrink tubing" or "Method B" to insulate splices.

Splice must function under continuous submersion in water.

Multi-conductor cable must be spliced and insulated to form a watertight joint and to prevent moisture absorption by the cable.

Low-voltage tape must be:

1. UL or NRTL listed
2. Self fusing, oil and flame-resistant, synthetic rubber
3. PVC, pressure-sensitive adhesive of 6 mils minimum thickness

Insulating pad must be a combination of an 80-mils thick electrical grade PVC laminate and a 120-mils thick butyl splicing compound with removable liner.

Heat-shrink tubing must comply with the following:

1. Be medium or heavy wall thickness, irradiated polyolefin tubing with an adhesive mastic inner wall.
2. Before contraction, minimum wall thickness must be 40 mils.
3. Comply with requirements for extruded insulated tubing at 600 V(ac) in UL Standard 468D and ANSI C119.1, and the requirements shown in the following table:

Heat-Shrink Tubing Requirements

Shrinkage ratio	33 percent, maximum, of supplied diameter when heated to 125 °C and allowed to cool to 25 °C
Dielectric strength	350 kV per inch, minimum
Resistivity	25 ¹³ Ω per inch, minimum
Tensile strength	2,000 psi, minimum
Operating temperature	-40 °C to 90 °C (135 °C in emergency)
Water absorption	0.5 percent, maximum

Insulate splices using "Heat-shrink tubing" by performing the following:

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1. Completely cover the splice area with electrical insulating coating and allow to dry.
2. Heat as recommended by the manufacturer. Do not perform open-flame heating.
3. When heated, the inner wall must melt and fill crevices and interstices of the covered object and the outer wall must shrink to form a waterproof insulation.
4. After contraction, each end of the heat-shrink tubing or the open end of end cap of heat-shrink tubing must overlap the conductor insulation at least 1-1/2 inches.
5. If 3 or more conductors are to be enclosed in 1 splice, place mastic around each conductor before placing inside tubing. Use mastic type recommended by heat-shrink tubing manufacturer.
6. Cover entire splice with electrical insulating coating and allow to dry.

Insulate splices using "Method B" by performing the following:

1. Completely cover the splice area with electrical insulating coating and allow to dry.
2. Apply 2 layers of electrical insulating pad with a minimum thickness of 1/8 inch each layer or 2 layers of half lapped low voltage tape.
3. Apply 3 layers of half lapped polyvinyl chloride tape.
4. Cover entire splice with electrical insulating coating and allow to dry.

Use at least 2 thicknesses of electrical insulating pad. Apply pad to splice as recommended by the manufacturer.

Section 86-2.09F Fused Splice Connectors

Install a fused disconnect splice connector in each ungrounded conductor, between the line and the ballast, in the pull box adjacent to each luminaire. Connector must be accessible in the pull box.

For 240 and 480 V(ac) circuits, each connector must simultaneously disconnect both ungrounded conductors. Connector must not have exposed metal parts except for the head of the stainless steel assembly screw. Recess the head of the stainless steel assembly screw a minimum of 1/32 inch below the top of the plastic boss that surrounds the head.

Splice connector must protect the fuse from water or weather damage. Contact between the fuse and fuseholder must be spring loaded. Splice connector terminals must be:

1. Rigidly crimped, using a tool recommended by the manufacturer of the fused splice connector, onto ungrounded conductors
2. Insulated
3. Watertight

Fuses must be standard midget ferrule type, with "Non-Time-Delay" feature, and 13/32 by 1-1/2 inches.

SECTION 86-2.10 BONDING AND GROUNDING

Secure all metallic components, mechanically and electrically, to form a continuous system that is effectively grounded.

Bonding jumper must be copper wire or copper braid of the same cross sectional area as a No. 8 or larger to match the load. Equipment grounding conductors must be color coded as specified in NEC or be bare.

Attach bonding jumper to the standard as shown in the following table:

Bonding Jumper Attachment

Standard type	Requirements
Standard with handhole and traffic pull box lid cover	Use UL-listed lug and 3/16-inch diameter or larger brass or bronze bolt. Run a jumper to the conduit or bonding wire in adjacent pull box. Grounding jumper must be visible after the standard is installed and mortar pad is placed on foundation.
Standard without handhole	Use UL-listed ground clamp on each anchor bolt.
Slip base standard	Use UL-listed ground clamp on each anchor bolt or attach UL-listed lug to bottom slip base plate with 3/16-inch diameter or larger brass or bronze bolt.

Ground 1 side of the secondary circuit of step-down transformer.

Ground metal conduit, service equipment, and grounded conductor at the service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

Equipment bonding and grounding conductors are required in conduits. Run a No. 8 minimum bare copper wire continuously in a conduit system. The bonding wire must be sized as specified in the NEC.

Ground electrode must be:

1. 1 piece
2. 10-foot minimum length of one of the following:
 - 2.1. Galvanized steel rod or pipe not less than 3/4 inch in diameter
 - 2.2. Copper clad steel rod not less than 5/8 inch in diameter
3. Installed as specified in NEC
4. Bonded to service equipment using one of the following:
 - 4.1. Ground clamp
 - 4.2. Exothermic weld
 - 4.3. No. 6 or larger copper conductor

On wood pole, metallic equipment mounted less than 8 feet above ground surface must be grounded.

Bond metallic conduit in nonmetallic pull box using bonding bushing or bonding jumper.

Bond metallic conduit in metal pull box using bonding bushings and bonding jumpers connected to bonding wire running in the conduit system.

SECTION 86-4 TRAFFIC SIGNAL FACES AND FITTINGS

Section 86-4.01 VEHICLE SIGNAL FACES

Each vehicle signal face must:

1. Be adjustable and allow for 360-degree rotation about the vertical axis
2. Comply with ITE publication ST-017B, "Vehicle Traffic Control Signal Heads"
3. Comply with California Test 604, except for arrow and "X" faces
4. Have 3 sections arranged vertically: red at top, yellow at center, and green at bottom
5. Be of the same manufacturer and material, if more than 1 is installed at an intersection, except for programmed visibility type

6. Be sealed with neoprene gasket at top opening

Section 86-4.01A Signal Sections

Each signal section must comply with the following:

1. Maximum height must be 10-1/4 inches for an 8-inch section and 14-3/4 inches for a 12-inch section.
2. Housing must:
 - 2.1. Be either die-cast or permanent mold-cast aluminum, or if specified, be structural plastic.
 - 2.2. Comply with ITE publication ST-017B if die-cast or permanent mold-cast aluminum is used.
 - 2.3. Have a 1-piece, hinged, square-shaped door designed to allow access for relamping without the use of tools. Door must be secured to hold the door closed during loading tests. Module or lens must be watertight and mounted in the door.
3. Hinge pins, door latching devices, and other exposed hardware must be Type 304/304L or 305 stainless steel. Interior screws and fittings must be stainless steel or steel with a corrosion resistant plating or coating.
4. Opening must be placed on the top and bottom to receive 1-1/2-inch pipe. The 8- and 12-inch sections of an individual manufacturer must be capable of joining to form a signal face in any combination. This interchangeability is not required between metal and plastic sections.
5. Gaskets must be made of a material not affected if installed in a section with metal or plastic housing that is continuously operated for 336 hours.
6. Use LED modules.

Description of structural failure and the requirements for signal sections are shown in the following table:

Signal Section Structural Failure

Signal section type	Requirements	Description of structural failure
Metal	California Test 666	Fracture within housing assembly or deflection of more than half the lens diameter of signal section during wind load test
Plastic	California Test 605	Fracture within housing assembly or deflection of more than 10 degrees in either the vertical or horizontal plane after wind load has been removed from front of signal face, or deflection of more than 6 degrees in either the vertical or horizontal plane after wind load has been removed from back of signal face

a) Section 86-4.01A(1) Metal Signal Sections

Each metal signal section must have a metal visor. Metal signal faces requiring backplates must have metal backplates.

b) Section 86-4.01A(2) Plastic Signal Sections

Housing must be molded in 1 piece or fabricated from 2 or more pieces and joined into a single piece. Plastic must have ultraviolet stability and be self extinguishing. Housing and door must be colored throughout and be black matching color no. 17038, 27038, or 37038 of FED-STD-595.

Each face section must be joined to adjacent section by one of the following:

1. Minimum of 3 machine screws for 8-inch sections and 4 machine screws for 12-inch sections, installed through holes near front and back of housing. Each screw must be a No. 10 and have a nut, flat washer, and lock washer.
2. Two machine screws, each with a nut, flat washer, and lock washer, installed through holes near the front of the housing, and a fastening through the 1-1/2-inch pipe opening. Fastening must have 2 large flat washers to

distribute the load around the pipe opening and 3 carriage bolts, each with a nut and lock washer. Minimum screw size must be No. 10. Minimum carriage bolt size must be 1/4 inch.

Supporting section of each signal face supported only at the top or bottom must have reinforcement.

Reinforcement plate must be either sheet aluminum, galvanized steel, or cast aluminum. Each plate must be a minimum of 0.11 inch thick and have a hole concentric with a 1-1/2-inch pipe-mounting hole in the housing. Place reinforcement plate as shown in the following table:

Reinforcement Plate Placement

Type of reinforcement plate	Placement
Sheet aluminum	Inside and outside of housing
Galvanized steel	Inside of housing
Cast aluminum	Outside of housing

Reinforcement plates placed outside of the housing must be finished to match the signal housing color and be designed to allow a proper serrated coupling between the signal face and the mounting hardware. A minimum of 3 No. 10 machine screws must be installed through holes in each plate and matching holes in the housing. Each screw must have a round or binder head, a nut, and lock washer.

If signal face is supported by a Type MAS side attachment slip fitter inserted between 2 sections, place spacers between the 2 sections. Vertical dimension of spacers must allow proper seating of serrations between the slip fitter and the 2 sections. In addition to the fastening through the large openings in the housing, the 2 sections must join with at least 2 machine screws through holes near the front of the housing and the spacers and through matching holes in a reinforcing plate installed in the housing. Machine screws must be No. 10 minimum size. Spacers must be made of the same material as the signal housing.

If reinforcing webs are used to connect the back of the housing to the top, bottom, and sides, reinforcing plates are not required.

Holes for machine screws must be either cast or drilled during signal section fabrication. Surround each hole with a 1/8-inch-minimum-width boss to allow contact between signal sections about the axis of the hole.

Each plastic signal section must have a plastic or metal visor. Plastic signal faces requiring backplates must have plastic backplates.

Serrated nylon washer must be inserted between each plastic signal section and metal mounting assembly. Each washer must be between 3/16 and 1/4 inch thick. Serrations must match those on the signal section and the mounting assembly.

Section 86-4.01B Electrical Components

Conductors must be connected to a terminal block mounted inside, at the back of housing. Terminal block must have enough screw type terminals or NEMA type tab connectors to end all field and module or lamp conductors independently. Permanently identify terminal with field conductors attached or color code conductors to facilitate field wiring.

Section 86-4.01C Visors

Include a removable visor with each signal section. Comply with ITE publication ST-017B. Visors are classified by lens enclosure as (1) full circle, (2) tunnel, or (3) cap type. The bottom opens for tunnel type and both, the bottom and the lower sides open for cap type. Unless specified, visors must be tunnel type.

Visor must have a downward tilt between 3 and 7 degrees with a length of:

1. 9-1/2-inch minimum for nominal 12-inch round lenses
2. 7 inch for nominal 8-inch round lenses

Metal visor must be formed from 0.050-inch minimum thickness aluminum-alloy sheet.

Plastic visor must be either formed from sheet plastic or assembled from 1 or more injection, rotational, or blow-molded plastic sections. Material must be of a black homogeneous color with lusterless finish. Sections must be joined using thermal, chemical, or ultrasonic bonding, or with aluminum rivets and washers permanently colored to match the visor.

Secure each visor to its door and prevent removal or permanent deformation when the specified wind load in California Tests 605 for plastic visors or 666 for metal visors is applied to its side for 24 hours.

If directional louvers are used, fit louvers snugly into full-circular signal visors. Outside cylinder must be constructed of 0.030-inch nominal thickness, or thicker, sheet steel and vanes must be constructed of 0.016-inch nominal thickness, or thicker, sheet steel, or the cylinder and vanes must be constructed of 5052-H32 aluminum alloy of equal thickness.

Section 86-4.01D Light Emitting Diode Signal Module

Section 86-4.01D(1) General

Section 86-4.01D(1)(a) Summary

This work includes installing LED signal module.

Use LED signal module as the light source for the following traffic signal sections:

1. 8-inch section
2. 12-inch section
3. 12-inch arrow section
4. 12-inch U-turn section
5. 12-inch bicycle section
6. 12-inch PV section
7. 12-inch lane control section

(1) Section 86-4.01D(1)(b) Submittals

Before shipping LED signal modules to the job site, submit the following to METS:

1. Delivery form including Contract number and contact information
2. List containing all LED signal module serial numbers anticipated for use
3. LED signal modules

(2) Section 86-4.01D(1)(c) Quality Control and Assurance

(a) Section 86-4.01D(1)(c)(i) General

Module must be one listed on the Authorized Material List for LED traffic signals.

The Department will test LED signal module shipments as specified in ANSI/ASQ Z1.4. Testing will be completed within 30 days of delivery to METS. LED signal modules tested or submitted for testing must be representative of typical production units. LEDs must be spread evenly across the module. LED arrow indication must provide the minimum initial luminous intensity listed.

LED and circular LED signal modules will be tested as specified in California Test 604. Arrow, U-turn, and bicycle LED signal modules will be tested as specified in California Test 3001. All parameters of the specification may be tested on the modules. Measurements will be performed at the rated operating voltage of 120 V(ac).

Delays resulting from submittal of noncompliant materials do not relieve you from executing the Contract within the allotted time. Noncompliant materials will be rejected. Resubmit new LED for retesting and pick up the failed units within 7 days of notification. Provide new LED signal modules and allow a minimum of 30 days for retesting.

After testing, pick up the tested LED signal modules from METS and deliver to the job site.

c) Section 86-4.01D(2) Materials

(1) Section 86-4.01D(2)(a) General

LED signal module must:

1. Have an operational lifecycle rating of 48 months. During the operational lifecycle, LED signal module must comply with all parameters of this specification.
2. Be a single, self-contained device, designed to be sealed in the door frame of a standard traffic signal housing and comply with ITE publication, Equipment and Material Standards, chapter 2, "Vehicle Traffic Control Signal Heads."
3. Be 4 lb maximum weight.
4. Be from the same manufacturer.
5. Be the same model for each size and type.
6. Be sealed units with:
 - 6.1. 2 color-coded conductors for power connection, except for lane control LED signal modules use 3 color-coded conductors.
 - 6.2. Printed circuit board and power supply contained inside and complying with chapter 1, section 6 of TEES.
 - 6.3. Lens that is:
 - 6.3.1. Integral to the units.
 - 6.3.2. Convex or flat with a smooth outer surface.
 - 6.3.3. Made of UV-stabilized plastic or glass and withstands UV exposure from direct sunlight for 48 months without exhibiting evidence of deterioration.
 - 6.4. 1-piece EPDM gasket.
7. Include 3-foot-long conductors with quick disconnect terminals attached.
8. Be weather tight and connect directly to electrical wiring.
9. Be capable of optical unit replacement.
10. Have manufacturer's name, trademark, model number, serial number, lot number, month and year of manufacture, and required operating characteristics, including rated voltage, power consumption, and volt-ampere, permanently marked on the back of the module.
11. Have a symbol of the module type and color. The symbol must be an inch in diameter. The color must be written out in 0.50-inch-high letters next to the symbol.
12. Be AlInGaP technology for red and yellow indications and gallium nitride technology for green indications.
13. Be ultra bright type rated for 100,000 hours of continuous operation from -40 to +74 degrees C.

Individual LEDs must be wired so catastrophic loss or failure of 1 LED will not result in loss of more than 5 percent of the signal module light output. Failure of an individual LED in a string must not result in loss of an entire string or other indication.

No special tools for installation are allowed.

The symbol for a 12-inch U-turn section is an inverted "U" with an arrow on the left end and is 15/16 inch wide. Approximate shape and size for the U-turn face is as shown.

Approximate shape and size for the 12-inch bicycle section face is as shown.

Lane control section is a combination module with a red X and green arrow. Approximate shape and size for lane control signal face is as shown. Conductor function and color code requirements are shown in the following table:

Conductor Function and Color Code

Function	Color
Neutral	White
Red X	Red
Green arrow	Brown

Minimum power consumption for LED signal module must be 5 W.

Maximum power consumption for LED signal module must be as shown in the following table:

Power Consumption Requirements

LED signal module type	Power consumption (Watts)					
	Red		Yellow		Green	
	25 °C	74 °C	25 °C	74 °C	25 °C	74 °C
8-inch circular	8	13	13	16	12	12
12-inch circular	11	17	22	25	15	15
12-inch arrow	9	12	10	12	11	11
12-inch U-turn	9	12	10	12	11	11
Bicycle	11	17	22	25	15	15
Programmed visibility	11	17	22	25	15	15
Lane control (X)	9	12	--	--	--	--
Lane control (Arrow)	--	--	--	--	11	11

Lens may be tinted or may use transparent film or materials with similar characteristics to enhance "On/Off" contrasts. Tinting or other materials to enhance "On/Off" contrast must not affect chromaticity and must be uniform across the face of the lens.

If polymeric lens is used, surface coating or chemical surface treatment must be applied for front surface abrasion resistance.

The power supply must be integral to the module.

Internal components must be adequately supported to withstand mechanical shock and vibration from high winds and other sources.

Lens and LED signal module material must comply with the ASTM specifications for that material.

Enclosures containing either the power supply or electronic components of LED signal module, except lenses, must be made of UL94VO flame-retardant material.

If a specific mounting orientation is required, the LED signal module must have prominent and permanent vertical markings for accurate indexing and orientation within the signal housing. Markings must include an up arrow, or the word "Up" or "Top."

When operating at 25 degrees C, the LED signal module must meet or exceed the illumination values shown in the following tables:

Minimum Initial Intensities for Circular Indications (cd)

Angle (v,h)	8-inch			12-inch		
	Red	Yellow	Green	Red	Yellow	Green
2.5, ±2.5	157	314	314	399	798	798
2.5, ±7.5	114	228	228	295	589	589
2.5, ±12.5	67	133	133	166	333	333
2.5, ±17.5	29	57	57	90	181	181
7.5, ±2.5	119	238	238	266	532	532
7.5, ±7.5	105	209	209	238	475	475
7.5, ±12.5	76	152	152	171	342	342
7.5, ±17.5	48	95	95	105	209	209
7.5, ±22.5	21	43	43	45	90	90
7.5, ±27.5	12	24	24	19	38	38
12.5, ±2.5	43	86	86	59	119	119
12.5, ±7.5	38	76	76	57	114	114
12.5, ±12.5	33	67	67	52	105	105
12.5, ±17.5	24	48	48	40	81	81
12.5, ±22.5	14	29	29	26	52	52
12.5, ±27.5	10	19	19	19	38	38
17.5, ±2.5	19	38	38	26	52	52
17.5, ±7.5	17	33	33	26	52	52
17.5, ±12.5	12	24	24	26	52	52
17.5, ±17.5	10	19	19	26	52	52
17.5, ±22.5	7	14	14	24	48	48
17.5, ±27.5	5	10	10	19	38	38

Minimum Luminance for [Arrows, U-turn, Bicycle, Lane Control](FL), and Programmed Visibility Indications (cd)

	Red	Yellow	Green
Arrow indication	1,605	3,210	3,210
U-turn indication	1,605	3,210	3,210
Bicycle indication	1,605	1,605	1,605
Lane control indication (X)	1,605	--	--
Lane control indication (Arrow)	--	--	1,605
PV indication at angle v=2.5, h=±2.5	91	91	91

When operating over a temperature range of -40 to +74 degrees C, the LED signal module, except yellow, must meet or exceed the following illumination values for 48 months. When operating at 25 degrees C, the yellow LED signal module must meet or exceed the following illumination values for 48 months:

Minimum Maintained Intensities for Circular Indications (cd)

Angle (v,h)	8-inch			12-inch		
	Red	Yellow	Green	Red	Yellow	Green
2.5, ± 2.5	133	267	267	339	678	678
2.5, ± 7.5	97	194	194	251	501	501
2.5, ± 12.5	57	113	113	141	283	283
2.5, ± 17.5	25	48	48	77	154	154
7.5, ± 2.5	101	202	202	226	452	452
7.5, ± 7.5	89	178	178	202	404	404
7.5, ± 12.5	65	129	129	145	291	291
7.5, ± 17.5	41	81	81	89	178	178
7.5, ± 22.5	18	37	37	38	77	77
7.5, ± 27.5	10	20	20	16	32	32
12.5, ± 2.5	37	73	73	50	101	101
12.5, ± 7.5	32	65	65	48	97	97
12.5, ± 12.5	28	57	57	44	89	89
12.5, ± 17.5	20	41	41	34	69	69
12.5, ± 22.5	12	25	25	22	44	44
12.5, ± 27.5	9	16	16	16	32	32
17.5, ± 2.5	16	32	32	22	44	44
17.5, ± 7.5	14	28	28	22	44	44
17.5, ± 12.5	10	20	20	22	44	44
17.5, ± 17.5	9	16	16	22	44	44
17.5, ± 22.5	6	12	12	20	41	41
17.5, ± 27.5	4	9	9	16	32	32

Minimum Maintained Luminance for [Arrow, U-turn, Bicycle, Lane Control](FL), and Programmed Visibility Indications (cd)

	Red	Yellow	Green
Arrow indication	1,610	3,210	3,210
U-turn indication	1,610	3,210	3,210
Bicycle indication	1,610	1,610	1,610
Lane control indication (X)	1,610	--	--
Lane control indication (Arrow)	--	--	1,610
PV indication at angle $v=2.5$, $h=\pm 2.5$	314	314	314

LED signal module must comply with the chromaticity requirements for 48 months when operating over a temperature range of -40 to +74 degrees C shown in the following table:

Chromaticity Standards (CIE Chart)

Red	Y: not greater than 0.308 or less than 0.998 - X
Yellow	Y: not less than 0.411 nor less than 0.995 - X nor greater than 0.452
Green	Y: not less than 0.506 - 0.519(X) nor less than 0.150 + 1.068(X) nor more than 0.730 - X

LED signal module must operate:

1. At a frequency of 60 ± 3 Hz, over a voltage range from 95 to 135 V(ac), without perceptible flicker to the unaided eye. Fluctuations of line voltage must have no visible effect on luminous intensity of the indications. Rated voltage for measurements must be 120 V(ac).
2. Compatible with currently used controller assemblies, including solid state load switches, flashers, and conflict monitors. Comply with TEES chapters 3 and 6. If a 20 mA alternating current or less is applied to the unit, the voltage read across the 2 leads must be 15 V(ac) or less.

Wiring and terminal block must comply with section 13.02 of ITE publication, Equipment and Material Standards, chapter 2, "Vehicle Traffic Control Signal Heads." Electrical connection for each Type 1 LED signal module must be 2 secured, color-coded, 3-foot-long, 600 V(ac), 20 AWG minimum stranded jacketed copper wires. Wires must comply with NEC, rated for service at +105 degrees C. Three wires must be used for lane control LED signal module.

LED signal module on-board circuitry must:

1. Include voltage surge protection to withstand high-repetition noise transients. The voltage surge protection must comply with NEMA Standard TS2, section 2.1.6.
2. Comply with FCC, title 47, subpart B, section 15 regulations for Class A emission limits for electronic noise.

LED signal module must provide a power factor of 0.90 or greater.

Total harmonic distortion from current and voltage induced into an alternating current power line by LED signal module must not exceed 20 percent at an operating temperature of 25 degrees C.

When power is applied to LED signal module, light emission must occur within 90 ms.

Section 86-4.01E Backplates

Background light must not be visible between the backplate and the signal face or between sections.

Plastic backplates must be either formed from sheet plastic or assembled from extruded, molded, or cast sections. Sections must be factory joined using one of the following:

1. Appropriate solvent cement
2. Aluminum rivets and washers painted or permanently colored to match backplate
3. No. 10 machine screws with washers, lock washers, and nuts, painted to match backplate

Backplate material must be of black homogeneous color with a lusterless finish. Secure each plastic backplate to the plastic signal face in a manner that prevents its removal or permanent deformation when the wind-load test is applied to either the front or back of the signal face. Permanent deformation of any portion of the backplate must not exceed 5 degrees forward or backward after wind loading is applied for 24 hours.

If plastic backplate requires field assembly, join with at least 4 No. 10 machine screws at each field-assembled joint. Each machine screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and either a locking nut or a nut and lockwasher. Machine screws, nuts, and washers must be stainless steel or steel with a zinc or black-oxide finish.

If a metal backplate has 2 or more sections, fasten sections with rivets or aluminum bolts peened after assembly

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to avoid loosening.

Instead of the screws shown, you may use self-threading No. 10 steel screws to fasten plastic backplates to plastic signal face. Each screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and is stainless steel or steel with a zinc or black-oxide finish.

SECTION 86-4.04 PEDESTRIAN SIGNAL MOUNTING ASSEMBLIES

Signal mounting assembly must include:

1. 1-1/2-inch standard steel pipe or galvanized conduit
2. Pipe fitting made of ductile iron, galvanized steel, aluminum alloy Type AC-84B no. 380, or bronze
3. Mast arm and post top slip fitters and terminal compartments made of cast bronze or hot-dip galvanized ductile iron

After installation, clean and paint exposed threads of the galvanized conduit brackets and bracket areas damaged by a wrench or vise jaws. Use a wire brush to clean and apply 2 coats of authorized unthinned zinc-rich primer, organic vehicle type. Do not use aerosol can.

Fit each terminal compartment with a terminal block having a minimum of 12 positions, each with 2 screw-type terminals. Each terminal must accommodate at least five no. 14 conductors. Include a cover on the compartment for ready access to the terminal block. The terminal compartment used to bracket-mount signals must be bolted securely to a pole or standard.

The horizontal dimension of mounting assembly members between vertical centerline of the terminal compartment or slip fitter and the vertical centerline of each signal face must not exceed 11 inches, except where required for proper signal face alignment or to allow programming of programmed visibility signal faces.

Mounting assembly members must be plumb or level, symmetrically arranged, and securely assembled.

Mounting assembly must be watertight and free of sharp edges or protrusions that might damage conductor insulation. Include positive-locking serrated fittings that, if mated with similar fittings on signal faces, will prevent faces from rotating.

Orient each mounting assembly to allow maximum horizontal clearance to the adjacent roadway.

Use a slip fitter for post-top mounting of signals. Fit slip fitter over a 4-1/2-inch-outside-diameter pipe or tapered standard end. Include cadmium-plated steel set screws. Include an integral terminal compartment for each slip-fitter used to post-top mount signals with brackets.

For Type SV-1-T mountings with 5 sections and SV-2-TD mountings, bolt the mountings to the standard through the upper pipe fitting as shown for bolting the terminal compartment.

Do not install signal faces at an intersection until all other signal equipment, including complete controller assembly is in place and ready for operation. You may mount signal faces if covered or not directed toward traffic.

SECTION 86-5.02 PEDESTRIAN PUSH BUTTON ASSEMBLIES

Housing must be either die-cast or permanent mold-cast aluminum. Assembly must be rainproof and shockproof in any weather condition.

The switch must be a single-pole, double-throw switching unit with screw-type terminals rated 15 A at 125 V(ac), and must have:

1. Plunger actuator and a U frame to allow recessed mounting in the push button housing
2. Operating force of 3.5 lb
3. 1/64-inch maximum pre-travel
4. 7/32-inch minimum over-travel
5. 0.0004- to 0.002-inch differential travel
6. 2-inch-minimum-diameter actuator

Wherever a pedestrian push button is attached to a pole, shape the housing to fit the pole curvature and secure. Include saddles to make a neat fit if needed.

Wherever a pedestrian push button is mounted on top of a 2-1/2-inch-diameter post, fit the housing with a slip-fitter and use screws for securing rigidly to post.

Pedestrian push button signs must be porcelain-enameled metal or structural plastic.

Install the push button and the sign on the crosswalk side of the pole.

Point arrows on the push button signs in the same direction as the corresponding crosswalk.

Attach the sign on a Type B push button assembly.

For Type C pedestrian push button assembly, mount the instruction sign on the same standard as the push button assembly, using 2 straps and saddle brackets. Straps and saddle brackets must be corrosion-resisting chromium nickel steel and comply with ASTM A 167, Type 302B. Theftproof bolts must be stainless steel with a chromium content of 17 percent and a nickel content of 8 percent.

LED STREET LIGHTING SYSTEM MATERIALS

Light Emitting Diode (LED) Luminaire.

General.

This specification sets forth the requirements for a GE Evolve LED Series Roadway

Scalable Cobrahead Guideform, or approved equal, that provides an advanced LED optical system, high uniformity, glare control, improved vertical light distribution, and reduced light trespass for effective Roadway Lighting.

Optical System Requirements.

Each scaled optical assembly shall be a fixture sub-assembly and be comprised of a precision reflector system that is metallic coated with a reflective automotive grade material containing a long life finish designed to last the life of the fixture without corroding, peeling or fading under normal operating conditions and a 16 gauge aluminum clad metal core printed circuit board assembly, designed to operate as a class I circuit. LED's shall be surface mounted to the aluminum clad circuit board using advanced SMT manufacturing processes. The circuit board shall be attached to a machined surface on the precision casting so as to maximize heat transfer and mechanical adherence over the life of the fixture. Each optical assembly circuit board shall have a maximum of forty LED's that are symmetrically placed on the circuit board to minimize heat buildup of the LED junction and be below suggested junction temperature of the LED manufacturer. On units that contain more than one light engine, there shall be a provision to specify that at least one light engine unit (closest to the electrical cavity) can offer photometry in the house side direction. There shall be a separate, single precision die cast removable bezel to hold a glass lens in place, covering the entire optical enclosure. Each fixture shall contain one single translucent tempered glass lens designed to maximize efficiency of light output and minimize the effect of dirt depreciation. The lens shall have a single long life silicon gasket. The silicon gasket shall be "channeled" so as to form around both sides of the glass lens. There shall be no caulk of any kind used to seal any parts of the fixture optical enclosure for IP65 applications.

PHOTOMETRIC REQUIREMENTS.

The LED Luminaire shall have high brightness LED's, a nominal Correlated Color Temperature (CCT) of 4000 OK and 5000 OK typical binned per ANSI C78.377-2008, a typical Color Rendering Index (CRI) ~ 70, an IESNA TM-15 UUUH rating of 0, , and a minimum initial Luminaire Efficacy ~ 74 lm/V with a typical at 80 lm/V depending on CCT.

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LED Photometric Configuration - Traffic Signals & Safety Lights

Type III ERS20H3D15502GRAY 5000 LED Color Temp 13400 Lumens 138 Watts

700-4.9.4 Electrical System Requirements.

The LED Luminaire shall have:

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- a) Off-state power draw of 0 watts (excluding PE or remote control devices)
 - b) 7-prong locking ANSI C136.41 photocell receptacle with tool-less orientation.
 - c) A minimum system power factor of .90 tested and specified at 120v input and maximum load conditions.
 - d) Maximum THD < 20% tested and specified at 120v input and maximum load conditions
 - e) Nominal LED forward current of 525 mA as the standard with options for 350mA and 700mA typical.
 - f) Operating temperature range of -40° C to 50° C.
 - g) UL Class 1 power supply units (i.e. drivers) operating in DC constant current mode
 - h) Drivers shall be pre-wired to the light engine and have a "quick pinch" disconnect from the power door.
 - i) Mode supplying DC forward current for LED operation (no pulsed operation allowed)
 - j) EMI compliance with FCC 47 CFR Part 15 Class A.
 - k) Class A sound rating.
 - l) The luminaire shall contain the factory-installed driver supplied with the light engine.
 - m) The light engine assembly and housing shall be from the same manufacturer.
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- n) The drivers shall reliably start and operate the light engine at ambient temperatures from -40°C to 50°C

Surge Protection:

- a) For the 120-277 VAC single phase luminaire, the standard protection for the electrical system shall survive 120 repetitive surge events of "82" (82 - 4kV/1 .2 x 50uS, 2kA18 x 20uS) waveforms at 1 minute or less intervals. 82 waveforms are as defined in IEEE/ANSI C62.41 .-1991 , Scenario 1 Location Category 82. Events shall be 5 of each phase/polarity (45, 90, 270 - Positive, 90, 225, 270 - Negative) and mode (L 1-L2, L 1-G, L2-G, L 1/L2-G).
- b) Alternate High Capacity Surge Protection for 120-277 VAC single phase luminaire electrical system protection:
 - 1) Shall survive 120 repetitive surge events of "C2" (C2- 1 OkV/1 .2 x 50uS, 5kA18 x 20uS) waveforms at 1 minute or less intervals. C2 waveforms are as defined in IEEE/ANSI C62.41.-1991, Scenario 1 Location Category C2. Events shall be 5 of each phase/polarity (45, 90, 270 - Positive, 90, 225, 270 - Negative) and mode (L 1-L2, L 1-G, L2-G, L 1/L2-G).
 - 2) It shall also survive 5,000 repetitive surge events of "C-Low" (C-Low - 6kV/1 .2 x 50uS, 3kA18 x 20uS) waveforms at 1 minute or less intervals. C-low waveforms are as defined in IEEE/ANSI C62.41.2-2002, Scenario 1 Location Category Clow. Events shall be 5 of each phase/polarity (45, 90, 270 - Positive, 90, 225, 270 - Negative) and mode (L 1-L2, L 1-G, L2-G, L 1/L2-G).

"Power Door" Assembly:

- c) The fixture shall have a precision die-cast aluminum "power door"
- d) The fixture assembly for the door shall have a threaded screw that can be tightened to bind the door against the main fixture casting for positive door closure. The screw can have a slotted hex head or a slotted, knurled (toolless) head to allow for screwing and unscrewing.
- e) There shall be a secondary retention latch to avoid the power door from dropping down once the screw is backed out but prior to the operator/installer needing the door open. The latch can be easily pushed by the operator/installer to allow the power door to swing down.
- f) Shall contain hinge latches that do not require any tools to remove from the fixture.
- g) Warranty shall not be affected by opening the power door and/or accessing the

electrical cavity.

h) Shall have all of the needed electrical and electronic components for the fixture attached to it with quick disconnect connectors that can be squeezed and pulled apart. The exception to this is for the high capacity surge protection which will be inside the cavity due to the size.

i) Shall be able to accommodate GE supplied or third party supplied "control" modules.

j) Electrical Cavity

k) The electrical cavity shall use only copper wire within the fixture, but be able to accommodate aluminum field wiring.

l) Harness and wiring insulation shall be AWM rated for 125°C and 600 Volt.

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m) The terminal block shall be "lineman friendly" and angled within the electrical cavity so as to allow for easy wire connections.

n) The terminal block shall accommodate AWG 8-16 gauge CU wire and up to AWG 6 gauge AL wire.

o) Shall be able to accommodate GE supplied or third party supplied "control" modules.

700-4.9.5 Mechanical Requirements.

The LED Luminaire shall be comprised of precision die-cast aluminum housing, scaled to the appropriate wattage and lumen requirement output with an ERS 1 or 2 scaled fixture. The housing construction will incorporate heat sink fins that are integrally cast with the housing to maximize heat transfer and minimize thermal impacts of environmental conditions such as debris-clogged fins. The luminaire shall meet ANSI 2G vibration standards with an option to meet 3G vibration standards. Slip fitter in the housing shall contain two-bolt single piece clamp fastening for the ERS1 and ERS2 fixtures and four-bolt single piece clamp fastening for the ERS3 and ERS4 fixtures which do not pass through the housing and tighten from the arm directly to mount on 1.66" to 2.375" Ø .0. horizontal tenons, and provide +/- 5 degrees of tilt adjustment.

The fixture shall not be greater than:

a) 27 in x 15.25 in x 6.5 in (L x W x H) 1 and 2 scaled optical assemblies.

The effective Projected Area (EPA) shall not to exceed 0.5 for ERS1 or 0.7 for ERS2 square foot maximum. Total product weight for the ERS 1 or 2 shall be less than or equal to the pounds per the list below:

b) ERS1: 24.5 lbs. (20.4-24.5 lbs)

c) ERS2: 28.5 lbs (24.5-28.5 lbs)

Performance.

The LED performance shall be independently verified from the LED manufacturer. Verification shall include lumen output, life and color properties. CCT and CRI and shall be tested and measured in accordance with LM-79. Lumen depreciation data shall be measured in accordance with LM-80. Lumen Maintenance projections shall not exceed 6X of the available system-level lumen depreciation test data. Maintain a normal operation temperature from -40°C to 50°C. Substitution of a non-approved driver shall result in void of warranty. System shall be rated at L85/S50 for no less than 50,000hrs. LED module(s)/array(s) shall deliver at least 85% of initial lumens, when installed for a minimum of 50,000 hours.

Measurement / Performance / Safety Standards.

1) LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products

2) LM-80-08 Approved Method: Measuring Lumen Maintenance of LED Light Sources

3) Luminaire is UL Listed to UL 1598

4) LM-79 tests and reports shall be available and be performed in accordance with IESNA standards.

5) Shall be UUL listed, suitable for wet locations

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6) Shall be IP 65 rated optical enclosure per ANSI C136.25-2009.

7) Shall be RoHS compliant.

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Warranty.

A limited system warranty must be provided for the replacement or repair of the luminaire due to any electrical failure (including light source and or power supplies/drivers) for 10 years.

Payment. Payment shall include full compensation for furnishing and installing the Traffic Signal Poles with Mast Arm and without Mast Arms, the LED Luminaire(s), pedestrian signal heads, and all related components shall be considered as included in the Lump Sum Contract prices for "TRAFFIC SIGNAL POLES with Mast Arm and without Mast Arm" and no additional compensation shall be allowed therefor.

Payment shall include full compensation for furnishing and installing the new LED Traffic Signal Modules on the Signal poles and mast arms as designated on the Signalization plan per the Unit price for each module.

Payment shall include full compensation for Constructing new Traffic Signal Poles footings shall include all work to perform the excavation, provide and place reinforcement and concrete, together with anchor bolts for the Lump Sum for each new signal pole.

Payment shall include full compensation for furnishing all materials and labor for installation of electrical conduit, pull boxes, signalization wiring shall be per the Lump Sum price for each item of work.

Payment shall include full compensation for furnishing all materials and labor for removal and reinstallation of new pedestrian button pedestals per the Lump Sum for pedestrian cross walk button poles as specified on the plans.

Payment shall include full compensation for furnishing all materials and labor for the removal of existing traffic signal pull boxes and abandoning of existing electrical conduit and wiring shall be included in the Lump Sum price for "Removal of existing Traffic Signal Boxes and abandon electric conduit."

Payment for furnishing all materials and labor for the testing electrical wiring of the completed traffic signal system shall be included in the various items of work associated with the traffic signal installation.

Payment for furnishing, installing, maintaining, and removing falsework lighting equipment is included in the payment for the items of work involved in the structure that requires the falsework lighting.

13-27. Traffic Signal Control Facilities. This work will consist of modifying the existing traffic signal facility to use a GRIDSMART Bell video camera mounted on a mast arm and connected it to the GRIDSMART controller in the existing traffic control cabinet with a CAT6 cable. The installer shall program and test the video system to coordinate the new traffic signal system.

Payment. The price paid for the Lump Sum item for "The GRIDSMART video camera and processor" traffic signal control system shall include full compensation for furnishing all labor, materials, tools, equipment, testing, and incidentals, and for doing all the work involved in installing the GRIDSMART system.

The price paid for the Lump Sum item for "Test new Traffic Signal System" shall include full compensation for furnishing all labor, materials, tools, equipment, testing and incidentals, for doing all the work involved in the testing and calibration of the new GRIDSMART Signal control system.

13-28. Performing Work during Night hours.

THE BASICS

The MUTCD states that a responsible person must decide what the PPE requirements are and that high visibility safety apparel have an ANSI 107-99 label in it. For the contractor, their IIPP will dictate.

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The current standard being applied is ANSI 107-99 and it is broken down into three distinct classes, which are based on the amount of retroreflective material included in the vest or ensemble:

- Class I – a vest only, normally with two vertical retroreflective stripes on either side of the shoulder that goes up the front and down the back of the vest.
- Class II – a vest only, normally with the same two vertical retroreflective stripes and adds a horizontal stripe around the torso normally near the waistline. (This is the current standard for everyone for night work!)
- Class III – this is normally an ensemble that includes a Class II vest and pants with retroreflective stripes around the leg below the knee. Other Class III garments include jackets and short sleeved shirt vests (which can be worn over another shirt) with retroreflective striping on the sleeves.

Whatever garment you or the contractor chooses to wear, it should be clean and in good condition and per CSO 1598 the retroreflective material shall be visible at a minimum of 1000 feet. If you note anyone with a garment in poor condition that does not meet this standard, ask them to replace the garment immediately.

AGENCY AND INSPECTION PERSONNEL

The requirements/options are:

The new ANSI 107-99 Class III ensemble of the green Class II vest and green pants is the new standard.

- White coveralls are still an option, but not in foggy or snow conditions.
- Safety glasses are mandatory.
- The Caltrans approved rain jacket may be worn in lieu of the vest and should be worn in place of white clothing in either foggy or snow conditions.
-

CONTRACTOR PERSONNEL

This will be discussed as part of the Pre-Job checklist. At the minimum, all contractor personnel must wear a Class II reflectorized vest with a horizontal stripe around the torso per CSO 1598 (for all personnel) and CSO 1599 (for flaggers).

NIGHT WORK BASICS

LIGHTING

The key issue facing you at night will be ensuring that the contractor provides sufficient light for the work areas. The current requirement per CSO 1523 is 10 foot candles, which will normally be achieved with light plants or balloon lights. For reference, a street luminaire or vehicle headlights on a low beam setting provide only 2-4 foot candles.

The bottom line for lighting is simple, the contractor will provide lighting for all operations, no exceptions are to be made. Any contractor personnel working outside the lights will be directed to return to a lighted area or the operation shall be stopped.

Lighting small mobile operations is the biggest challenge faced by the contractor and it is the contractors responsibility to make a good faith effort to meet the CSO requirements. Each of the cases below will require the contractor to make additional effort to ensure the safety of their personnel. These operations include:

- Saw-cutting with a following sweeper
- Grade setter

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- Striping layout
- AC dump man
- Dig out operations, where ground personnel come in behind the grinder to clean up the dig out

CONTRACTOR WORK VEHICLES AND EQUIPMENT

A secondary issue not currently formally covered under any Caltrans specifications deals with contractor work vehicles. At times, the contractor may hire personnel using their personal vehicles to complete tasks for the contractor and this vehicle will probably not have any signage or additional safety lighting (such as a rotating beacon). However, having a vehicle with no other identification or safety lighting traveling through your lane closure has a potential to confuse the public such that someone may choose to “follow the leader” and jump into your closure to get around a vehicle because they saw an unmarked vehicle traveling through the closure. If this situation occurs on your job, you should ask that the contractor ensure that all work vehicles have a rotating beacon on them.

All contractor work vehicles, this includes heavy equipment, backhoes, trenching machines, etc. are required by the CSO's are required to have two working headlights and taillights, respectively. Vehicles without appropriate lighting should be kept from working until they are brought into CSO compliance.

All work vehicles subject to registration (i.e. 10 wheel dumps or tractor trailers) are required to have at least a single white back up light per CVC 24606. This is especially important for backing operations for 10 wheel dump trucks.

CSO 1592, Warning Methods, mandates a signaler be used for backing operations where there are high ambient noise or congested conditions. Due to limited visibility at night, a signaler should be mandated for all backing operations.

Any stockpiles or contractor equipment parked in the 15 foot construction area clear recovery zone in an area outside the active lighted work zone should be delineated with cones. Where possible, ensure stockpiles or contractor equipment is parked outside the construction clear recovery zone.

MAINTAINING TRAFFIC SSP

The Maintaining Traffic SSP has a standard requirement that no contractor personal vehicles be parked within the State right-of-way. This needs to be rigidly enforced at night to ensure the public is not confused by private vehicles parked and/or moving in and out of the work zone.

TRAFFIC CONTROL AND FLAGGERS

Getting this right takes effort from the contractor, there are more items that need to be addressed here than in any other inspectable task that will normally go on at night.

The following list of items should all be routinely checked as part of traffic control:

- Flagger stations – shall be illuminated and shall be visible from 1000 feet. If slow flaggers are to be used, remind them that they must stay in the lighted area, they cannot walk with the end of queue as they would during a daylight operation.
- Glare – you will need to drive through the work zone in both directions looking at the light plants and the potential for glare affecting driver vision. PCMS boards need to be dimmed appropriately to reduce this condition.
- PCMS – These are one of your most important tools for a night work and there are a series of items you need to check to ensure they are being used properly:
 - o Ensure you drive through the work zone at highway speeds and that you can read all the messages on the board.
 - o Ensure the board is angled for maximum visibility and is set at the appropriate height (1.5 m above OG NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

for rural areas, 2.1 m above OG for urban areas.

- o If the board is to be left in place after the shift is complete, ensure it is turned off and the message face is turned 90 degrees, such that it is aligned parallel to traffic flow.
- o Check the board for legibility, the minimum distance that you should be able to read the message from is 750 feet and the PCMS board should have a corresponding letter height of approximately 18 inches to meet this requirement.
- o Per the CA MUTCD, if the PCMS board is within 15 feet of the edge of traveled way it is to be delineated with a 9 cone taper set at a spacing of 25 feet apart.

Lane shifts - Ensure that the lane shifts/drop tapers are set at the appropriate length. It is important that drivers have time to make the lane change.

Signs - All signs, both permanent and temporary shall conform to the Standard Plans and Specifications and SSP requirements. They must be retroreflective (this means a retroreflective background). Paper signs with retroreflective lettering are not legal and should immediately be removed from the job site.

Road work ahead rag sign - These must have a flashing beacon with 12 inch lens installed. Check this periodically during the shift to ensure it is still flashing at an appropriate rate.

Cones/Channelizers/Delineators - Ensure these are in good condition, per the ATSSA "Quality Standards for Work Zone Traffic Control Devices" reference and that they each have appropriate retroreflective material installed.

OTHER SAFETY CONSIDERATIONS

There are other items that you may consider to enhance the safety of your nighttime traffic control zone:

- If you are having issues with rear end collisions at the lane shift/drop or with traffic continually knocking over the cones on the lane drop consider using traffic drums in lieu of cones, especially in high-speed environments. Traffic drums have a higher profile, are more visible, and the public is more reluctant to run into a traffic drum versus a cone. If you choose to use traffic drums, use them for the length of the lane drop, preferably continue them for the first two spots once the lane is closed, then switch back to cones.

PRE-JOB CONFERENCE

It is essential that you thoroughly discuss night work expectations at the pre-job conference with the contractor. Establishing expectations from the very beginning of the job will make it easier to enforce the contract requirements when work is actively taking place. The Pre-Job Safety Checklist used in North Region has a number of night work specific items to help guide your discussions on night work expectations.

5-1.06 SUPERINTENDENCE

- The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.
- When the Contractor is comprised of 2 or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.
- The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.
- Whenever the Contractor or the Contractor's authorized representative is not present on any particular

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part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

- Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

SECTION 5-1.08 INSPECTION

The Engineer shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications, the special provisions and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

SECTION 5-1.12 CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

SECTION 7-1.01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

SECTION 7-1.06 SAFETY AND HEALTH PROVISIONS

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

SECTION 7-1.08 PUBLIC CONVENIENCE

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as extra work as provided in Section 4-1.03D.

SECTION 7-1.09 PUBLIC SAFETY

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City, furnish, erect and maintain those fences, temporary

railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

- The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefore will be made as provided in Section 12-2.02, "Flagging Costs."
- Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense.

SECTION 12-1.01 DESCRIPTION

Attention is directed to Part 6 of the MUTCD and of the MUTCD California Supplement. Nothing in this Section 12 is to be construed as to reduce the minimum standards in these manuals.

SECTION 12-2.01 FLAGGERS

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the MUTCD and of the MUTCD California Supplement. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

SECTION 12-3.03 FLASHING ARROW SIGNS

Flashing arrow signs shall conform to the following legibility requirements.

The minimum legibility distance is the distance at which flashing arrows signs shall be legible at noon on a cloudless day and at night by persons with vision of or corrected to 20/20.

(e) During the hours of darkness, flaggers' stations shall be illuminated such that the flagger will be clearly visible to approaching traffic and flaggers shall be outfitted with reflectorized garments. The retroreflective material shall be visible at a minimum distance of 1,000 feet. The retroreflective clothing, or the retroreflective material added to the clothing, shall have a minimum of one horizontal stripe around the torso. White outer garments with retroreflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets and/or shirts.

PORTABLE CHANGEABLE MESSAGE SIGNS

The message displayed on the sign shall be visible from a distance of cloudless day, by persons with vision of or corrected to 20/20. The sign panel shall be 3-line matrix and shall display not less than 7 characters per line. Sign messages to be displayed shall be as approved by the Engineer.

Payment. The price paid for the Lump Sum Bid Alternate item for "Performing Construction work during night hours" shall include full compensation for furnishing all labor, materials, tools, equipment, testing, and incidentals, and for doing all the work involved in providing traffic control, traffic devices, detours, lighting, worker safety equipment, prevailing wage adjustment, subcontractor compliance with all provisions for working during night hours, and contractor superintendence and no additional compensation will be considered. The Lump Sum price shall be considered as a percentage cost increase of the various items in the project bid schedule and included NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

on progress payment requests as a percentage of Lump Sum bid amount based on the value of the work completed.

13-29. Public Notification

The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, Ukiah High school, Pomolita Junior High school, and Frank Zeek elementary school that access off Low Gap Road will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street access from Orchard Avenue to Brush Street will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted. ***The contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.***

Payment. The price paid for the Lump Sum item for "Public Notification by Contractor" shall include full compensation for furnishing all labor, time and incidentals, and for doing all the work involved in providing public notification of construction schedule, roadway closures, recommended detours

13-30. Residence Foundation.

The residence foundation work shall consist of constructing concrete drilled piers, grade beam cap with foundation supports per the plan details, including reinforcement, forming, per the plans and Section 90 of the concrete Standard Specifications. The existing water, sewer, and gas services shall be located and reconstructed prior to the drilling of the concrete piers, and reconstructed to line and grade which avoid the proposed drilled piers pass under the adjacent retaining wall footing.

Measurement. The foundation work shall include the location of the existing utilities, drilling of piers, reinforcement, concrete placement, temporary support of the existing foundation piers of the residence, grade beam forming, and concrete cantilever pier supports per the plans. The removal and replacement of existing siding shall at the owner's expense.

Payment. The Lump Sum contract price paid for the various elements of "Residence Foundation" shall include full compensation for furnishing all labor, materials including reinforcement, tools, equipment and incidentals, and for doing all the work involved in constructing the foundation per the plans and details. The Lump Sum contract price paid for the various elements of "Residence Foundation" shall include full compensation for furnishing all labor, materials including concrete, reinforcement, forming, tools, equipment and incidentals, and for doing all the work involved in constructing the foundation per the project details. The Contractor will be required to execute a building permit and provide license information for the foundation construction, the City of Ukiah will assist the Contractor with the approval of a building permit.

13-31. Residential Utility Services. The new water services, sanitary sewer laterals, and gas services shall consist of trench excavation, backfill, coordination of utility companies including per details and utility company specifications. The City of Ukiah Water department shall install water services saddle taps and service laterals, and PG&E shall install the gas main tap and service laterals. The Contractor shall be responsible for coordinated with these agencies to install these services.

Measurement. The utility service will be measured by completed services from the tap to the termination point on NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

the private property. The utility service shall include the trench excavation, removal for trench spoils, coordination of utility agencies for installing taps and services, provide and placement of sand bedding of services, provide and placement of compacted structure backfill, water service box, and sewer lateral cleanout per City standard. At the services which are future connections the Contractor shall place cap on the service and place a 36 inch rebar pin at the termination of the pipe.

Payment. The contract price paid per Each utility service for the various items of “Water Service”, “Sewer lateral”, and “Gas service” shall include full compensation for furnishing all labor, materials including, tools, equipment and incidentals, and for doing all the work involved in constructing utility services per the plans and details, together with connecting to the new services to the existing residence's water, sewer, and gas service.

13-32. Recycled Water Main. The recycled water main and related appurtenances shall be constructed in accordance with the Standard Specifications, the City Specifications, the City Standards, the City Standard Plans, and the these Special Provisions.

Pipe: The pipe shall be Polyvinyl Chloride (PVC) unless otherwise specified on the plans. The pipe shall be purple PVC Pipe shall be new pipe labeled recycled water, minimum class 200, or as shown on the plans conforming to the requirements of AWWA C900 “Standard for Polyvinyl Chloride Pressure Pipe, 12 inch for water.

Fittings: Fittings shall be new gray iron or ductile iron fittings conforming to ANSI/AWWA C110/A21.10 compatible with the type and pressure class of the pipe used.

Mechanical joint fittings shall be ductile-iron and shall conform to the latest revision of ANSI/AWWA section C153/A21.53 and shall be compatible with the type and pressure class of pipe used.

Restrained joint fittings shall be ductile iron in accordance with the applicable requirements of ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of the latest revision and shall be compatible with the type of and pressure class of pipe used.

During the installation of this water main the Contractor shall be responsible for the coordination with the public utility agencies with existing underground utilities within the roadway construction zone.

Measurement. The recycled water main will be measured by completed services from the beginning point on Brush Street opposite the easterly right of way projection of the Mazoni Street and along Brush Street, across State Street, and along Low Gap Road approximately 170 feet westerly of State Street to the termination point. The recycled water main shall include the trench excavation, removal for trench spoils, coordination of utility agencies, provide and placement of sand bedding of services, provide and placement of compacted structure backfill, water valves, and blind flange fittings at each end of the main. If the alignment of the new recycled water main conflicts with an existing abandoned 12 inch steel water main the contract price for excavation and installation of the new water main shall include all work necessary for the excavation, removal, and disposal of the existing pipe.

Payment. The contract price paid per lineal foot of “Recycled Water Main purple C-900 PVC” shall include full compensation for furnishing all labor, materials including, fittings, pipe, tools, equipment and incidentals, and for doing all the work involved in constructing recycled water main per the plans and details.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:
No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- o **Proposal (Page 99)**
 - Unit prices filled out clearly
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number

- o **Fair Employment Practices Certification (Page 117)**
 - Filled out completely per instruction

- o **Worker's Compensation Certificate (Page 119)**
 - Filled out completely per instruction

- o **Iran Contracting Act Certification (Page 121)**
 - Filled out completely per instruction

- o **Certification of Non-Discrimination in Employment (Page 123)**
 - Filled out completely per instruction

- o **List of Proposed Subcontractors (Page 125)**
 - Filled out completely per instruction

- o **Statement of Experience (Page 127)**

- o **Signature of Bidder (Page 129)**
 - Filled out completely per instruction
 - Authorized signature provided

- o **Bidder's Bond (Page 131)**
 - Filled out completely per instruction

- o **Non-Collusion Affidavit (Page 133)**
 - Filled out completely per instruction
 - Notarized

- o **Addenda Issued**
 - Signed and Returned

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

North State Street Intersection- Low Gap Road/Brush Street, Storm Drain, & Signalization Improvements

Specification No. 17-02

The undersigned, as bidder, declares that he or she has thoroughly examined 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 the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs as 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

North State Street Intersection – Low Gap Road/Brush Street, Storm Drain, & Signalization Improvements

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1.0	\$ _____	\$ _____
2	Traffic Control	LS	1.0	\$ _____	\$ _____
3	Demolition and Removal of Existing Curb Returns, Sidewalk, Misc. Improvements	LS	1.0	\$ _____	\$ _____
4	Clearing Grubbing of Vegetation	LS	1.0	\$ _____	\$ _____

5	Abandonment of Existing Storm Drain Piping	LS	1.0	\$ _____	\$ _____
6	Removal of Existing Storm Drain Structures	LS	1.0	\$ _____	\$ _____
7(F)	NW Curb Return- Curb & Gutter	LF	63.0	\$ _____	\$ _____
8(F)	NW Curb Return - Sidewalk & ADA Ramp	SF	672.0	\$ _____	\$ _____
9(F)	NW Curb Return - Vertical Curb	LF	47.0	\$ _____	\$ _____
10(F)	NW Corner - Class 2 Aggregate Base	CY	46.0	\$ _____	\$ _____
11(F)	NW Corner - Asphalt Concrete	TON	26.0	\$ _____	\$ _____
12(F)	NE Curb Return- Curb & Gutter	LF	129.0	\$ _____	\$ _____
13(F)	NE Curb Return - Curb Return, ADA Ramp, Sidewalk	SF	711.0	\$ _____	\$ _____
14(F)	NE Corner - Commercial Driveway	SF	175.0	\$ _____	\$ _____
15(F)	NE Corner - Class 2 Aggregate Base	CY	43.0	\$ _____	\$ _____
16(F)	NE Corner - Asphalt Concrete	TON	24.0	\$ _____	\$ _____
17(F)	SE Curb Return- Curb & Gutter,	LF	63.0	\$ _____	\$ _____
18(F)	SE Curb Return - Sidewalk & ADA Ramp	SF	479.0	\$ _____	\$ _____

19(F)	SE Curb Return - Retaining Wall & Guardrail	LF	58.0	\$ _____	\$ _____
20(F)	SE Corner - Class 2 Aggregate Base	CY	58.0	\$ _____	\$ _____
21(F)	SE Corner - Asphalt Concrete	TON	33.0	\$ _____	\$ _____
22(F)	SW Curb Return-Curb & Gutter	LF	37.0	\$ _____	\$ _____
23(F)	SW Curb Return-ADA Ramp, Sidewalk	SF	190.0	\$ _____	\$ _____
24(F)	SW Corner - Class 2 Aggregate Base	CY	5.0	\$ _____	\$ _____
25(F)	SW Corner - Asphalt Concrete	TON	3.0	\$ _____	\$ _____
26	Maintain temporary traffic signal operation during construction	LS	1.0	\$ _____	\$ _____
27	Storm Drain – 12 inch HDPE Connect storm drain to existing Drain Inlet	LF	15.0	\$ _____	\$ _____
28	Storm Drain - 18 inch HDPE	LF	27.0	\$ _____	\$ _____
29	Storm Drain - 18 inch HDPE	LF	70.0	\$ _____	\$ _____
30	Storm Drain - 24 inch HDPE (Sta 1+00 to 4+00	LF	300.0	\$ _____	\$ _____

31	Storm Drain - 24 inch HDPE (Sta 4+00 to 5+87) , for the price per lineal foot of	LF	190.0	\$ _____	\$ _____
32	Storm Drain Inlet #1 - Model 4A	LS	1.0	\$ _____	\$ _____
33	Storm Drain Junction Box #2 - Model JB2424	LS	1.0	\$ _____	\$ _____
34	Storm Drain Inlet #3 - Model 4AC	LS	1.0 LS	\$ _____	\$ _____
35	Storm Drain Inlet #4 - Model 4AC	LS	1.0 LS	\$ _____	\$ _____
36	Storm Drain Inlet #5 - Model 4AC	LS	1.0 LS	\$ _____	\$ _____
37	Storm Drain Inlet #6 - Model 4AC	LS	1.0 LS	\$ _____	\$ _____
38	Storm Drain Junction Box #7 -Model JB3636	LS	1.0 LS	\$ _____	\$ _____
39	Storm Drain Junction Box #8 -Model JB3636	LS	1.0 LS	\$ _____	\$ _____
40	Storm Drain Junction Box #9 -Model JB3636	LS	1.0 LS	\$ _____	\$ _____
41	Storm Drain Inlet #10 - Model JB1818 w/grate & 12 inch HDPE connection to existing Curb Inlet	LS	1.0 LS	\$ _____	\$ _____
42	Removal of Existing Traffic Signal Boxes and abandon electric conduit as needed	LS	1.0 LS	\$ _____	\$ _____
43	Install new Traffic Signal Pull Boxes per plan, adjust existing boxes to grade	LS	1.0 LS	\$ _____	\$ _____

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

44	Install new Traffic Signal Electric Conduit	LS	1.0 LS	\$ _____	\$ _____
45	Install new Traffic Signal Wiring and Signal Control Wiring per Specifications as needed	LS	1.0 LS	\$ _____	\$ _____
46	Remove existing Traffic Signal poles to per plan	LS	1.0 LS	\$ _____	\$ _____
47	Install new Footing for Traffic Signal Pole w/ mast arm per detail	EACH	2.0 Each	\$ _____	\$ _____
48	Provide and install Footing and new Traffic Signal Pole w/o mast arm per plan with pedestrian signal head(s)	EACH	4.0 Each	\$ _____	\$ _____
49	Provide and install new Traffic Signal Pole w/ Mast Arm at the NE corner per plan	EACH	1.0 Each	\$ _____	\$ _____
50	Provide and install new Traffic Signal Pole w/ Mast Arm at the SE corner per plan with pedestrian signal head	EACH	1.0 Each	\$ _____	\$ _____
51	Provide and Install new Traffic Signal Light modules (STANDARD) per plan	EACH	4.0 Each	\$ _____	\$ _____
52	Provide and Install new Traffic Signal Light modules (LEFT TURN ARROW) per plan	EACH	8.0 Each	\$ _____	\$ _____
53	Provide new pedestrian cross walk button poles including footing	LS	1.0 LS	\$ _____	\$ _____
54	Provide and Install Grid Smart Camera on Mast Arm & Control System in Existing Traffic Signal Cabinet	LS	1.0	\$ _____	\$ _____
55	Test new Traffic Signal System	LS	1.0	\$ _____	\$ _____

56	Construct Footing for Quest Mart Sign, relocate sign,& connect to existing electrical pull box	LS	1.0	\$ _____	\$ _____
57	Brush St. - South Side Frontage Excavation and Grading	LS	1.0	\$ _____	\$ _____
58(F)	Brush St- Curb & Gutter	LF	308.0	\$ _____	\$ _____
59(F)	Brush St.- Sidewalk	SF	1,380.0	\$ _____	\$ _____
60(F)	Brush St.- Commercial Driveway (south side)	SF	340.0	\$ _____	\$ _____
61(F)	Brush St. - Retaining Wall	LF	146.0	\$ _____	\$ _____
62(F)	Brush St. - Chain Link Fence on Retaining Wall	LF	260.0	\$ _____	\$ _____
63	Brush St. - Pier Foundation for residence	LS	1.0 LS	\$ _____	\$ _____
64	Brush St. - Sewer Lateral	EACH	3.0 Each	\$ _____	\$ _____
65	Brush St. - Water Service (City of Ukiah)	EACH	2.0 Each	\$ _____	\$ _____
66	Brush St. - Gas Service (PG&E)	EACH	2.0 Each	\$ _____	\$ _____
67	Removal of Existing Structural Section of Brush Street and Prepare Subgrade, for the price per square foot of	SF	14,540.0 SF	\$ _____	\$ _____

68	Provide and place Mirafi 600X Geotextile under new Structural Section (Brush Street)	SY	1,616.0 SY	\$ _____	\$ _____
69	Class 2 Aggregate Base (Brush Street)	CY	539.0 CY	\$ _____	\$ _____
70	5 inch Asphalt Concrete Pavement (Brush Street)	TON	455.0 TON	\$ _____	\$ _____
71	Install 6 inch AC Berm on North Side of Brush Street from end of sidewalk to drain inlet	LF	175.0 LF	\$ _____	\$ _____
72	Removal of Existing Shoulder Structural Section on North State Street and prepare Subgrade	SF	3,600.0	\$ _____	\$ _____
73	Grind Existing Asphalt (North State Street)	SF	19,440.0	\$ _____	\$ _____
74	Provide and place Mirafi 600X Geotextile under new Structural Section (North State Street)	SY	400.0	\$ _____	\$ _____
75	Class 2 Aggregate Base (North State Street)	CY	200.0	\$ _____	\$ _____
76	5 inch Asphalt Concrete Pavement (North State Street)	TON	608.0	\$ _____	\$ _____
77	Grind Existing Asphalt (Low Gap Road)	SF	5,128.0	\$ _____	\$ _____
78	2 inch/4 inch Asphalt Concrete Overlay (Low Gap Road)	TON	96.0	\$ _____	\$ _____

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

79	Adjust Manhole Rims, Valves Boxes, and Utility Vaults to grade	LS	1.0	\$ _____	\$ _____
80	Provide and Install a new traffic rated Utility Vault Frame and Lid in existing Electrical Utility Vault in Brush Street	LS	1.0	\$ _____	\$ _____
81	Place Centerline Double Yellow Striping	LF	650.0	\$ _____	\$ _____
82	Place Lane Buttons and Reflectors	LF	440.0	\$ _____	\$ _____
83	Place White Left Turn Striping	LF	295.0	\$ _____	\$ _____
84	Place Yellow Cross Walk Striping	LS	1.0	\$ _____	\$ _____
85	Place Miscellaneous Lane Arrow Striping	LS	1.0	\$ _____	\$ _____
86	Place White 12 inch STOP BAR	LS	1.0	\$ _____	\$ _____
87	Remove and Relocate Existing Street Sign poles	EACH	2.0	\$ _____	\$ _____
88	Public Noticing of Traffic Control by Contractor	LS	1.0	\$ _____	\$ _____
89	Provide and install Recycled Water Main purple C900 PVC	LF	635	\$ _____	\$ _____

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

TOTAL Base Bid \$ _____

BID ALTERNATE

North State Street Intersection – Low Gap Road/Brush Street, Storm Drain, & Signalization Improvements

1A	Additional cost to perform all work during night hours	LS	1.0	\$ _____	\$ _____
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We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids or to select the base bid plus any additive bid item or combination of additive bid items and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the CITY to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the CITY. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

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

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

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

North State Street Intersection- Low Gap Road/Brush Street, Storm Drain, & Signalization Improvements

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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 California Contractor License Number for each subcontractor, and (c) 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.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

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.

[illegible]

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 July 25, 2017 for **North State Street Intersection-Low Gap Road/Brush Street, Storm Drainage, & Signalization Improvements**

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing **North State Street Intersection- Low Gap Road/Brush Street. Storm Drainage, & Signalization Improvements** by contract, being duly sworn, deposes and says: that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

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

My Commission Expires _____, 20 ____.

CITY OF UKIAH

Mendocino County, California

AGREEMENT

FOR

**NORTH STATE STREET INTERSECTION – LOW GAP ROAD/BRUSH STREET,
STORM DRAINAGE, AND SIGNALIZATION IMPROVEMENTS**

Specification No. 17-02

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 eighty (80) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. 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 NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN, & SIGNALIZATION IMPROVEMENTS

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:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I _____, certify that I am the
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

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:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint ventures, 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)

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 _____
20_____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY:_____(Seal)

_____(Seal)

Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)

Surety

Reproduction of Insurance Services Office, Inc. Form

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES

BEST'S RATING

INSURED

COMPANY
LETTER A
COMPANY
LETTER B
COMPANY
LETTER C
COMPANY
LETTER D
COMPANY
LETTER E

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
(CITY)

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

AUTHORIZED REPRESENTATIVE

SIGNATURE: _____

TITLE: _____

PHONE NO.: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ City of Ukiah (the "City")		Endorsement No. _____ Issue Date: _____
PRODUCER Telephone: (_____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in limits ☐ In addition to limits ☐ Deductible ☐ Self Insured Retention (check which) of \$ _____	
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Aany auto); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date signed: _____	

FOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

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Reproduction of Insurance Services Office, Inc. Form

INSURER:

POLICY NUMBER:

ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY

FORM CG 20 10 11 85 (MODIFIED)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ---- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of
"your work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

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 the
Civil Code.

Signature-Authorized Representative

Address

Phone Number

CG 20 10 11 85 Insurance Services Office, Inc. For (Modified)

APPENDIX “A”

PLAN SHEETS

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

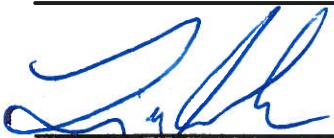
SPECIFICATION NO. 17-02
CITY OF UKIAH, CALIFORNIA

PREPARED BY:



JUNE 2017

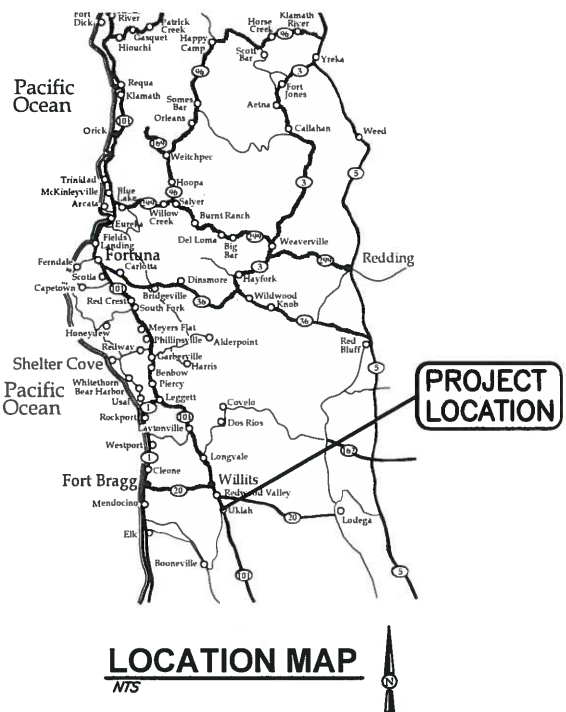
APPROVALS

 June 8, 2017
DATE

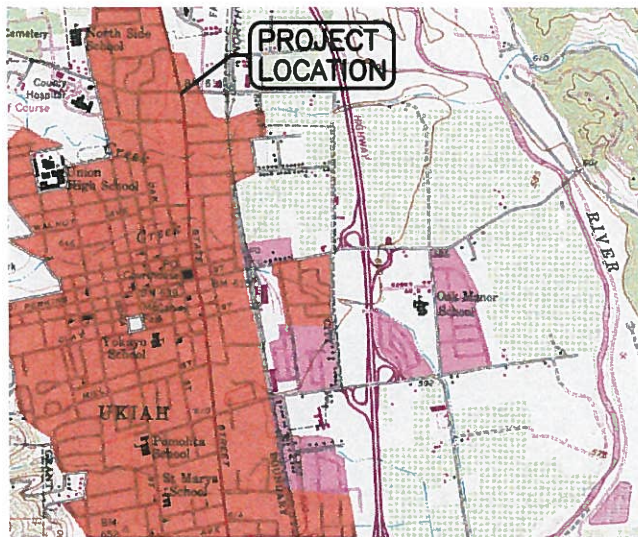
TIM ERIKSEN, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
CITY OF UKIAH

 JUNE 8, 2017
DATE

THOMAS A. HUNT, P.E. C 53327
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.



LOCATION MAP
NTS



VICINITY MAP
NTS

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6	C-3	NORTHEAST CURB RETURN PLAN
7	C-4	SOUTHEAST CURB RETURN PLAN
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26	C-23	RECYCLED WATER PLAN AND PROFILE



SPECIFICATION NO. 17-02

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENG.COM 335 S. MAIN ST. WILLITS, CA. 94901	
TAH	BY
C-22 REVISED C-23 ADDED	REVISION
02/08/2017	DATE
NO.	NO.
DSGN TAH	CHK JGI
DR	APVD
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
COVER	
SHEET G-1	
SEQ 1	
DATE 02/2017	
PROJ. NO. 416056	

ABBREVIATIONS		
A	ABN	— ABANDON
	ABS	— ACRYLONITRILE-BUTADIENE-STYRENE
	AB	— ANCHOR BOLT, AGGREGATE BASE
	AC	— ASPHALTIC CONCRETE
	ACP	— ASBESTOS CEMENT PIPE
	ACI	— AMERICAN CONCRETE INSTITUTE
	ADJ	— ADJUSTABLE
	AGGR	— AGGREGATE
	AISC	— AMERICAN INSTITUTE OF STEEL CONSTRUCTION
	AL	— ALUMINUM
	ALT	— ALTERNATE
	AP	— ANGLE POINT
	APPROX	— APPROXIMATELY
	ARCH	— ARCHITECTURAL
	ASTM	— AMERICAN SOCIETY FOR TESTING & MATERIALS
	AUTO	— AUTOMATIC
	AUX	— AUXILIARY
	AT	— AT
B	BC	— BEGIN CURVE
	BCR	— BEGIN CURB RETURN
	BD	— BOARD
	BF	— BLIND FLANGE
	BFV	— BUTTERFLY VALVE
	BK	— BOOK OR BACK
	BLDG	— BUILDING
	BM	— BENCH MARK, BEAM
	BNP	— BEST MANAGEMENT PRACTICE
	BO	— BLOW OFF
	BOT	— BOTTOM
	BRG	— BEARING
	BTWN	— BETWEEN
	BV	— BALL VALVE
	BVC	— BEGINNING OF VERTICAL CURVE
	BW	— BACK OF WALK
	BWV	— BACKWATER VALVE
C	C	— CHANNEL (STRUCTURAL SHAPE)
	CARV	— COMBINATION AIR AND VACUUM RELEASE VALVE
	CB	— CABLE TELEVISION
	CB	— CATCH BASIN
	CEIL	— CEILING
	CFM	— CUBIC FEET PER MINUTE
	CFS	— CUBIC FEET PER SECOND
	CHEM	— CHEMICAL
	CI	— CAST IRON
	CIP	— CAST IRON PIPE
	C.I.P.	— CAST IN PLACE
	CJ	— CONSTRUCTION JOINT
	CLR	— CLEAR
	CL	— CENTERLINE
	CMP	— CORRUGATED METAL PIPE
	CMU	— CONCRETE MASONRY UNIT
	CTSK	— COUNTERSINK
	CN	— CLEANOUT
	COL	— COLUMN
	CONC	— CONCRETE
	CONT	— CONTINUOUS OR CONTINUED
	COORD	— COORDINATE
	CPLG	— COUPLING
	CRS	— COLD ROLLED STEEL
	CTR	— CENTER
	CTS	— COPPER TUBE SIZE
	CU	— CUBIC
	CU FT	— CUBIC FEET
	CV	— CHECK VALVE
	CW	— COLD WATER
	CY	— CUBIC YARD
D	d	— DEGREE (ANGLE)
	D	— PENNY (NAIL SIZE)
	DB	— STORM DRAIN
	DBL	— DISTRIBUTION BOX
	DBL	— DOUBLE
	DF	— DOUGLAS FIR
	DI	— DROP INLET OR DUCTILE IRON
	DIA	— DIAMETER
	DIAG	— DIAGONAL
	DIM	— DIMENSION
	DIMJ	— DUCTILE IRON MECHANICAL JOINT
	DIP	— DUCTILE IRON PIPE
	DET	— DETAIL
	DWG	— DRAWING
	DW	— DRIVEWAY
E	(E)	— EXISTING
	E	— EASTING OR EAST
	EA	— EACH
	EC	— END CURVE
	ECR	— END CURB RETURN
	EF	— EACH FACE
	EFL	— EFFLUENT
	EG	— EXISTING GRADE/GROUND
	ELB	— ELBOW
	ELEC	— ELECTRIC OR ELECTRICAL
	ELEV	— ELEVATION
	ENGR	— ENGINEER
	EP	— EDGE OF PAVING
	EQ	— EQUAL
	EQUIP	— EQUIPMENT
	ER	— EDGE OF ROAD
	EVC	— END OF VERTICAL CURVE
	EW	— EACH WAY
	EWEF	— EACH WAY, EACH FACE
	EXC	— EXCAVATE
	EXP	— EXPOSED OR EXPANSION
	EXP JT	— EXPANSION JOINT
	EXT	— EXISTING
	EXT	— EXTERIOR
F	F	— FLANGE
	FC	— FLEXIBLE COUPLING OR FACE OF CURB
	FCA	— FLANGED COUPLING ADAPTER
	FD	— FLOOR DRAIN
	FDC	— FIRE DEPARTMENT CONNECTION
	FDN	— FOUNDATION
	FF	— FINISH FLOOR
	FG	— FINISHED GRADE
	FH	— FIRE HYDRANT
	FIG	— FIGURE
	FIN	— FINISH
	FIP	— FEMALE IRON PIPE
	FL	— FLOW LINE
	FLG	— FLANGE
	FLR	— FLOOR
	FLTR	— FILTER
	FO	— FIBER OPTIC
	FOC	— FACE OF CONCRETE
	FT	— FOOT OR FEET
	FT2	— SQUARE FEET
	FT3	— CUBIC FEET
	FTG	— FOOTING
	FUT	— FUTURE

ABBREVIATIONS

G	G	— GAS
	GA	— GAGE
	GALV	— GALVANIZED
	GIP	— GALVANIZED IRON PIPE
	GM	— GAS METER
	GPD	— GALLONS PER DAY
	GPH	— GALLONS PER HOUR
	GPM	— GALLONS PER MINUTE
	GRD	— GRADE OR GROUND
	GSP	— GALVANIZED STEEL PIPE
	GV	— GATE VALVE
	GYP	— GYPSUM
H	HB	— HOSE BIBB
	HDPE	— HIGH DENSITY POLYETHYLENE
	HDR	— HEADER
	HDW	— HARDWARE
	HMA	— HOT MIX ASPHALT
	HOR	— HORIZONTAL
	HP	— HORSEPOWER, HIGH POINT
	HR	— HOUR
	HT	— HEIGHT
	HW	— HOT WATER
	HWR	— HOT WATER RETURN
	HWS	— HOT WATER SUPPLY
I	ID	— INSIDE DIAMETER
	IN	— INCH
	INFL	— INFLUENT
	INSUL	— INSULATE OR INSULATION
	INT	— INTERIOR
	INV	— INVERT
	IPS	— IRON PIPE SIZE
J	JT	— JOINT
	JP	— JOINT POLE
K	KIP	— THOUSAND POUNDS
	KW	— KILOWATT
L	L	— ANGLE (DEGREES)
	L	— ANGLE (STRUCTURAL SHAPE)
	LAT	— LATERAL
	LB	— POUND
	LF	— LINEAR FEET
	LG	— LONG
	LH	— LEFT HAND
	LONG	— LONGITUDINAL
	LP	— LOW POINT
	LPG	— LIQUIFIED PETROLEUM GAS
	LRP	— LEGALLY RESPONSIBLE PARTY
	LR	— LONG RADIUS
	LT	— LEFT
	LVC	— LENGTH OF VERTICAL CURVE
M	MATL	— MATERIAL
	MAX	— MAXIMUM
	MECH	— MECHANICAL
	MF	— MEGA-FLANGE PIPE JOINT
	MFR	— MANUFACTURER
	MGD	— MILLION GALLONS PER DAY
	MH	— MANHOLE
	MIN	— MINIMUM OR MINUTE
	MIP	— MALE IRON PIPE
	MISC	— MISCELLANEOUS
	MJ	— MECHANICAL JOINT
	MNPT	— MALE NATIONAL PIPE THREAD
	MTL	— METAL
	MWS	— MAXIMUM WATER SURFACE
N	(N)	— NEW
	N	— NORTHING OR NORTH
	NC	— NORMALLY CLOSED
	NIC	— NOT IN CONTRACT
	NF	— NON-FREEZE
	NO	— NUMBER OR NORMALLY OPEN
	NOM	— NOMINAL
	NP	— NEW PAVEMENT
	NPT	— NATIONAL PIPE THREAD
	NTS	— NOT TO SCALE
	#	— NUMBER
O	OC	— ON CENTER
	OD	— OUTSIDE DIAMETER
	OG	— ORIGINAL GROUND
	OVFL	— OVERFLOW
	OZ	— OUNCE
	OH	— OVERHEAD
P	PC	— POINT OF CURVE
	PCC	— PORTLAND CEMENT CONCRETE
	PCF	— POUNDS PER CUBIC FOOT
	PE	— PLAIN END
	PERF	— PERFORATED
	PEP	— POLYETHYLENE PIPE
	PI	— POINT OF INTERSECTION
	PL	— PLATE
	PL	— PROPERTY LINE
	PLCS	— PLACES
	PLYWD	— PLYWOOD
	PMP	— PERFORATED METAL PIPE
	POC	— POINT ON CURVE
	POT	— POINT OF TANGENCY, POINT
	PP	— POWER POLE
	PRC	— POINT OF REVERSE CURVE
	PREFAB	— PREFABRICATED
	PRELIM	— PRELIMINARY
	PRESS	— PRESSURE
	PROP	— PROPERTY
	PSF	— POUNDS PER SQUARE FOOT
	PSI	— POUNDS PER SQUARE INCH
	PSIG	— POUNDS PER SQUARE INCH, GAUGE
	PT	— POINT OF TANGENCY, POINT
	PUE	— PUBLIC UTILITY EASEMENT
	PV	— PLUG VALVE
	PVC	— POLYVINYL CHLORIDE PLASTIC
	PVT	— POINT OF VERTICAL INTERSECTION
	PVMT	— PAVEMENT

QTY — QUANTITY

CURVE DATA

R (RADIUS)
 L (LENGTH)
 Δ (DELTA)
 T (TANGENT)

UTILITIES LEGEND

PROPOSED	EXISTING	
		GATE VALVE
		PLUG VALVE
		BALL VALVE
		BUTTERFLY VALVE
		AUTOMATICALLY OPERATED VALVE (P= PNEUMATIC, E= ELECTRIC, S= SOLENOID, H= HYDRAULIC, D= DIAPHRAGM ACTUATOR)
		3-WAY VALVE
		GLOBE VALVE
		ANGLE VALVE
		PRESSURE REGULATING VALVE
		PRESSURE RELIEF VALVE
		CHECK VALVE
		AIR OR VACUUM RELEASE VALVE
		AIR AND VACUUM VALVE
		COMBINATION AIR VALVE
		FLOW METER
		HOSE BIBB (NF= NON-FREEZE)
		REDUCER
		FIRE HYDRANT
		DROP INLET
		MANHOLE
		SEWER CLEAN OUT OR SEWER LATERAL
		UNDERGROUND ELECTRICAL
		OVERHEAD ELECTRICAL
		FIBER OPTIC LINE
		CABLE TELEVISION
		JOINT UTILITIES
		UNDERGROUND TELEMTRY LINE
		OVERHEAD TELEMTRY LINE
		UNDERGROUND TELEPHONE LINE
		OVERHEAD TELEPHONE LINE
		FIRE WATER LINE
		STEAM LINE
		WATER LINE
		SANITARY SEWER LINE
		STORM DRAIN LINE
		GAS LINE
		FORCE MAIN AND DIRECTION OF FLOW
		CULVERT
		POLE MOUNTED ROADWAY LUMINAIRE
		ITEM TO BE REMOVED
		ITEM TO BE ABANDONED IN PLACE
		WATER SERVICE— WM-1= SINGLE WM-2= DUAL
		PULL BOX AND DESIGNATION
		SIGN AND DESIGNATION

NOTES

- CONTACT THE ENGINEER FOR SYMBOLS NOT LISTED.
- THIS IS A STANDARD SHEET, THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET WHICH DO NOT APPEAR ON THE PLANS.
- SITE AND UT

SAVED: 2/21/2017 5:05 PM SHEATH, PLOTTED: 6/9/2017 8:11 AM TOM HUNT
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NOTES:

1. THE CONTRACTOR SHALL NOTE THAT THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND OBSTRUCTIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AS ARE THE VERTICAL DEPTHS AND SHOULD NOT BE TAKEN AS ALL INCLUSIVE. THE CONTRACTOR SHALL NOTE THAT OBSTRUCTIONS SHALL INCLUDE ANY SUBSURFACE CONCRETE ROADWAY IMPROVEMENTS AND UTILITY ENCASEMENT. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES AND THE CITY OF UKIAH AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR UTILITIES AND OBSTRUCTIONS THAT MAY BE ENCOUNTER DURING EXCAVATION AND REMOVAL OF EXISTING IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXECUTING OF THESE PLANS AND SPECIFICATIONS BY POT-HOLING OF UTILITIES UNDER THE SUPERVISION OF THE PROJECT INSPECTOR AND CITY OF UKIAH FORCES, AND OTHER UTILITIES AGENCIES WITH UTILITIES IN THE WORK AREA.
3. THE CONTRACTOR SHALL USE CARE DURING EXCAVATION TO PROTECT EXISTING UTILITIES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED UTILITIES UNDER THE DIRECTION OF THE ENGINEER AND THE CITY OF UKIAH. UTILITIES NOT OWNED BY THE CITY OF UKIAH SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE AS DETERMINE BY THE AGENCY.
4. THE CONTRACTOR SHALL START SUCH CONSTRUCTION PROCEDURES BY PERFORMING USA UTILITY MARKING REQUEST PRIOR TO ANY EXCAVATION WORK.

LEGEND

- JOINT POLE WITH GUY
- TELEPHONE POLE
- TELEPHONE BOX OR VAULT
- CATV BOX
- FIRE DEPT CONNECTION, HYDRANT
- WATER METER
- WATER VALVE
- APRX. WATER MAIN/SERVICE SEE UTILITY NOTE
- HOSE BIB
- DRINKING FOUNTAIN
- UTILITY MANHOLE
- DRAIN INLET
- SANITARY SEWER CLEANOUT OR BOX
- APRX. SANITARY SEWER MAIN/LATERAL SEE UTILITY NOTE
- ELECTRIC BOX OR VAULT
- APRX. UNDERGROUND ELEC. CONDUIT SEE UTILITY NOTE
- MISC. ELECTRICAL
- LIGHT
- ELECTRIC METER
- TRANSFORMER
- GAS METER
- APRX. GAS MAIN/SERVICE SEE UTILITY NOTE
- TREE STUMP
- SIGN
- HANDICAP RAMP OR PARKING
- PLANTER
- AC ASPHALTIC CONCRETE
- CN CONCRETE
- EP EDGE OF PAVING
- TFC TOP FACE OF CURB
- GR GRATE
- APRX. UNDERGROUND TEL CONDUIT SEE UTILITY NOTE
- FENCE
- OVERHEAD ELECTRIC LINES
- INDICATES CONCRETE SURFACE
- FOUND MONUMENT
- SURVEY CONTROL POINT
- DOWNSPOUT
- MONITORING WELL
- TO BE REMOVED AND/OR RELOCATED

NOT ALL SYMBOLS ARE USED IN ALL DRAWINGS.

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2016.

Matthew T. Herman

MATTHEW T. HERMAN PLS 8335

DATE



CONTROL TABLE				
Point #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	9286.18	10155.73	630.21	60DS
2	9228.80	10502.49	611.82	60DS
104	9221.72	9898.35	635.09	MAG&S
202	9298.19	10075.82	630.50	X IN WALK

NOTES

HORIZONTAL DATUM: LOCAL COORDINATE SYSTEM. BASIS OF BEARINGS SOUTH 05°44'10" EAST BETWEEN FOUND MONUMENTS AS SHOWN ON THE PARCEL MAP OF MINOR SUBDIVISION NO. 92-22, RECORDED IN M.C. 2, D. 58, P. 96, M.C.R.

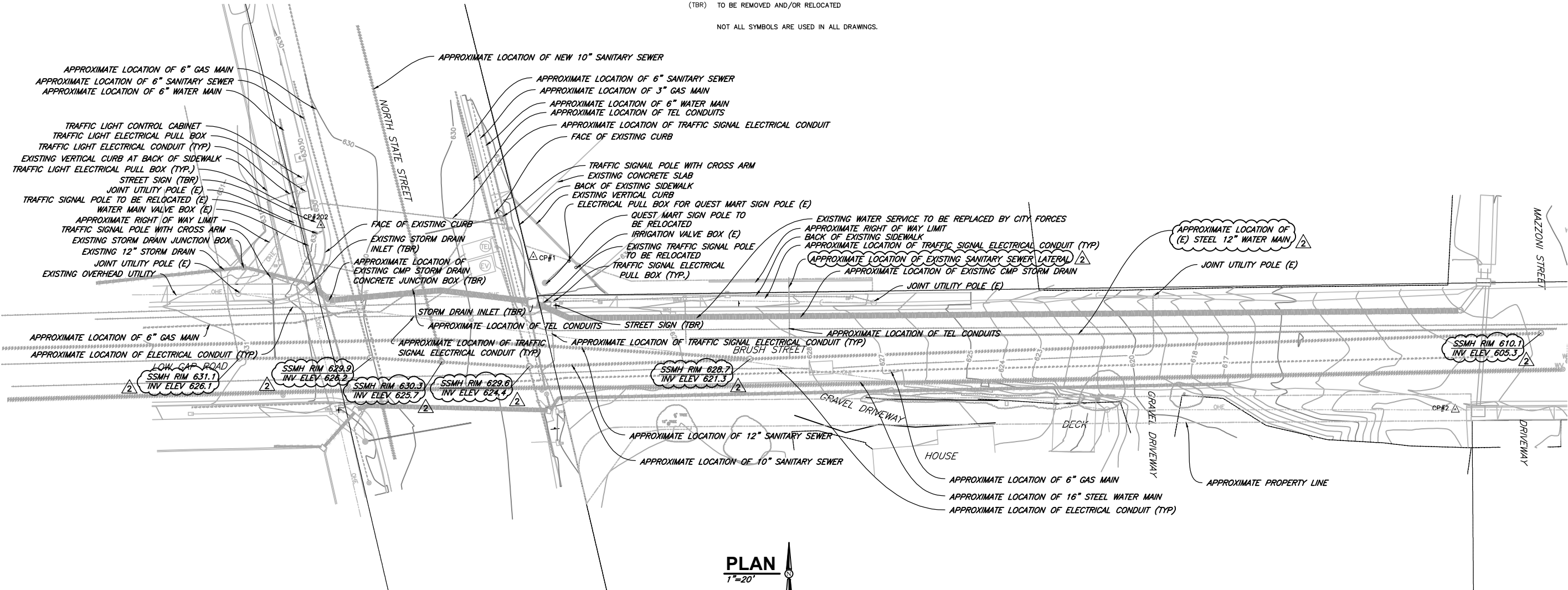
VERTICAL DATUM: NGVD 29 PER U.S.G.S BENCHMARK X104 LOCATED IN THE RAILROAD RIGHT OF WAY EASTERLY OF THE RAILROAD TRACK, 27 FEET NORTH OF THE CENTERLINE OF BRUSH STREET AND APPROXIMATELY 1.8 FEET NORTHEASTERLY OF METAL WITNESS POST. NGVD 29 WAS USED TO BE CONSISTENT WITH THE CITY OF UKIAH IMPROVEMENT PLANS FOR THE INTERSECTION OF NORTH STATE STREET & BRUSH/ LOW GAP PREPARED BY RAU AND ASSOCIATES DATED MARCH, 1995. THE VERTICAL DATUM OF THE CURRENT CITY OF UKIAH NORTH STATE STREET SEWER MAIN REPLACEMENT PROJECT APPEARS TO BE APPROXIMATELY 29.7 FEET LOWER THAN NGVD 29.

UNDERGROUND UTILITY NOTE:
UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. SHN MAKES NO GUARANTEE REGARDING LOCATION, TYPE, SIZE, NOR PRESENCE OR ABSENCE OF UNDERGROUND UTILITIES.
IRRIGATION SYSTEM NOT MAPPED.

UNDERGROUND UTILITY INFORMATION SHOWN OTHER THAN THOSE BASED ON VISIBLE EVIDENCE ARE APPROXIMATE AND BASED ON INFORMATION SHOWN ON THE CITY OF UKIAH IMPROVEMENT PLANS FOR THE INTERSECTION OF NORTH STATE STREET & BRUSH/ LOW GAP PREPARED BY RAU AND ASSOCIATES SHEET 1 DATED MARCH, 1995

OVERHEAD UTILITY NOTE:
OVERHEAD LINES OFF OF THE PROJECT SITE ARE NOT FULLY MAPPED. INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. NO MAPPING OBTAINED FOR PHONE AND CABLE TELEVISION FACILITIES. PHONE AND CABLE TELEVISION LINE LOCATIONS NOT VERIFIED.

TREE NOTE:
ALL TREES SURVEYED WERE DECIDUOUS UNLESS NOTED OTHERWISE. INDIVIDUAL TRUNKS IN TREE CLUSTERS NOT SHOWN.



PLAN
1"=20'

VERIFY SCALES
BASIC IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.
WWW.SHN-ENGR.COM
335 S. MAIN ST.
WILLITS, CA 95490
707-459-4518

TAH	BY
TAH	TAH
REVISION	DATE
2	01/31/2017
NO.	DATE
2	01/31/2017

DSGN	TAH
DR	TAH
CHK	MTH
APVD	APVD

CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
EXISTING SITE IMPROVEMENT PLAN

SHEET	V-1
SEQ	3
DATE	02/20/17
PROJ. NO.	416056

SAVED: 4/10/2017 5:00 PM SHEATH, PLOTTED: 6/18/2017 2:29 PM TOM HUNT
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GENERAL NOTES:

- ALL WORK SHALL CONFORM TO CURRENT CALIFORNIA BUILDING CODE AND CALTRANS 2015 STANDARD SPECIFICATIONS AND PLANS, AND CITY OF UKIAH STANDARDS.
- THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED FOR INSTALLATION IN THE SPACE PROVIDED. THEY DO NOT SHOW EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDED SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE A COPY OF THE TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE EXCAVATION OF ANY TRENCH OVER FIVE FEET IN DEPTH.
- CONTRACTOR SHALL PERFORM TRENCH WORK IN CONFORMANCE WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS AND SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH STANDARDS, RULES, REGULATIONS AND ORDERS ESTABLISHED BY THE STATE OF CALIFORNIA AND OTHER APPLICABLE AGENCIES.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, GENERAL CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. ALL WORK AND EQUIPMENT SHALL COMPLY WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE ENGINEER AND HIS/HER CONSULTANTS.
- THE CONTRACTOR SHALL INDEPENDENTLY REVIEW EXISTING SITE IMPROVEMENTS, UTILITIES, SOILS CONDITIONS, TOPOGRAPHY, VEGETATION, AND CONDITIONS THROUGHOUT THE SITE, AND ASSUME THE RISK OF COMPLETING THE WORK SET OUT ON THESE PLANS, REGARDLESS OF ROCK, WATER TABLE, EXISTING IMPROVEMENTS, OTHER CONDITIONS WHICH MAY BE ENCOUNTERED IN THE COURSE OF THE WORK.
- ANY DISCREPANCY DISCOVERED BY THE CONTRACTOR IN THESE PLANS, OR ANY FIELD CONDITIONS DISCOVERED BY THE CONTRACTOR THAT MAY DELAY OR OBSTRUCT THE PROPER COMPLETION OF THE WORK SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY UPON DISCOVERY. SAID NOTIFICATION SHALL BE IN WRITING.
- ALL UNDERGROUND IMPROVEMENTS SHALL BE INSTALLED TESTED AND APPROVED PRIOR TO PAVING.
- THE CONTRACTOR SHALL NOT BEGIN EXCAVATING UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELD. THE CONTRACTOR SHALL NOTIFY EACH APPLICABLE ENTITY AT LEAST 48 HOURS PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS BEFORE DIGGING AT (800) 227-2600 FOR LOCATES.
- GRADING AND CONSTRUCTION CONTRACTORS SHALL STOP WORK AND NOTIFY THE OWNER AND THE ENGINEER IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL GIVE THE INSPECTOR 48 HOURS ADVANCE NOTICE OF ANY CONSTRUCTION OR REQUIRED TESTING.
- SHOULD THE CONTRACTOR OR ANY OF HIS AGENTS OR EMPLOYEES ENCOUNTER OR DISCOVER MATERIALS WHICH APPEAR TO BE HAZARDOUS DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY AND SUSPEND WORK IN THE AFFECTED AREA UNTIL THE ENGINEER HAS INSPECTED THE LOCATION AND MATERIALS IN QUESTION. SHOULD IT BE NECESSARY TO UNDERTAKE REMEDIATION, THE ENGINEER WILL GIVE WRITTEN NOTICE TO SUSPEND WORK IN THE AFFECTED AREA UNTIL THE PROPER COURSE OF ACTION HAS BEEN DETERMINED. OPERATIONS IN THE AFFECTED AREA SHALL BE RESUMED ONLY UPON WRITTEN NOTICE BY THE ENGINEER.
- ALL SITE GRADING WILL BE INSPECTED BY THE ENGINEER. COMPACTION TESTING WILL BE CONDUCTED AFTER SUFFICIENT DENSITIES HAVE BEEN ACHIEVED IN THE CONTRACTOR'S OPINION. THE CONTRACTOR SHALL MAKE ALL REQUESTS FOR MATERIALS TESTING AT LEAST 48 HOURS IN ADVANCE. ANY SOILS THAT FAIL TO MEET THE REQUIRED COMPACTION LEVELS SHALL BE REMOVED, AND RECOMPACTED. ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE CONTRACTOR'S ORIGINAL BID.
- NO CHANGES OR MODIFICATIONS SHALL BE MADE TO THESE PLANS WITHOUT WRITTEN APPROVAL BY THE ENGINEER. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO AND USES OF THESE PLANS UNLESS APPROVED IN WRITING BY THE PREPARER OF THESE PLANS OR THE CITY ENGINEER.
- THE LOCATIONS OF CITY OF UKIAH ELECTRICAL FACILITIES, AT&T, CABLE, AND PACIFIC GAS & ELECTRIC UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AS PART OF THE COST OF THE PERFORMING WORK UNDER THIS CONTRACTOR, AND THE SHALL ADJUST THE DEPTH OF THE NEW UTILITIES TO CLEAR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE, REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THESE SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL DRIVEWAYS AND SIDEWALKS DURING CONSTRUCTION.
- ALL TRENCHES SHALL BE PAVED AT THE END OF EACH WORKING DAY PER SPECIFICATIONS.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION, UNLESS OTHERWISE NOTED OF THE CALTRANS MANUAL OF TRAFFIC FOR CONSTRUCTION AND MAINTENANCE OF WORK ZONES. ALL SIGNS SHALL BE APPROPRIATELY CONSTRUCTED WITH REFLECTIVE MATERIAL ON A BACKING OF METAL OR FABRIC (NO WOOD OR PLASTIC ALLOWED) AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO PROVIDE PROPER VISIBILITY.
- ALL PAVEMENT MARKINGS DAMAGED DUE TO CONSTRUCTION SHALL BE REPLACED PER CALTRANS STANDARDS. PATCHING OF DAMAGED MARKINGS WILL NOT BE ALLOWED.
- NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS.
- CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
- CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 7 P.M. MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PROJECT SPECIFICATIONS:

GENERAL COMPACTION

- NO GEOTECHNICAL ENGINEERING REPORT WAS PREPARED FOR SITE PREPARATION, EXCAVATION, ENGINEERED FILL, AND OTHER GENERAL RECOMMENDATIONS FOR THIS PROJECT.
- COMPACTION REQUIREMENTS AS SPECIFIED WILL BE BY PERCENT OF THE MAXIMUM DRY DENSITY AND AS DETERMINED PER ASTM D 1557.
- PLACE BACKFILL AND FILL SOIL MATERIAL IN LOOSE LIFTS OF NOT MORE THAN 8 INCHES FOR MATERIAL COMPACTED BY HEAVY EQUIPMENT, AND NOT MORE THAN 6 INCHES FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
- THE GROUND SURFACE IN AREAS TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS:
 - ALL ORGANIC MATERIAL AND TOPSOIL SHALL BE REMOVED.
 - ON SLOPES GREATER THAN 1V:4H, HORIZONTAL BENCHES SHALL BE CUT INTO THE SOIL TO PROVIDE A LEVEL BEARING SURFACE FOR THE FILL MATERIAL. THE MINIMUM WIDTH OF THE BENCHES SHALL BE FOUR FEET.
- ALL IMPROVEMENTS SHALL BE GRADED TO DRAIN TO THE APPROVED DRAINAGE COURSE AT A UNIFORM SLOPE OF 2% MINIMUM UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM THE GROUND ELEVATIONS AND OVERALL TOPOGRAPHY OF THE SITE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY SHIN CONSULTING ENGINEERS AT 707-441-8855 IMMEDIATELY, AND PROVIDE WRITTEN DESCRIPTION OF ANY DIFFERENCES IN TOPOGRAPHY FROM THAT SHOWN ON THESE PLANS WHICH MAY REQUIRE CHANGES IN DESIGN AND/OR AFFECT EARTHWORK QUANTITY.
- NO CUT OR FILL SLOPES SHALL EXCEED THE SLOPE RATIO OF 2H:1V, UNLESS OTHERWISE NOTED.
- TOPSOIL SHALL BE REMOVED FROM ALL CUT AND FILL AREAS AND SHALL NOT BE USED FOR ENGINEERED FILL. TOPSOIL SHALL BE STOCKPILED SEPARATELY AND REPLACED OVER AREAS OF EXPOSED SUB-GRADE TO A MINIMUM DEPTH OF 6 INCHES.
- FILL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS REPORT UNLESS OTHERWISE NOTED ON THESE PLANS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR COMPLYING WITH THE FILL MATERIAL REQUIREMENTS OF THE SOILS REPORT.
- COMPACTION IN TRENCHES SHALL BE TESTED EVERY 50-75 FEET WITH A MINIMUM OF TWO TESTS PER ANY LENGTH OF TRENCHING. THE ENGINEER WILL BE PERMITTED TO COMPLETE TESTING AT ANY BACKFILL ELEVATION DURING THE BACKFILLING PROCESS. THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND AN OPERATOR, FREE OF CHARGE TO FACILITATE THE TESTING REQUIRED BY THE ENGINEER.
- FILL MATERIALS SHALL BE MECHANICALLY COMPACTED. JETTING WILL NOT BE ALLOWED.
- CARE SHALL BE TAKEN NOT TO CRUSH THE PIPE OR OTHER COMPONENTS WITH COMPACTION EQUIPMENT.
- GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE FOOTING EXCAVATIONS PRIOR TO PLACEMENT OF FORMS AND REBAR.

TESTING AND INSPECTION

- ALL SITE GRADING, SUBGRADE, AND BACKFILLING WILL BE INSPECTED BY THE ENGINEER. CONTRACTOR TO PROVIDE 48 HOUR NOTICE IN ADVANCE OF REQUIRED INSPECTION. FAILURE TO GIVE ADEQUATE NOTICE MAY RESULT IN TESTING DELAYS WHICH WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENGINEER WILL MAKE ALL COMPACTION TESTS WHEN ADVISED BY THE CONTRACTOR THAT IN THE OPINION OF THE CONTRACTOR, SUFFICIENT DENSITIES HAVE BEEN ACHIEVED. THE CONTRACTOR SHALL FURNISH A BACKHOE AND OPERATOR UPON REQUEST AT NO COST TO OWNER.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY EXCAVATIONS FOR COMPACTION TESTS. COSTS OF EXCAVATION, BACKFILLING, AND COMPACTING IN CONNECTION WITH COMPACTION TESTING SHALL BE BORNE BY THE CONTRACTOR. A FAILING COMPACTION TEST INDICATES THAT THE REQUIRED COMPACTION STANDARDS HAVE NOT BEEN ACHIEVED. ANY FILL MATERIAL OR PORTION OF FILL MATERIAL THAT DOES NOT MEET THE SPECIFIED REQUIREMENTS SHALL BE REMOVED AND RECOMPACTED UNTIL THE REQUIREMENTS ARE SATISFIED AT NO ADDITIONAL COST TO THE OWNER. COSTS ASSOCIATED WITH RETESTING PREVIOUSLY FAILED AREAS SHALL BE PAID BY OWNER AND BACK-CHARGED TO THE CONTRACTOR.
- EXCAVATIONS FOR COMPACTION TESTS SHALL BE BACKFILLED WITH MATERIAL SIMILAR TO THAT EXCAVATED, AND BE COMPACTED TO THE SPECIFIED DENSITY.
- ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE BID PRICES PAID FOR THE BID ITEM INVOLVED AND THEREFORE NO ADDITIONAL COMPENSATION SHALL BE MADE.

PAVING

- ALL ASPHALT CONCRETE SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS SECTION 39.
- ASPHALT MATERIAL SHALL BE HMA TYPE A WITH 1/2 INCH AGGREGATE GRADATION. ASPHALT BINDER SHALL BE PG64-16.
- ASPHALT CONCRETE SHALL BE INSTALLED AND TESTED ACCORDING TO THE "STANDARD PROCESS" SPECIFIED IN SECTION 39. ACCEPTANCE CRITERIA PER CALTRANS TEST 309.
- WHERE NEW PAVING MEETS EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAWCUT.
- APPLY TACK COAT TO CONTACT SURFACES OF CURBS, GUTTERS AND EXISTING PAVEMENT.
- PLACE ASPHALT CONCRETE WITHIN 24 HOURS OF APPLYING PRIMER OR TACK COAT.
- TACK COAT SHALL BE TYPE SS-1.
- COMPACT PAVEMENT BY ROLLING TO A MINIMUM OF 95% OF MAXIMUM DENSITY. DO NOT DISPLACE OR EXTRUDE PAVEMENT FROM POSITION. HAND COMPACT IN AREAS INACCESSIBLE TO MECHANICAL ROLLING EQUIPMENT.
- PERFORM ROLLING WITH CONSECUTIVE PASSES TO ACHIEVE SMOOTH FINISH WITHOUT ROLLER MARKS.
- AGGREGATE BASE SHALL BE CALTRANS CLASS 2, COMPACTED TO 95% RELATIVE COMPACTION PER ASTM D1557/D6938.
- IN AREAS TO BE PAVED, MINIMUM TOP 6 INCHES OF SUITABLE NATIVE SOIL SHALL BE SCARIFIED AND RECOMPACTED TO 90% RELATIVE COMPACTION PER ASTM D1557/D6938.
- UNLESS OTHERWISE SHOWN ON THESE PLANS, NEW ASPHALT CONCRETE SURFACES AND NEW FINISH GRADE SURFACES SHALL BE INSTALLED SO AS TO MAINTAIN EXISTING SURFACE DRAINAGE PATTERNS.

ELECTRICAL – TRAFFIC SIGNAL

- THE CONTRACTOR SHALL INSTALL ALL TRAFFIC SIGNAL IMPROVEMENTS AS SHOWN AND CONSISTENT WITH THE EXISTING FACILITIES.
- ALL WIRE CONDUCTOR MATERIALS SHALL BE REUSED IF POSSIBLE OR MATCH THE EXISTING WIRE SIZES.
- NO WIRE SPLICES SHALL BE MADE EXCEPT IN PULL BOXES AS SHOWN.
- THE CONTRACTOR SHALL PROVIDE ELECTRICAL PULL BOXES OF THE SAME SIZE AS THE EXISTING.
- WHERE EXISTING CONDUIT NEEDS TO BE EXTENDED, A COUPLING MAY USED, HOWEVER NEW WIRE CONDUCTORS SHALL BE INSTALLED.
- THE LID ON ALL NEW PULL BOXES SHALL BE LABEL "ELECTRIC" OR "TRAFFIC SIGNAL ELECTRICAL".
- ALL WORK SHALL ON THE ELECTRICAL SYSTEM FOR THE TRAFFIC SIGNALS SHALL BE PERFORMED BY A QUALIFIED LICENSED ELECTRICAL CONTRACTOR UNDER THE DIRECTION OF THESE PLANS AND THE CITY OF UKIAH ELECTRIC DEPARTMENT.
- THE TRAFFIC SIGNAL SYSTEM SHALL BE DE-ENERGIZED PRIOR TO EXCAVATION WORK BY THE CITY OF UKIAH ELECTRICAL DEPARTMENT.
- THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL SIGNAGE WHILE THE TRAFFIC SIGNAL WILL NOT BE WORKING.

PROJECT SPECIFICATIONS (CONT):

SITE WORK CONCRETE

- SEE CIVIL SHEETS FOR CONCRETE WITHIN THE PROJECT FOOTPRINT.
- ALL CONCRETE CONSTRUCTION SHALL CONFORM WITH CHAPTER 194 OF THE CBC AND WITH THE PROVISIONS OF ACI 318. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONCRETE PLACEMENT.
- UNLESS OTHERWISE STATED, CONCRETE SHALL BE HARD ROCK CONCRETE AND SHALL MEET THE FOLLOWING DESIGN CRITERIA:
 - MINIMUM 28-DAY COMPRESSIVE STRENGTH = 3,000 PSI
 - MINIMUM CEMENT CONTENT = 5 SACKS/CUYD
 - MAXIMUM AGGREGATE SIZE = 3/4"
 - SLUMP = 4"±1"
- CONCRETE SHALL BE MIXED, PLACED, AND CURED IN ACCORDANCE WITH ACI 318.
- REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE."
- SURFACE OF ALL CONCRETE FLATWORK SHALL BE IN ACCORDANCE WITH CBC REQUIREMENTS FOR ACCESSIBLE ROUTES.
- ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCING DOWELS, BOLTS, ANCHORS, PIPES AND SLEEVES SHALL BE SECURELY POSITIONED IN FORMS BEFORE PLACEMENT OF CONCRETE.
- WALKWAYS SHALL MEET THE ACCESSIBILITY REQUIREMENTS PROVIDED IN THE CALIFORNIA BUILDING CODE. LONGITUDINAL SLOPES OF WALKWAYS SHALL NOT EXCEED 5%. CROSS SLOPES OF WALKWAYS SHALL NOT EXCEED 2%. LANDINGS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.

SANITARY SEWER

- THE CONTRACTOR SHALL INSTALL ALL SANITARY SEWER IMPROVEMENTS TO THE LINES AND GRADES SHOWN ON THE PLANS.
- ALL MATERIALS SHALL BE FROM NEW STOCK AND DELIVERED IN NEW CONDITIONS.
- PVC SEWER LINES SHALL MEET THE REQUIREMENTS OF ASTM D3034 OR F679 AND SHALL HAVE INTEGRAL BELL AND SPIGOT PUSH-ON ELASTOMERIC GASKETED JOINTS MEETING THE REQUIREMENTS OF ASTM F477.
- ALL SEWER FITTINGS SHALL BE FACTORY MANUFACTURED AND CONFORM TO THE PLASTIC PIPE SPECIFICATION ABOVE.
- SEWER LATERALS SHALL CONNECT TO THE SEWER WITH WYE FITTINGS. SADDLE-TYPE FITTINGS SHALL NOT BE USED UNLESS INDICATED ON THE PLANS OR AUTHORIZED BY THE ENGINEER.
- PIPE ENDS SHALL BE CAREFULLY CLEANED BEFORE PIPE IS JOINED. INTERIOR OF PIPE SHALL BE KEPT FREE OF DIRT AND DEBRIS.
- INSTALL NO. 10 COPPER WIRE ALONG TOP OF PIPE. WIRE SHALL EXTEND TO SURFACE AT ALL MANHOLES AND CLEANOUTS, AND SHALL TIE TO TRACER WIRE ALONG EXISTING SANITARY SEWER PIPING.
- INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.

WATER SERVICE

- INSTALL WATER LINES IN ACCORDANCE WITH PLANS, AND WITH THE CITY OR COUNTY STANDARDS.
- WATER LINE SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 PRIOR TO PLACING IN SERVICE. HYDROSTATIC TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C605. BOTH TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN ENGINEER.
- FOLLOWING SUCCESSFUL DISINFECTION, ALL TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE PIPELINE UNTIL THE REPLACEMENT WATER HAS BEEN TESTED AND PROVEN BOTH CHEMICALLY AND BIOLOGICALLY EQUAL TO THE TREATED WATER AT THE POINT OF SUPPLY. DISINFECTION SHALL BE REPEATED IF NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- AFTER FLUSHING AND BEFORE PLACING IN SERVICE, WATER LINES SHALL BE SAMPLED AND TESTED BY THE OWNER'S REPRESENTATIVE.
- INSTALL NO. 10 COPPER WIRE ALONG TOP OF PIPE. WIRE SHALL EXTEND TO SURFACE AT ALL VALVES AND METERS.
- TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.

STORM DRAIN

- THE CONTRACTOR SHALL INSTALL ALL STORM DRAIN IMPROVEMENTS TO THE LINES AND GRADES SHOWN ON THE PLANS.
- ALL MATERIALS SHALL BE FROM NEW STOCK AND DELIVERED IN NEW CONDITIONS.
- ALL SEWER FITTINGS SHALL BE FACTORY MANUFACTURED AND CONFORM TO THE PLASTIC PIPE SPECIFICATION ABOVE.
- PIPE ENDS SHALL BE CAREFULLY CLEANED BEFORE PIPE IS JOINED. INTERIOR OF PIPE SHALL BE KEPT FREE OF DIRT AND DEBRIS.
- INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.
- THE STORM DRAIN PIPE SHALL BE N-12 DOUBLE WALL CORRUGATED HDPE SMOOTH BORE PIPING WITH GASKETED COUPLING JOINTS.

PAVEMENT STRIPING

- THE CONTRACTOR SHALL PLACE PAVEMENT STRIP PER THE PLAN AND FOLLOWING CITY OF UKIAH STANDARD SPECIFICATIONS OR CALTRANS STANDARD SPECIFICATIONS.

EROSION CONTROL NOTES:

- BMP'S SHALL BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND MAINTAINED SUCH THAT NO VISIBLE SEDIMENT LEAVES THE SITE.
- TRACKING CONTROLS: ENTRANCE/EXIT BMP.
- PAVED AREAS AT THE ACCESS POINTS SHALL BE SWEEPED OR VACUUMED AS OFTEN AS EACH DAY TO ELIMINATE TRACKING SOIL AND DEBRIS BEYOND THE LIMITS OF THE PROJECT SITE. ANY SOILS AND/OR DEBRIS, ROCK, GRAVEL, ETC. TRACKED BEYOND THE LIMITS OF THE PROJECT SITE AS A RESULT OF THIS PROJECT SHALL BE REMOVED IMMEDIATELY.
- DISTURBED AREAS PROTECTED TO EXTENT PRACTICAL DURING CONSTRUCTION.
- STOCKPILE MANAGEMENT TO BE IMPLEMENTED.
- DISTURBED AREA STABILIZED AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL NOT ALLOW ANY CONSTRUCTION DEBRIS TO ENTER THE STORM DRAIN OR SANITARY SEWER SYSTEMS. THE CONTRACTOR SHALL INSTALL APPROVED PHYSICAL BARRIERS TO ENSURE THAT ALL DEBRIS IS CAPTURED AND REMOVED FROM SURFACE RUNOFF PRIOR TO RELEASING SITE RUNOFF.

SURVEY NOTES:

BASIS OF BEARINGS
THE BASIS OF BEARINGS OF THIS SURVEY IS REFERENCED ON SHEET SVY-1 OF THESE PLANS.

VERTICAL DATUM
THE VERTICAL DATUM IS NGVD29 AS REFERENCED ON SHEET SVY-1 OF THESE PLANS.



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DESIGN
TAH
DR
CHK
APVD

BY

REVISION

DATE

NO.

CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

GENERAL SPECIFICATIONS

SHEET

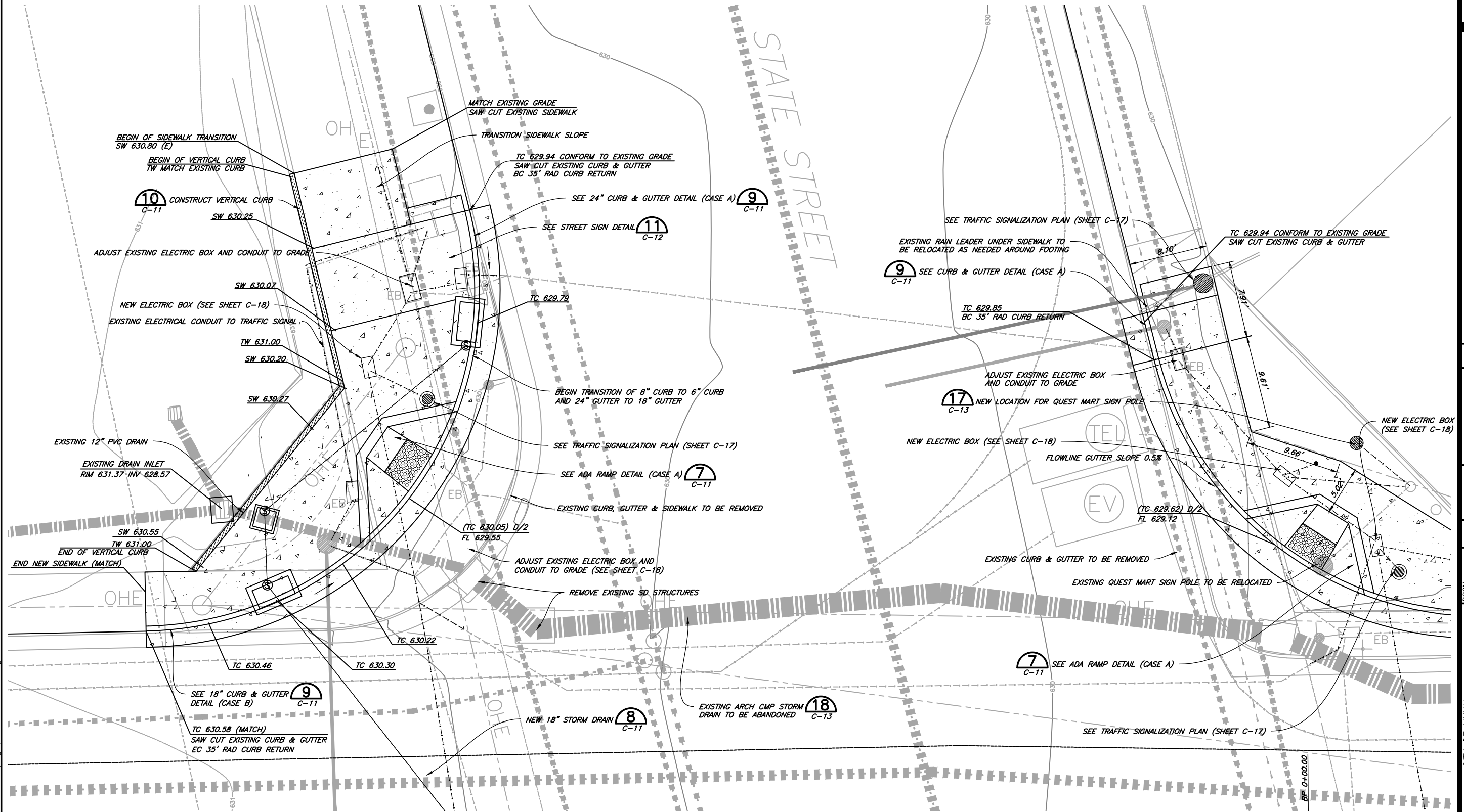
C-1

SEQ 4

DATE 02/2017

PROJECT NO. 416056

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NOTE:

THE EXISTING IRRIGATION SYSTEMS IN THE PRIVATE LANDSCAPE PLANTERS BEHIND THE CURB RETURNS SHALL BE MAINTAINED IN THE REMAINING PLANTER AREAS. THE IRRIGATION PIPING SHALL BE RELOCATED OR CAPPED AS NEEDED. THE EXISTING VEGETATION IN THE FOOTPRINT OF THE NEW SIDEWALK SHALL BE REMOVED.

(CURB RETURN IMPROVEMENTS—NORTH STATE STREET—LOW GAP ROAD/BRUSH STREET)

PLAN
1"=5'



SPECIFICATION NO. 17-02

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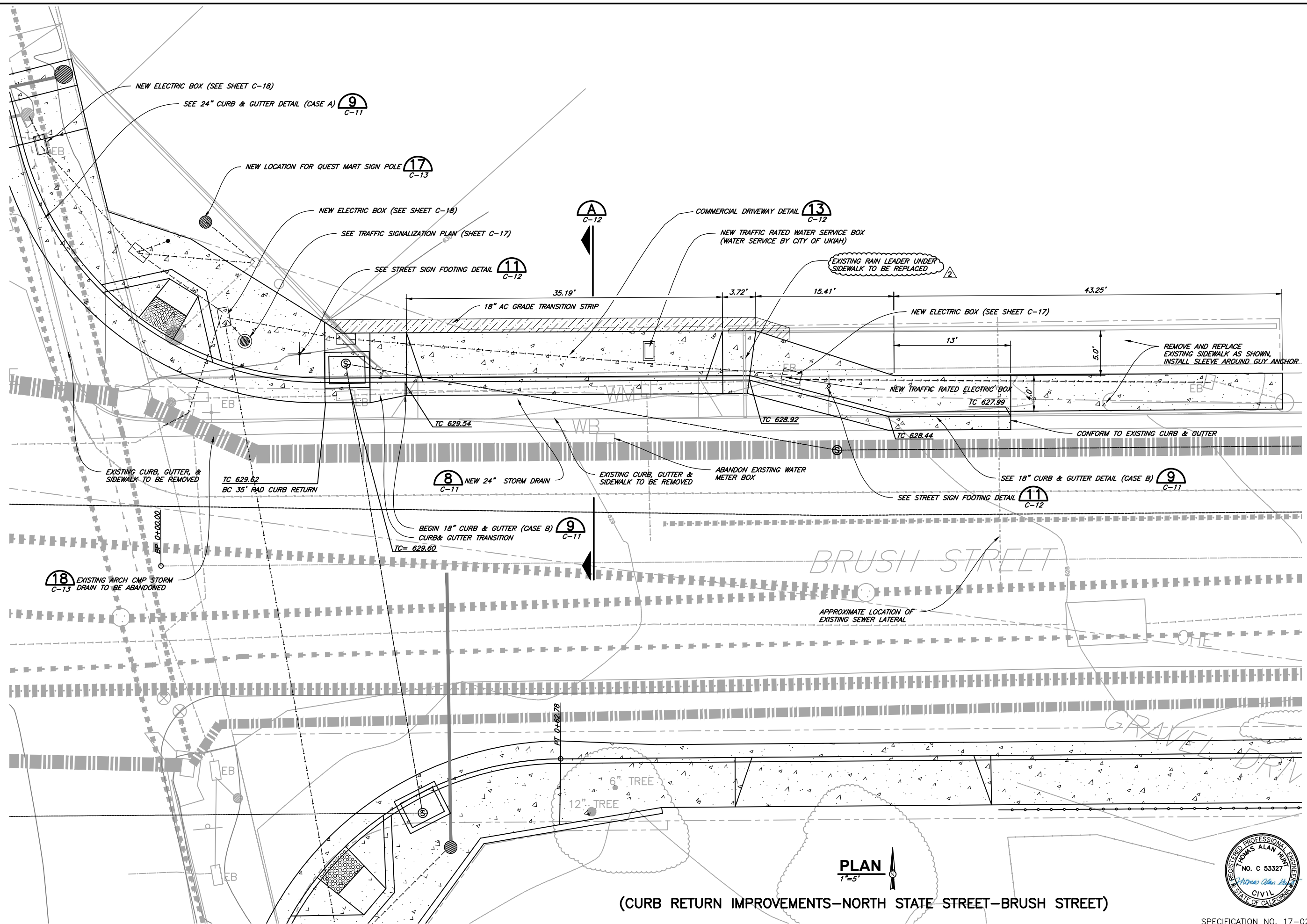
NO.	DATE	REVISION	BY

DSGN	TAH
DR	TAH
CHK	JGI
APVD	

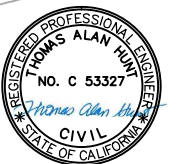
CITY OF UKIAH
NORTH STATE ST INTERSECTION—LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
NORTHWEST CURB RETURN PLAN

SHEET
C-2
SEQ 5
DATE 02/2017
PROJ. NO. 416056

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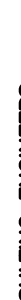


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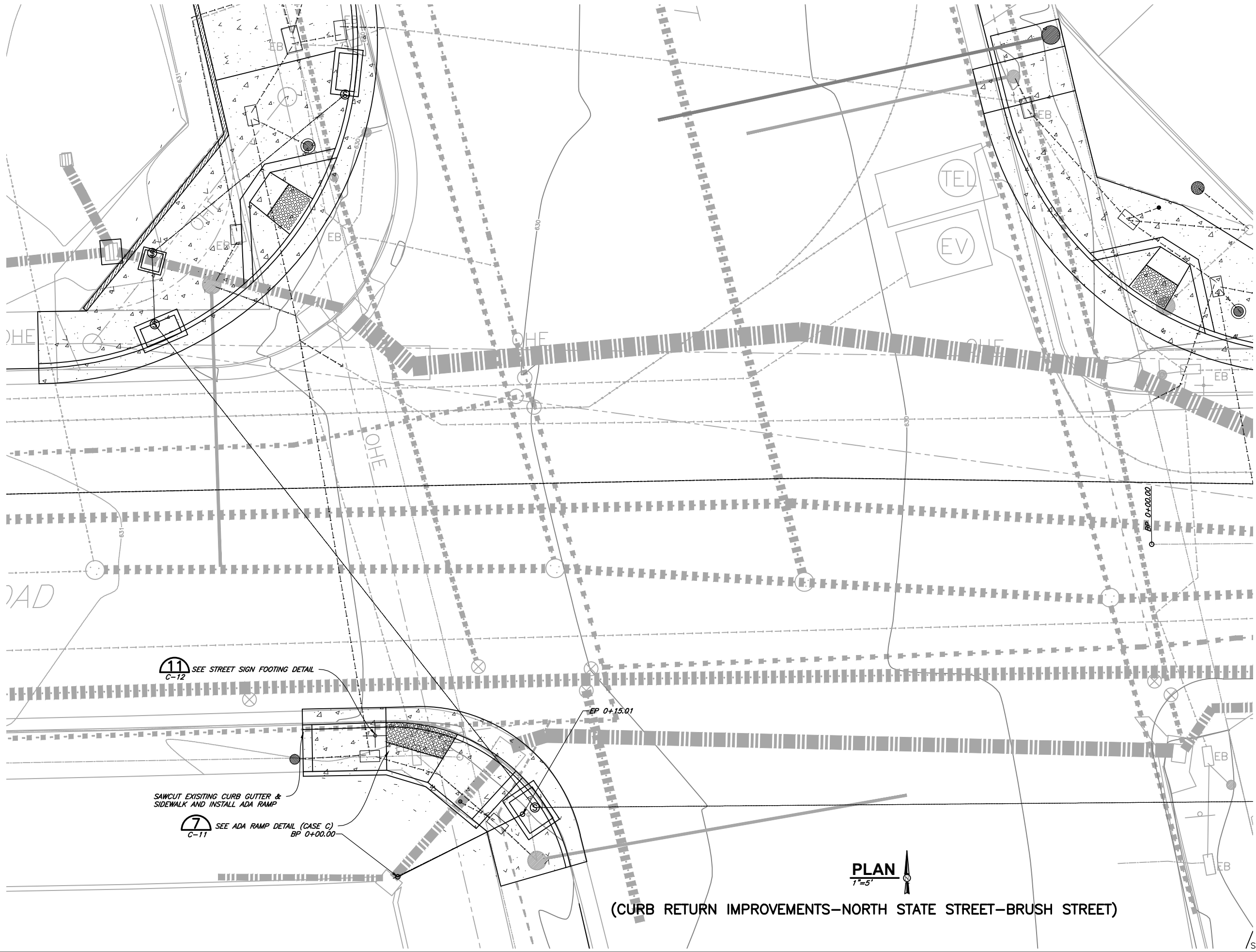


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APVD					
CITY OF UKIAH		NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		NORTHEAST CURB RETURN PLAN	
SHEET		C-3		SEQ 6	
DATE		02/2017		PROJ. NO. 416056	
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CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		SHEET C-4	
PROJECT NO. 416056		DATE 02/2017	
APVD		SEQ 7	
CHK		DATE	
DR		PROJECT NO.	
DSGN		DATE	
TAH		NO.	
TAH		DATE	
TAH		REVISION	
TAH		BY	
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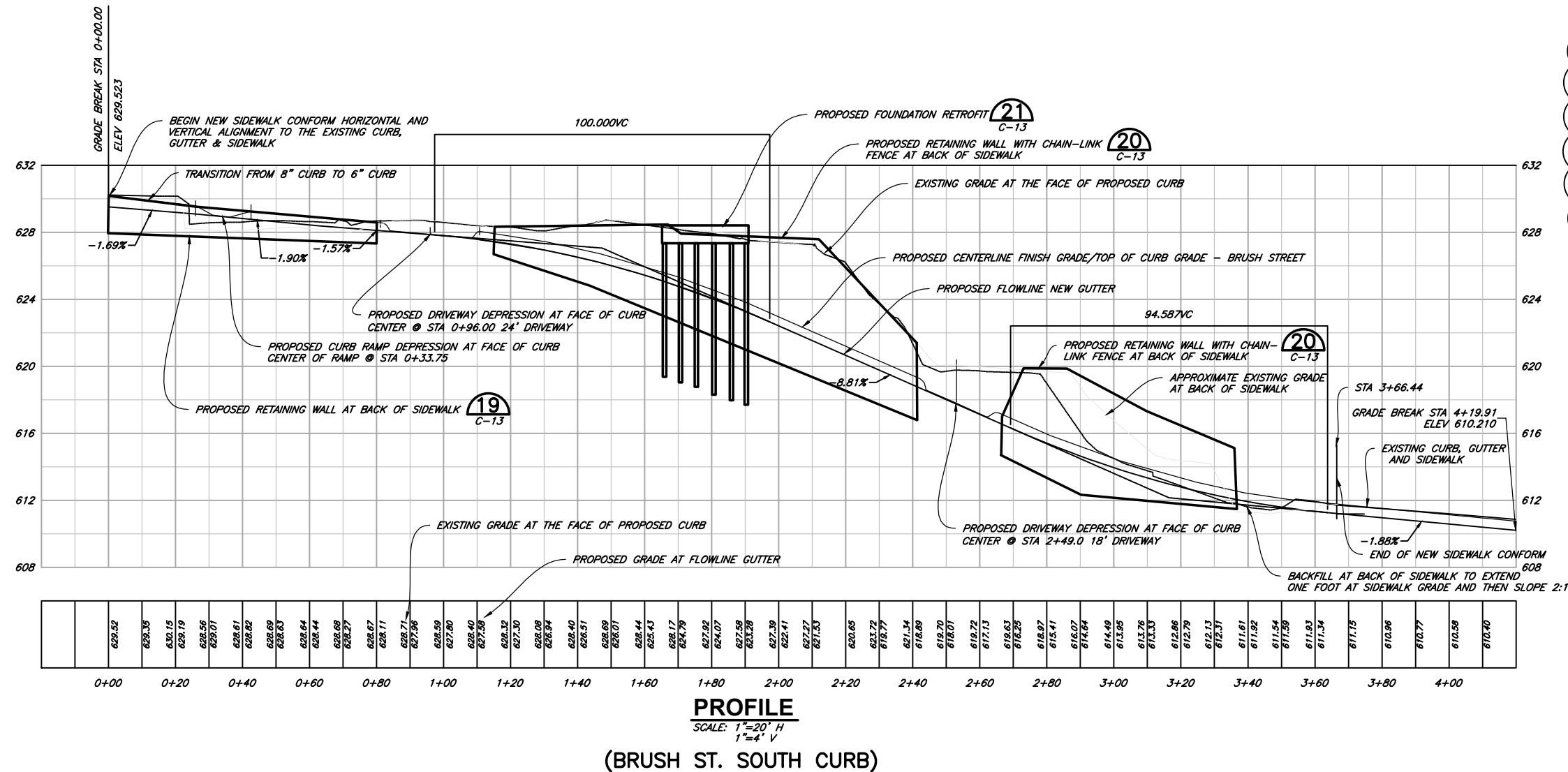
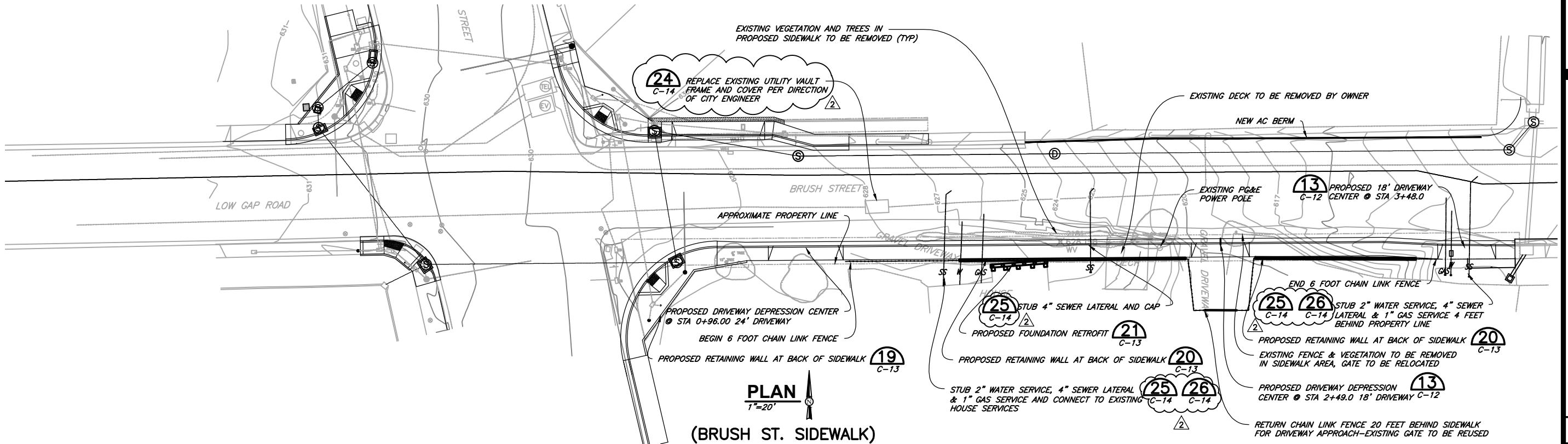
(CURB RETURN IMPROVEMENTS-NORTH STATE STREET-BRUSH STREET)



SPECIFICATION NO. 17-02

DESIGN		TAH	DR	TAH	CHK	JGI	APVD	NO.	DATE	REVISION	BY
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS SOUTHWEST CURB RETURN PLAN											
SHEET C-5											
SEQ 8											
DATE 02/2017											
PROJ. NO. 416056											
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NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH PG&E FOR THE INSTALLATION OF GAS MAIN TAPS AND SERVICE PIPING TO TERMINATION POINTS. THE CONTRACTOR SHALL ALSO PROVIDE TRENCH EXCAVATION AND BACKFILL PER PG&E AND CITY OF UKIAH TRENCH SPECIFICATIONS.
2. THE TERMINATION OF THE NEW SEWER LATERALS SHALL EXTEND BELOW THE RETAINING WALL FOOTING, APPROXIMATELY 3.5' BELOW TOP OF CURB AND 4' BEHIND SIDEWALK.
3. THE MOST WESTERLY SEWER LATERAL SHALL BE CONNECTED TO THE EXISTING SEWER LATERAL FOR THE HOUSE. THE CONTRACTOR SHALL POthOLE TO LOCATE THE EXISTING SEWER LATERAL PRIOR TO ANY EXCAVATION OR DRILLING OF HOUSE FOUNDATION PIERS. THE OTHER 2 SEWER LATERALS SHALL TERMINATE 4' BEHIND THE BACK OF SIDEWALK AND ARE TO BE CAPPED AND MARKED WITH REBAR DRIVEN IN THE GROUND JUST BEYOND THE TERMINATION FOR FUTURE LOCATION. ADDITIONALLY, THE CONTRACTOR SHALL MARK AN "S" SYMBOL IN THE FACE OF THE NEW CURB.
4. THE USE OF A BORED HOLE AND THREADED FITTING TYPE SEWER LATERAL CONNECTION INTO EXISTING VCP MAIN MAY BE USED. THE CONTRACTOR SHALL PROVIDE A SUBMITTAL OF THE PROPOSED FITTING FOR APPROVAL DURING THE INITIAL PHASE OF CONSTRUCTION.



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01/31/2017	DATE
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JGI	CHK
APVD	APVD
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS SIDEWALK PLAN/ BRUSH ST. CURB PROFILE	
SHEET C-6	
SEQ 9	
DATE 02/2017	
PROJ. NO. 416056	

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CHK	JGI
APVD	

ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

ET

10

02/2017

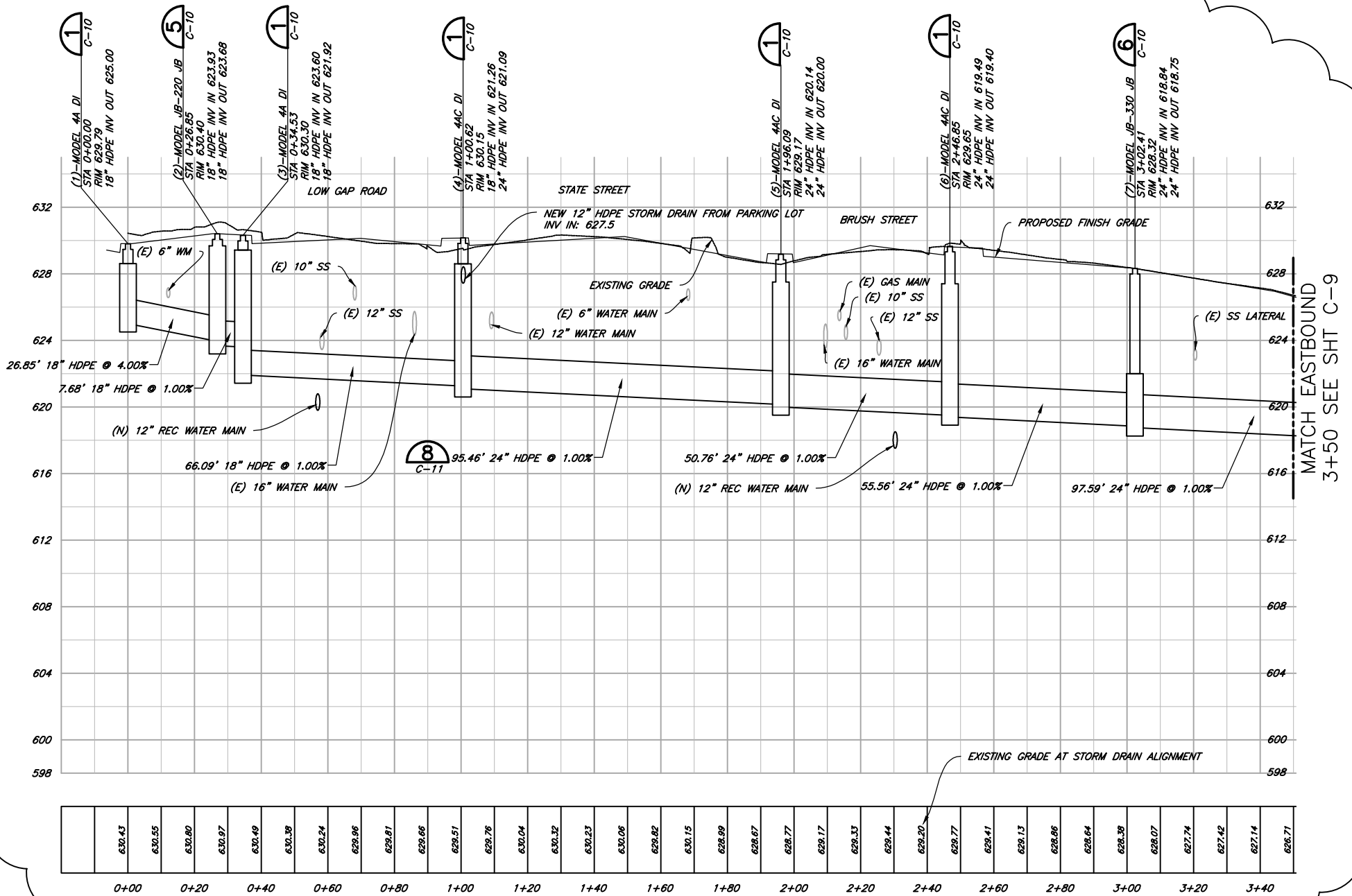
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PROFILE
SCALE: 1"=20' H
1"=4' V
(STORM DRAIN)



VERIFY SCALES
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0 1"
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DESIGN: TA
CHECK: JGI
APPROVED: APVD

DATE: 02/17/2017
NO. 2
REVISION: TA
BY: TA

PROJECT: CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
SHEET: C-8
SEQ: 11
DATE: 02/2017
PROJ. NO.: 416056

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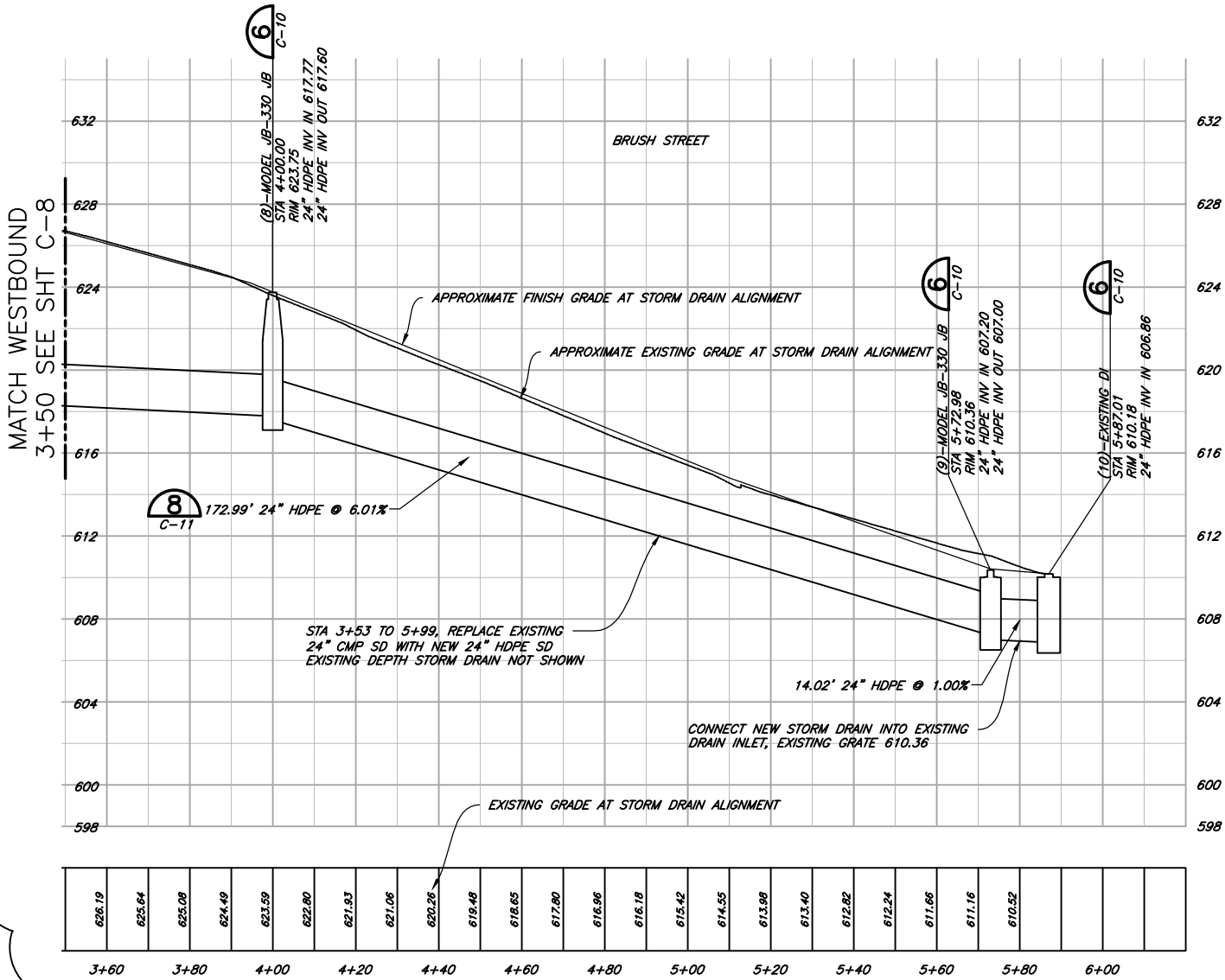
NOTE:

THE HORIZONTAL AND VERTICAL DEPICTION OF EXISTING UTILITY PIPING SHOWN IN PLAN AND PROFILE VIEWS ARE APPROXIMATE ONLY, BASED ON USA MARKINGS AND PLAN RESEARCH. THERE IS NO IMPLIED GUARANTEE THAT ALL OF THE EXISTING OR ABANDON UTILITIES HAVE BEEN SHOWN OR LOCATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND PROTECT ALL UNDERGROUND UTILITIES DURING THE EXECUTION OF THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A FIELD CONFLICT, WITH THE PROPOSED STORM DRAIN OR A PROPOSED FOOTINGS, COULD RESULT BASED ON FIELD POT-HOLING AT THE PROPOSED PIPE CROSSINGS.

PROFILE

SCALE: 1"=20' H
1"=4' V

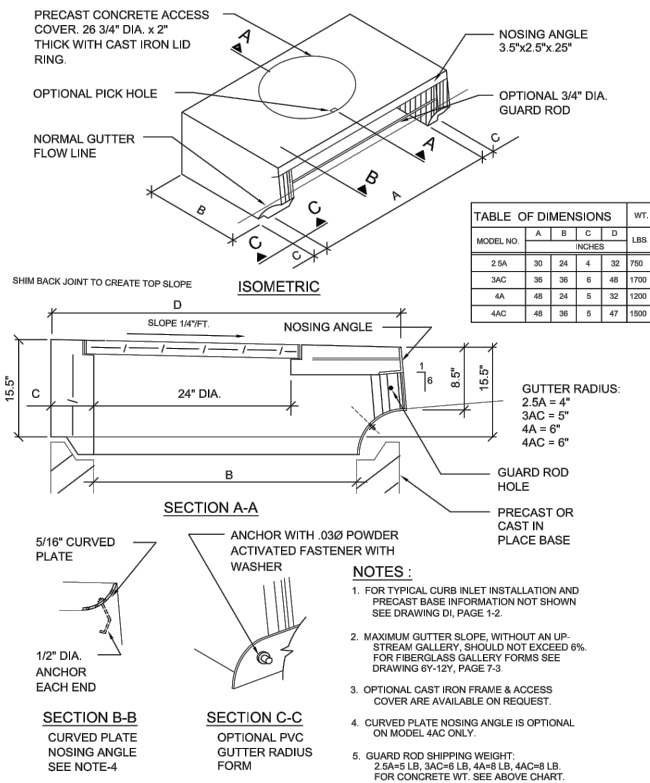
(STORM DRAIN)



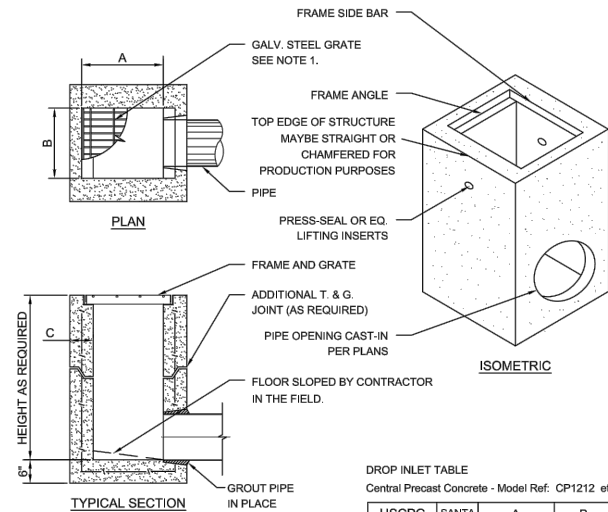
SPECIFICATION NO. 17-02

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STORM DRAIN PROFILE	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
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12	SEQ
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416056	PROJ. NO.

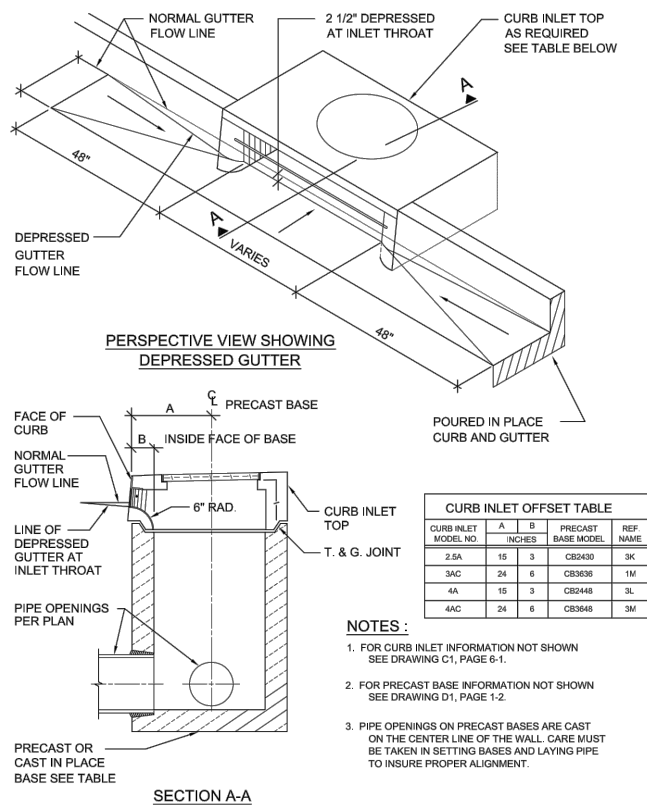
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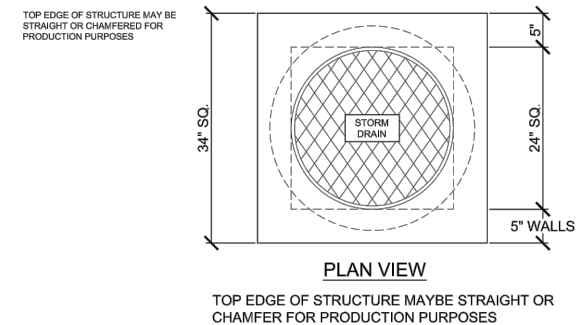
DETAIL 1
NTS
(DRAINAGE INLETS)



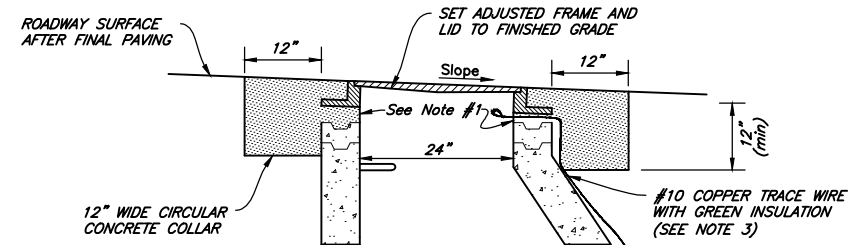
DETAIL 4
NTS
(CATCH BASINS)



DETAIL 2
NTS
(DRAINAGE INLET INSTALLATION)

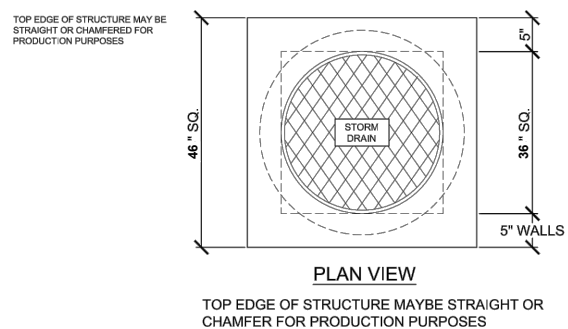


DETAIL 5
NTS
(24" X 24" JUNCTION BOX)



- NOTES:**
- SHIMS SHALL BE PLACED UNDER THE MANHOLE FRAME AND LID ON TOP OF THE HIGHEST GRADE RING AS NEEDED SUCH THAT THE FRAME AND LID ARE FLUSH WITH THE FINISHED GRADE OF THE STREET. THE MINIMUM SHIM HEIGHT IS 1". CONCRETE SHALL BE PLACED IN BETWEEN THE HIGHEST GRADE RING AND THE SHIMMED FRAME AND LID WHEN THE CONCRETE COLLAR IS CONSTRUCTED, IN EFFECT CREATING A "CAST-IN-PLACE" GRADE RING OF VARYING THICKNESS.
 - ALL GRADE RINGS SHALL BE SEALED WITH CLASS B NON-SHRINK GROUT ON BOTH INNER AND OUTER FACES OF EACH JOINT.
 - #10 COPPER TRACE WIRE WITH GREEN INSULATION SHALL BE INSTALLED AT ALL NEW AND EXISTING MANHOLE LOCATIONS. TRACE WIRE SHALL EITHER BE CONTINUOUS ALONG (N) SANITARY PIPE AND UP TO THE MANHOLE FRAME, OR SHALL BE SECURELY CONNECTED TO THE (E) TRACE WIRE WHERE PIPE REPLACEMENT IS NOT PERFORMED. NOTE THAT TRACE WIRE IS NOT REQUIRED ON MANHOLES WHEN THE (E) STORM DRAIN HAS NO TRACE WIRE.

DETAIL 3
NTS
(MANHOLE FRAME & LID ADJUSTMENT TO GRADE)



DETAIL 6
NTS
(36" X 36" JUNCTION BOX)



SPECIFICATION NO. 17-02

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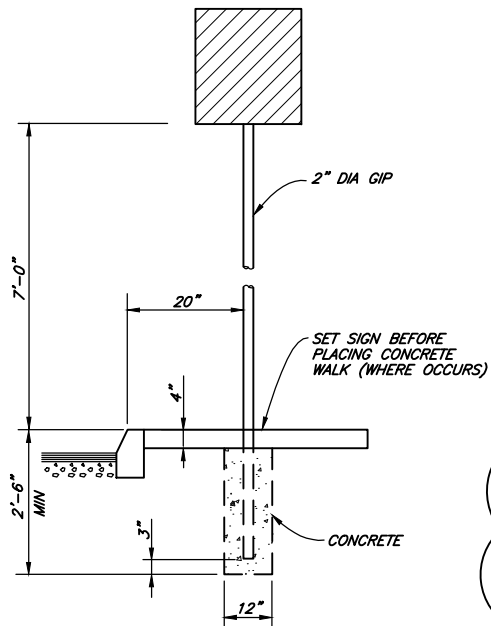
CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

DETAILS

SHEET C-10
SEQ 13
DATE 02/2017
PROJ. NO. 416056

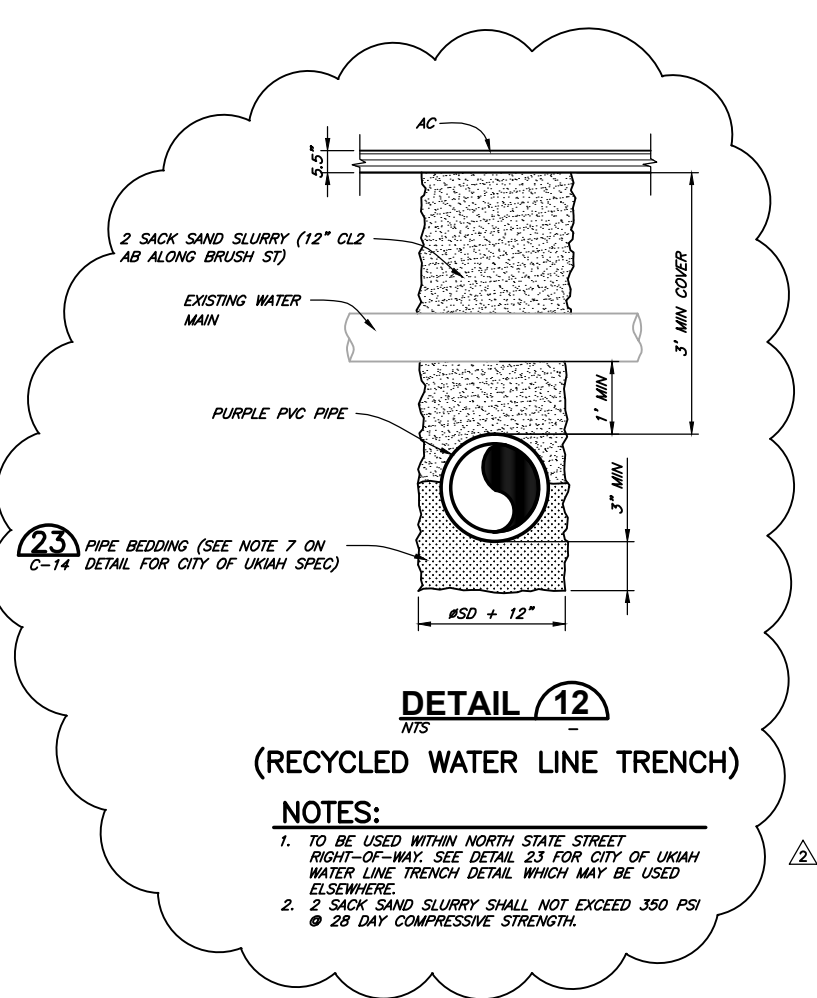


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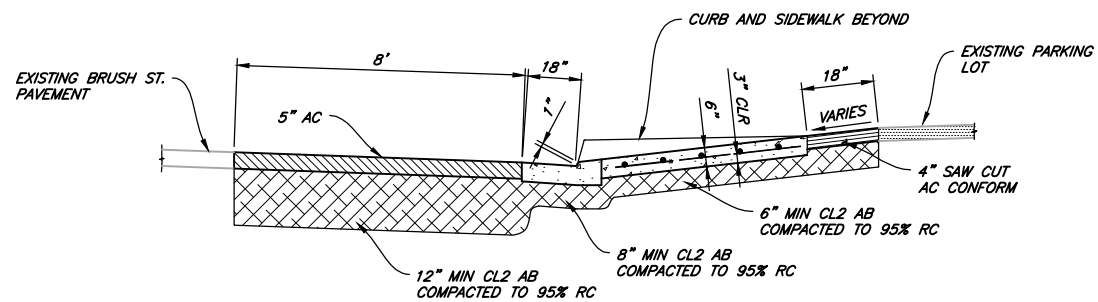
NOTE:
SIGNS AND POSTS SHALL CONFORM TO THE CURRENT EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TRAFFIC MANUAL AND STANDARD SPECIFICATIONS.

DETAIL 11
NTS
(STREET SIGN FOUNDATION)

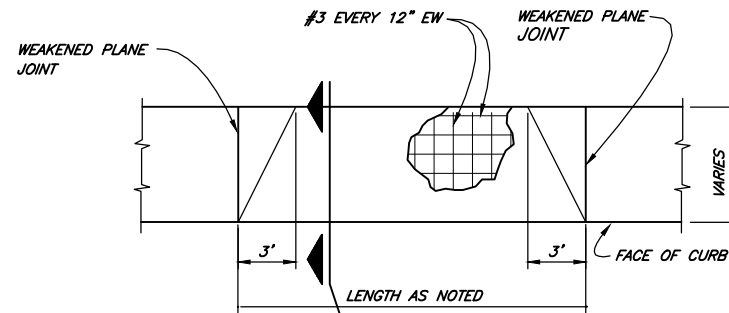


DETAIL 12
NTS
(RECYCLED WATER LINE TRENCH)

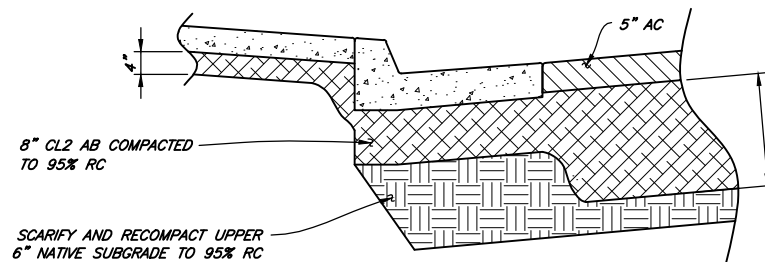
- NOTES:**
1. TO BE USED WITHIN NORTH STATE STREET RIGHT-OF-WAY. SEE DETAIL 23 FOR CITY OF UKIAH WATER LINE TRENCH DETAIL WHICH MAY BE USED ELSEWHERE.
 2. 2 SACK SAND SLURRY SHALL NOT EXCEED 350 PSI @ 28 DAY COMPRESSIVE STRENGTH.



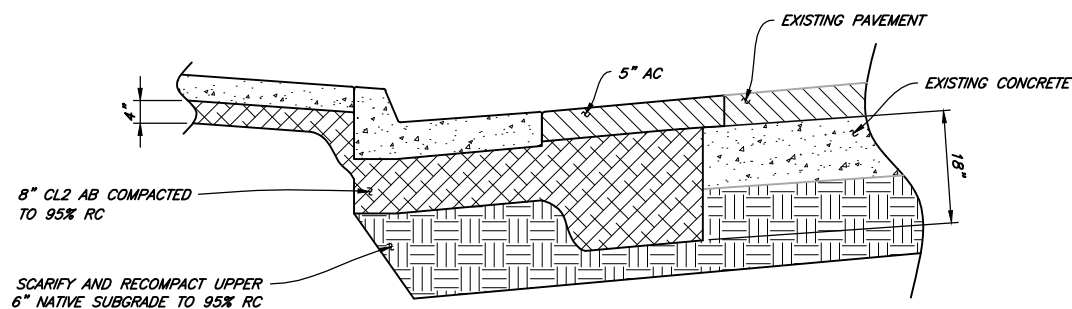
SECTION A
NTS
(BRUSH ST DRIVEWAY SECTION)



DETAIL 13
NTS
(COMMERCIAL DRIVEWAY)

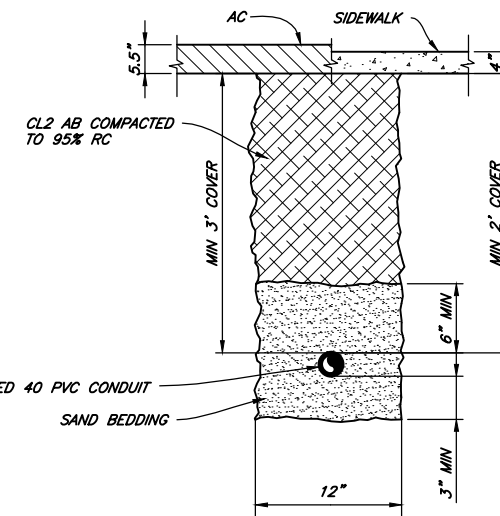


CASE A



CASE B

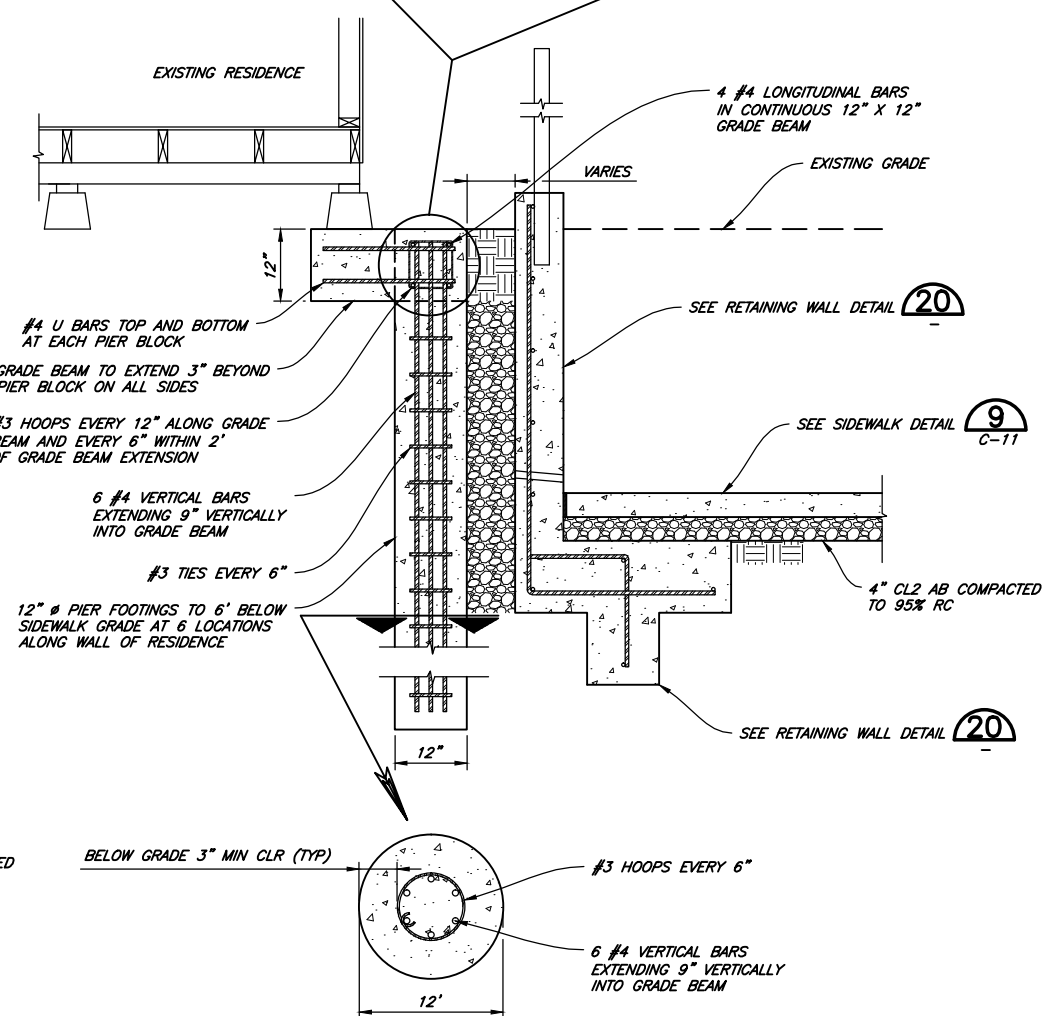
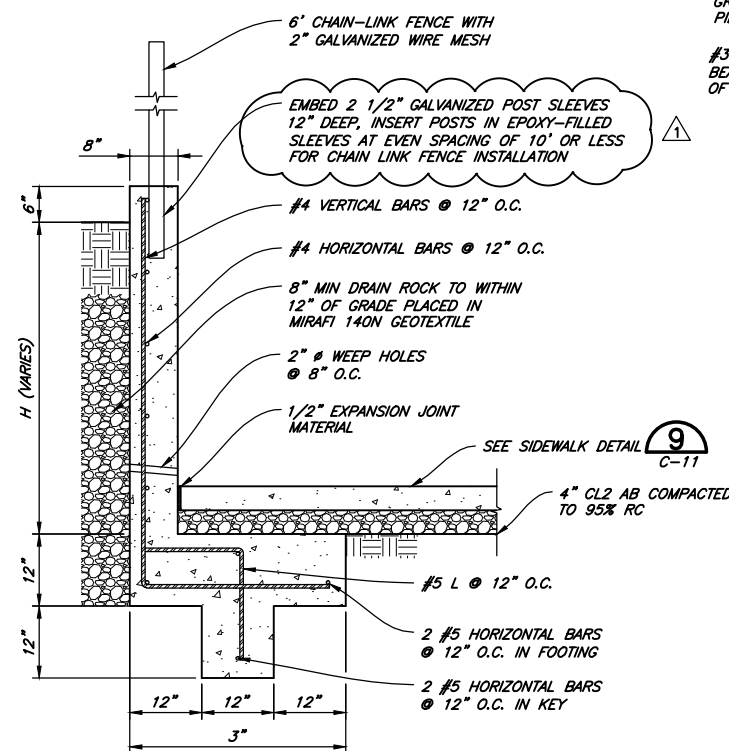
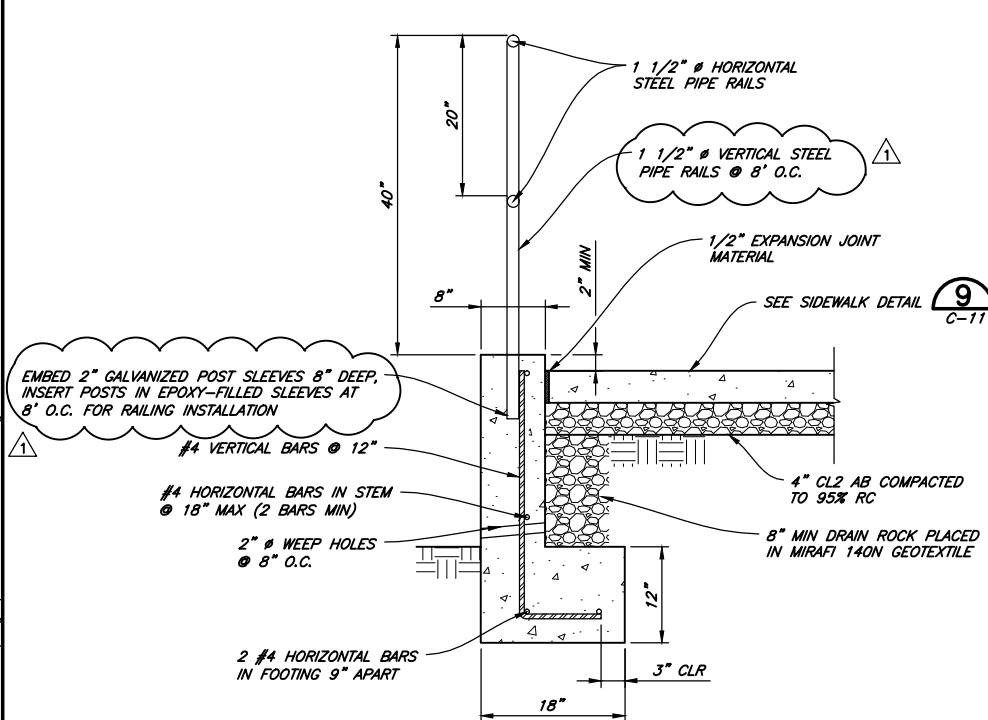
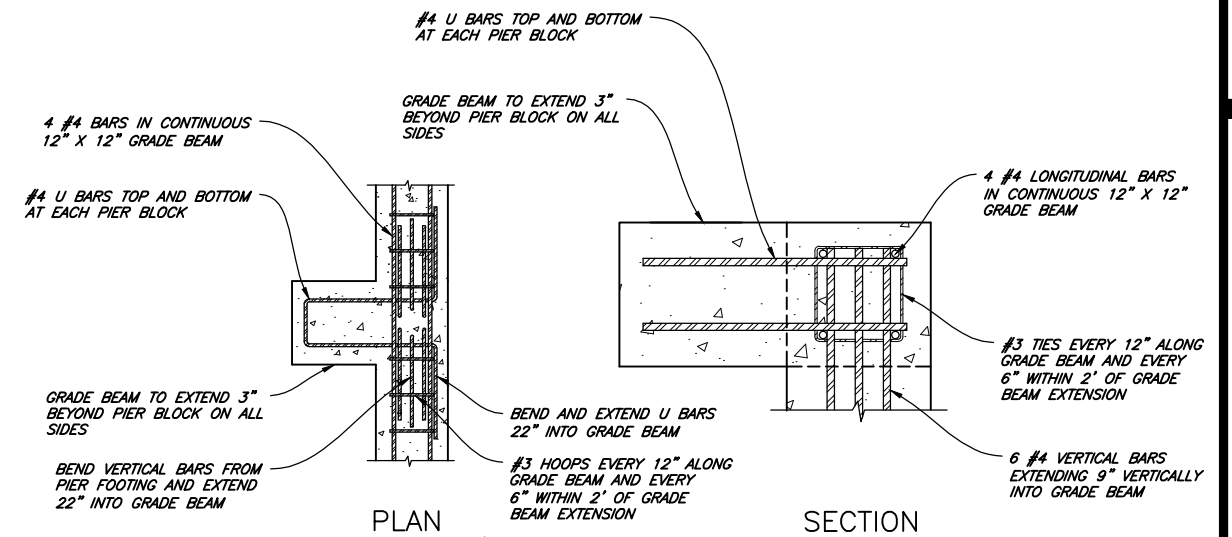
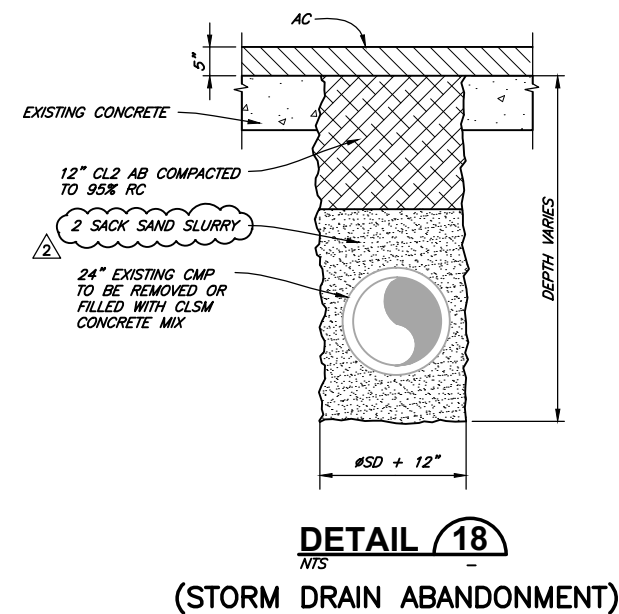
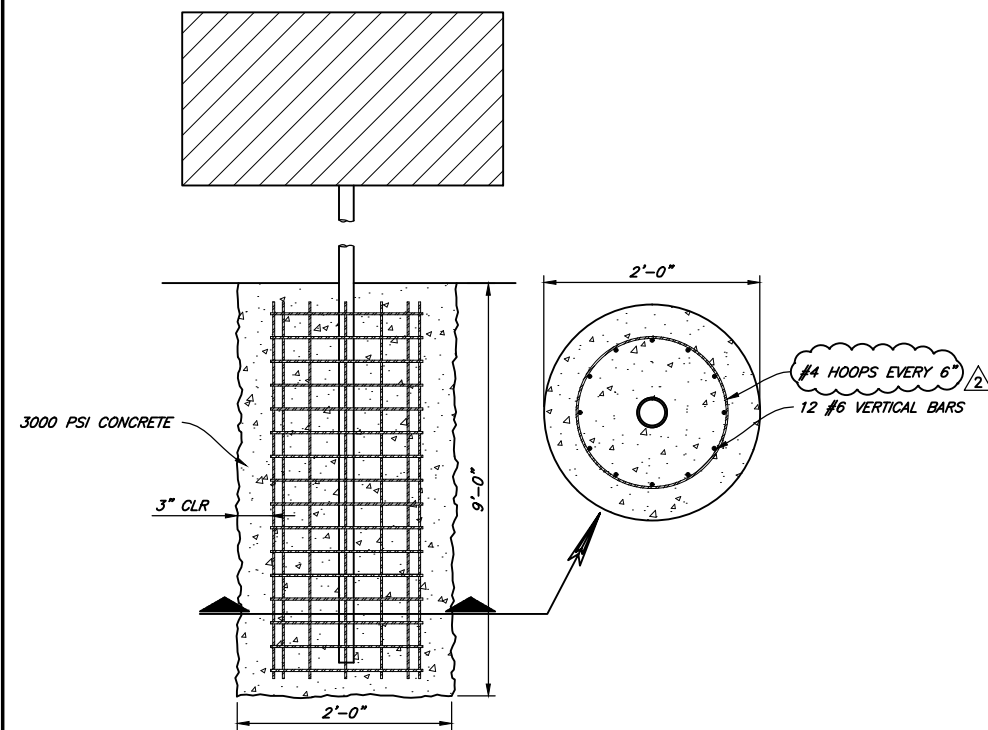
DETAIL 15
NTS
(N STATE ST PAVEMENT)



DETAIL 14
NTS
(ELECTRICAL CONDUIT TRENCH)

- NOTE:**
TYPICAL PULL BOXES SIZES:
15"x25", 18"x27", 22"x35"
SEE NOTES ON SHEET C-1 AND SHEET C-17 REGARDING THE ELECTRICAL SYSTEM FOR THE TRAFFIC SIGNALS.





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WILLOTS, CA. 95490
WWW.SEAN-707.COM

2	02/09/2017	DETAILS 17, 18 EDITED	TAH
1	11/21/2016	DETAILS 19, 20 EDITED	TAH
NO.	DATE	REVISION	BY

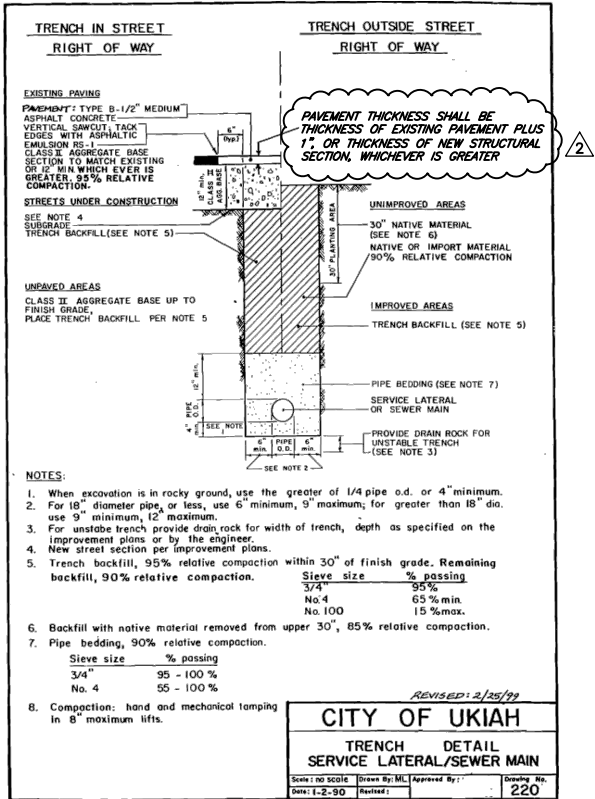
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CHK	JGI	
APVD		

CITY OF UKIAH
NORTH STATE ST INTERSECTION—LOW
ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

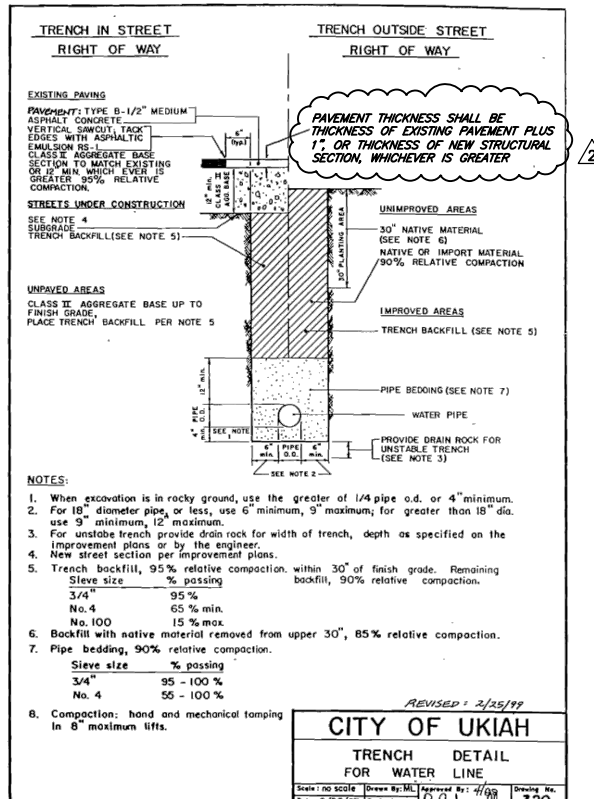
SHEET	C-13
SEQ	16
DATE	02/2017
PROJ. NO.	416056

SPECIFICATION NO. 17-02

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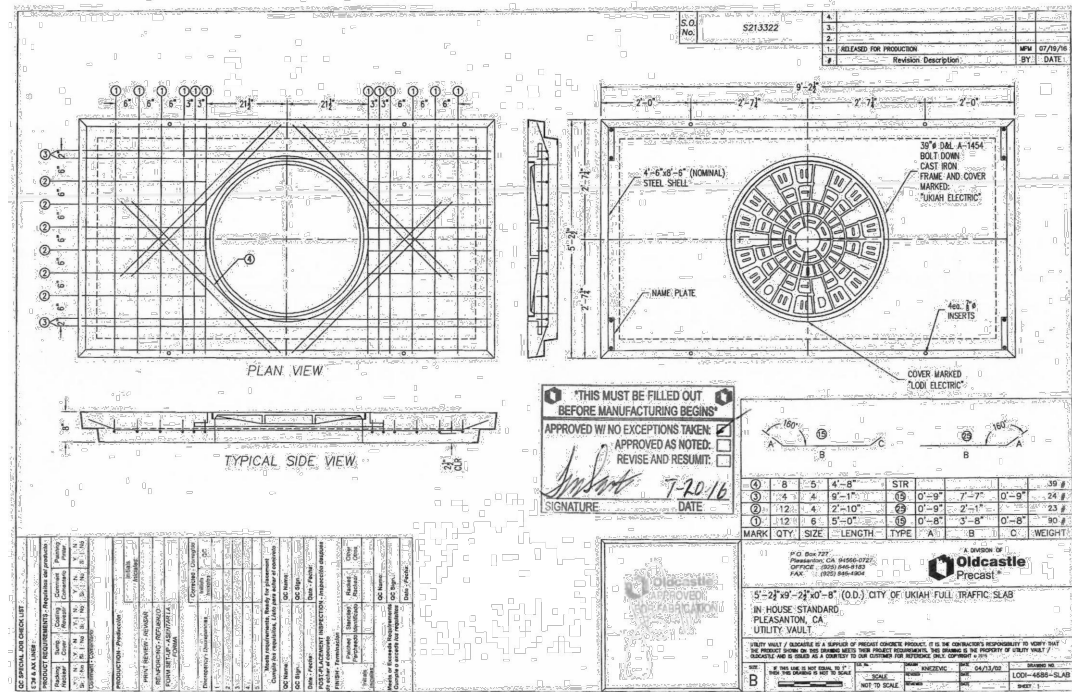


DETAIL 22
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(SEWER LATERAL TRENCH)

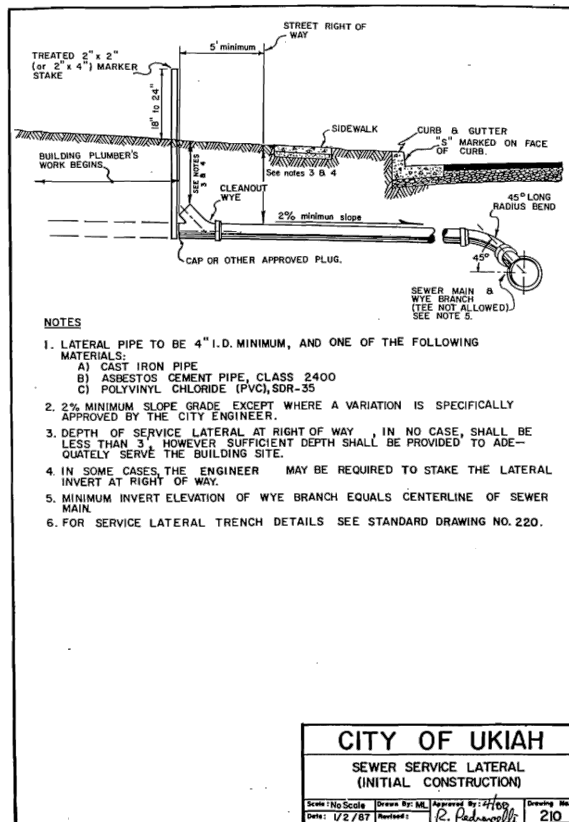


DETAIL 23
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(WATER LINE TRENCH)

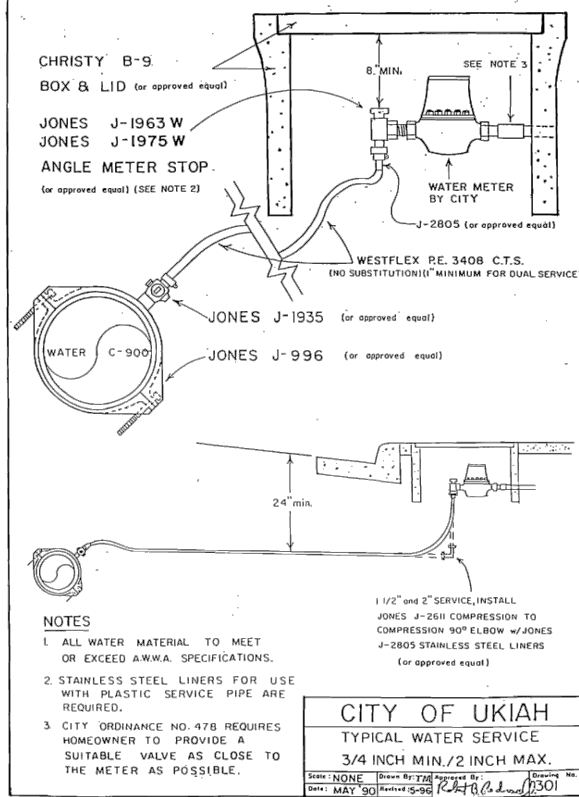
NOTE:
SEE DETAIL 12 FOR TRENCH TO BE USED WITHIN NORTH STATE STREET RIGHT-OF-WAY.



DETAIL 24
NTS
(UTILITY VAULT LID)

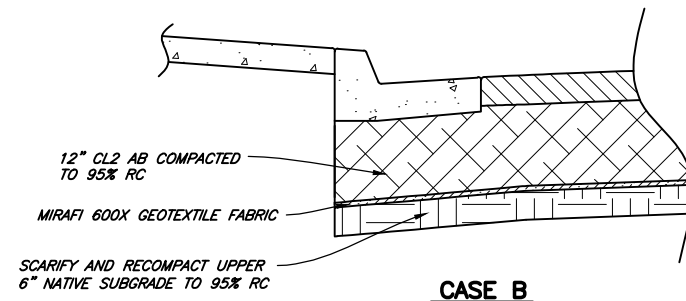
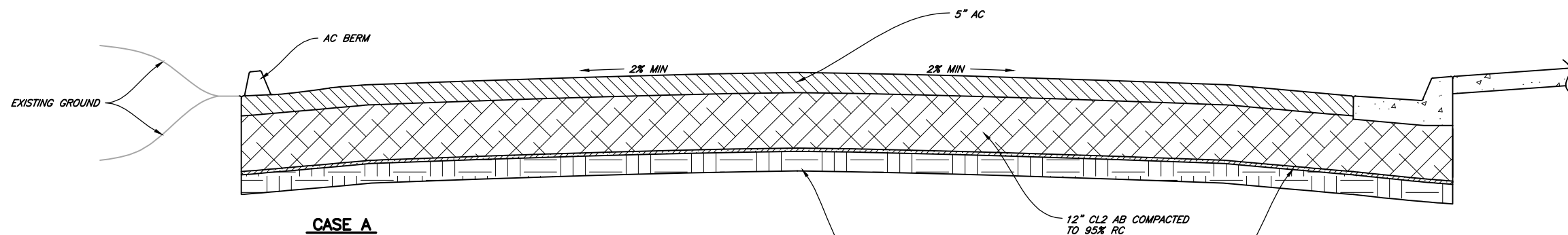


DETAIL 25
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(SEWER LATERAL)

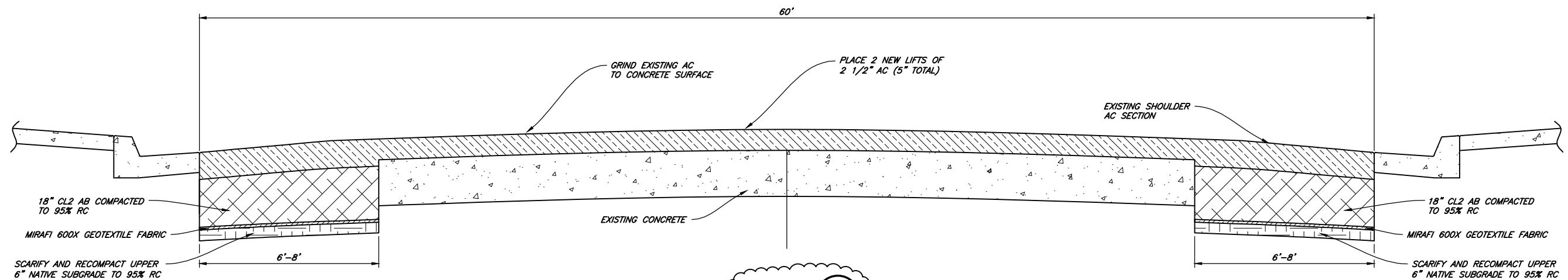


DETAIL 26
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(WATER LATERAL)

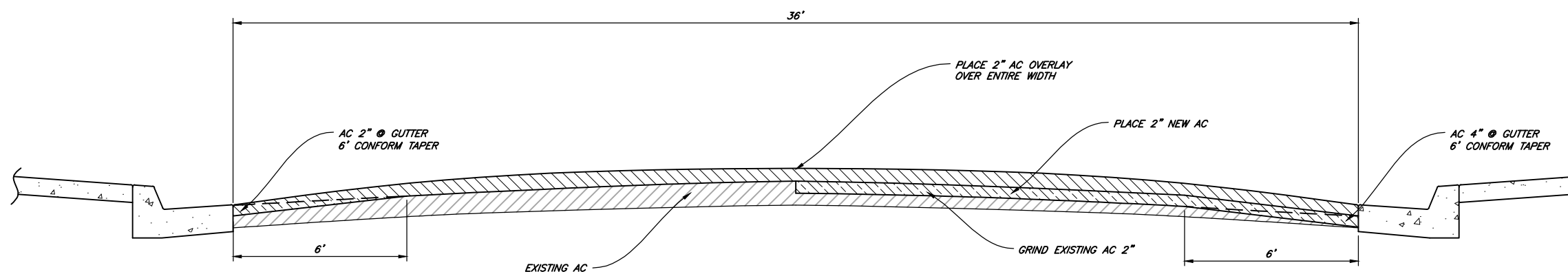




DETAIL 27
NTS
(BRUSH STREET PAVEMENT)



DETAIL 28
NTS
(NORTH STATE STREET PAVEMENT)



DETAIL 29
NTS
(LOW GAP ROAD PAVEMENT)



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REVISIONS

01/31/2017	DATE
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DR	SRH
CHK	JGI
APVD	

CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH
ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

DETAILS

SHEET
C-15
SEQ 18
DATE 02/2017
PROJ. NO.
416056

SPECIFICATION NO. 17-02

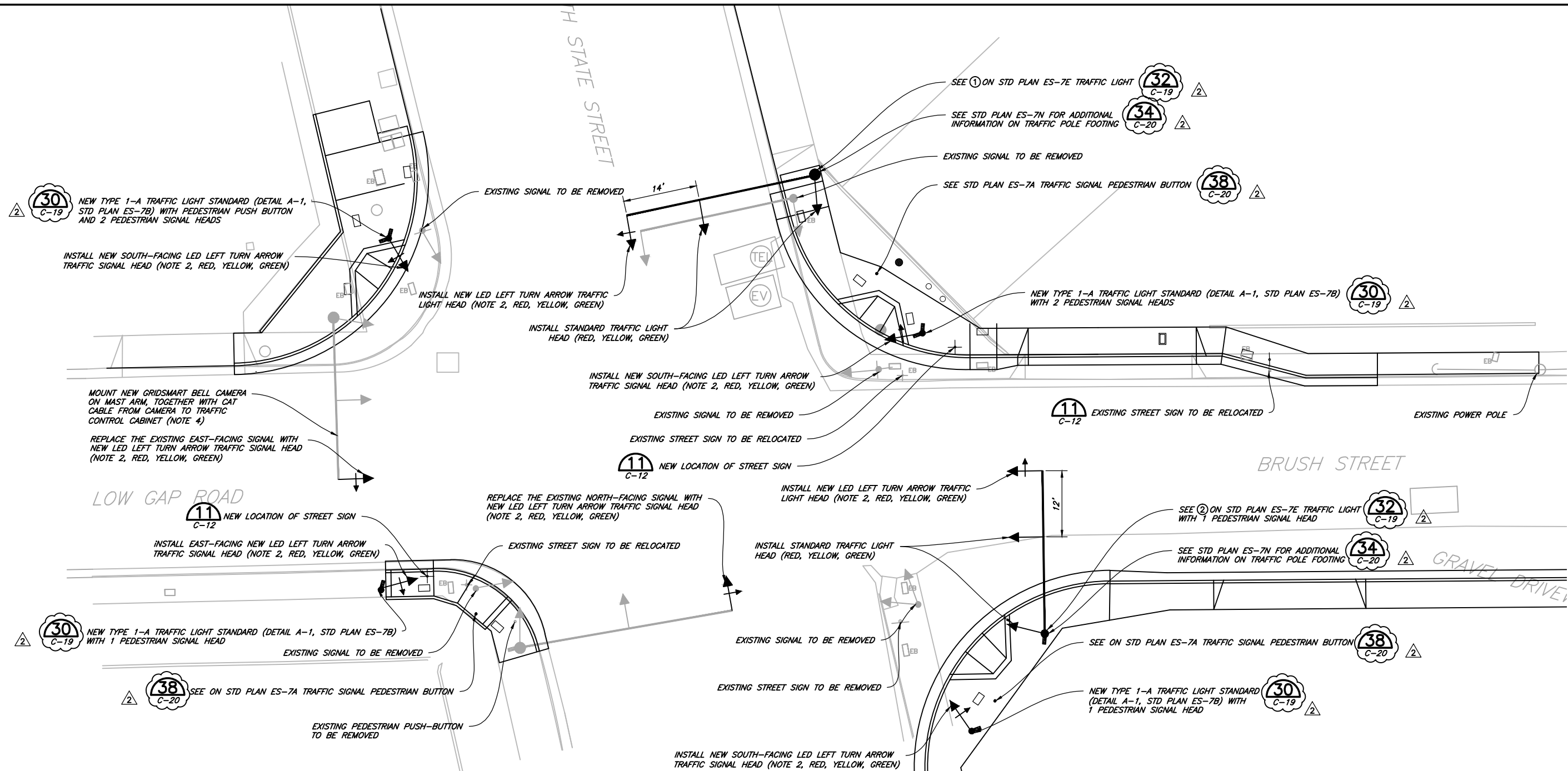
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CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW CAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	SHEET C-16	DGN T4H									CONSULTING ENGINEERS & GEOLOGISTS, INC.		WWW.SJEN-ENG.COM 335 S. MAIN ST., SUITE 100 WILLITS, CA. 95490		BAR IS ONE INCH ON ORIGINAL DRAWING O = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		VERIFY SCALES
FINAL PAVEMENT PLAN	SEQ 19	DR T4H									TAH		BY				
	DATE 02/2017	CHK JGI															
	PROJ. NO. 416056	APVD									NO.		DATE		REVISION		
											△		01/31/2017		DETAIL #s		

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NOTES:

- THE CONTRACTOR SHALL PROVIDE AND INSTALL INTEGRATED LED TRAFFIC SIGNAL LEFT TURN ARROW MODULES ON THE MAST ARMS OVER NORTH STATE STREET, ON THE POLE AT THE NORTHWEST CORNER, NORTHEAST CORNER, THE SOUTHWEST CORNER, AND THE SOUTHWEST CORNER. THE EXISTING LIGHT MODULES BEING REPLACED SHALL BE REMOVED BY THE CITY OF UKIAH.
- THE LEFT TURN ARROW MODULE SHALL BE MODEL NO. TPT-308B-3110CL PER THE CONFIGURATION CHART FOR "DIALIGHT" INTEGRATED TRAFFIC SIGNAL HEAD CONFIGURATION CHART UNLESS OTHERWISE DIRECTED BY THE CITY OF UKIAH ENGINEER OR APPROVED EQUAL.
- NEW TRAFFIC SIGNAL WIRING SHALL BE INSTALLED IN EXISTING CONDUITS WHEN POSSIBLE, OR IN NEW CONDUIT PER THE DETAIL PROVIDED HEREIN, AND JUNCTIONS SHALL BE POSITIONED IN NEW PULL BOXES AS SHOWN OR AS OTHERWISE NEEDED.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A GRIDSMAST BELL CAMERA, MOUNTED ON THE LOW GAP ROAD MAST ARM AS SHOWN OR AS DETERMINED BY THE SIGNAL CONTRACTOR IF A BETTER LOCATION IS DESIRED. THE CAMERA SHALL BE CONNECTED TO THE TRAFFIC CABINET VIA A CAT CABLE AS SPECIFIED BY THE MANUFACTURER. THE CONTRACTOR SHALL ALSO PROVIDE AND INSTALL A GS2 PROCESSOR AND FLEXIBLE GRIDSMAST CLIENT SOFTWARE. THE CONTRACTOR SHALL TEST THE SYSTEM AFTER INSTALLATION TO VERIFY PROPER OPERATION.
- THE EXISTING SIGNAL POLE AND MAST ARM AT THE NORTHEAST CORNER IS TO BE REPLACED WITH A NEW SIGNAL POLE 24-3-100 PER STANDARD PLAN ES-7E AS SHOWN IN DETAIL 29 ON SHEET C-19. THE EXISTING SIGNAL MODULES MAYBE REUSED ON THE NEW SIGNAL POLE OR NEW LED MODULES SHALL BE PROVIDED AND INSTALLED.
- THE EXISTING SIGNAL POLE AND MAST ARM AT THE SOUTHWEST CORNER IS TO BE REPLACED WITH A NEW SIGNAL POLE 19-3-100 PER STANDARD PLAN ES-7E AS SHOWN IN DETAIL 29 ON SHEET C-19. THE EXISTING SIGNAL MODULES MAYBE REUSED ON THE NEW SIGNAL POLE OR NEW LED MODULES SHALL BE PROVIDED AND INSTALLED.
- STREET LIGHTS MOUNTED ON TRAFFIC SIGNAL POLES SHALL BE MANUFACTURED BY "COOPER", LED COBRA HEAD, PART NO. OVFE05LEDEUT3AP4N7.
- THE EXISTING STREET SIGNS MOUNTED ON THE MAST ARM OF THE SIGNAL POLE TO BE REPLACED SHALL BE REMOUNTED ON THE MAST ARM OF THE NEW SIGNAL POLE.
- THE CONTRACTOR SHALL USE EXTREME CAUTION WHILE CONSTRUCTING NEW FOOTINGS FOR THE SIGNAL POLES AS EXISTING UTILITIES ARE VERY CLOSE TO THE NEW FOOTING EXCAVATION.
- THE EXISTING FOOTING FOR THE SIGNAL POLE WITH MAST ARM AT THE NORTHEAST CURB RETURN MAY REMAIN IN PLACE, BUT THE ANCHOR BOLTS AND EXISTING SLAB SHALL BE REMOVED TO A DEPTH OF 4 TO 6 INCHES BELOW GRADE AND NEW CONCRETE SIDEWALK SLAB SHALL BE REINSTALLED OVER THE EXISTING REMAINING EXISTING FOOTING.
- THE EXISTING RAIN WATER LEADER UNDER THE SIDEWALK IN THE LOCATION OF THE NEW SIGNAL POLE FOOTING ON THE NORTHEAST CORNER SHALL BE REALIGNED UNDER THE SIDEWALK AND TROUGH THE CURB AS NEEDED TO THE SOUTH OF THE NEW FOOTING.
- THE FOOTINGS FOR THE SIGNAL POLES TO BE RELOCATED SHALL BE REMOVED AND BACKFILLED WITH COMPACTED STRUCTURAL BACKFILL.
- THE CONTRACTOR SHALL PERFORM A FIELD VERIFICATION OF THE EXISTING TRAFFIC SIGNAL EQUIPMENT AND PREPARE A SCHEMATIC SUBMITTAL OF THE NEW TRAFFIC SIGNAL FACILITIES FOR REVIEW AND APPROVAL PRIOR TO ORDERING NEW EQUIPMENT.

PLAN
1"=10'

LEGEND

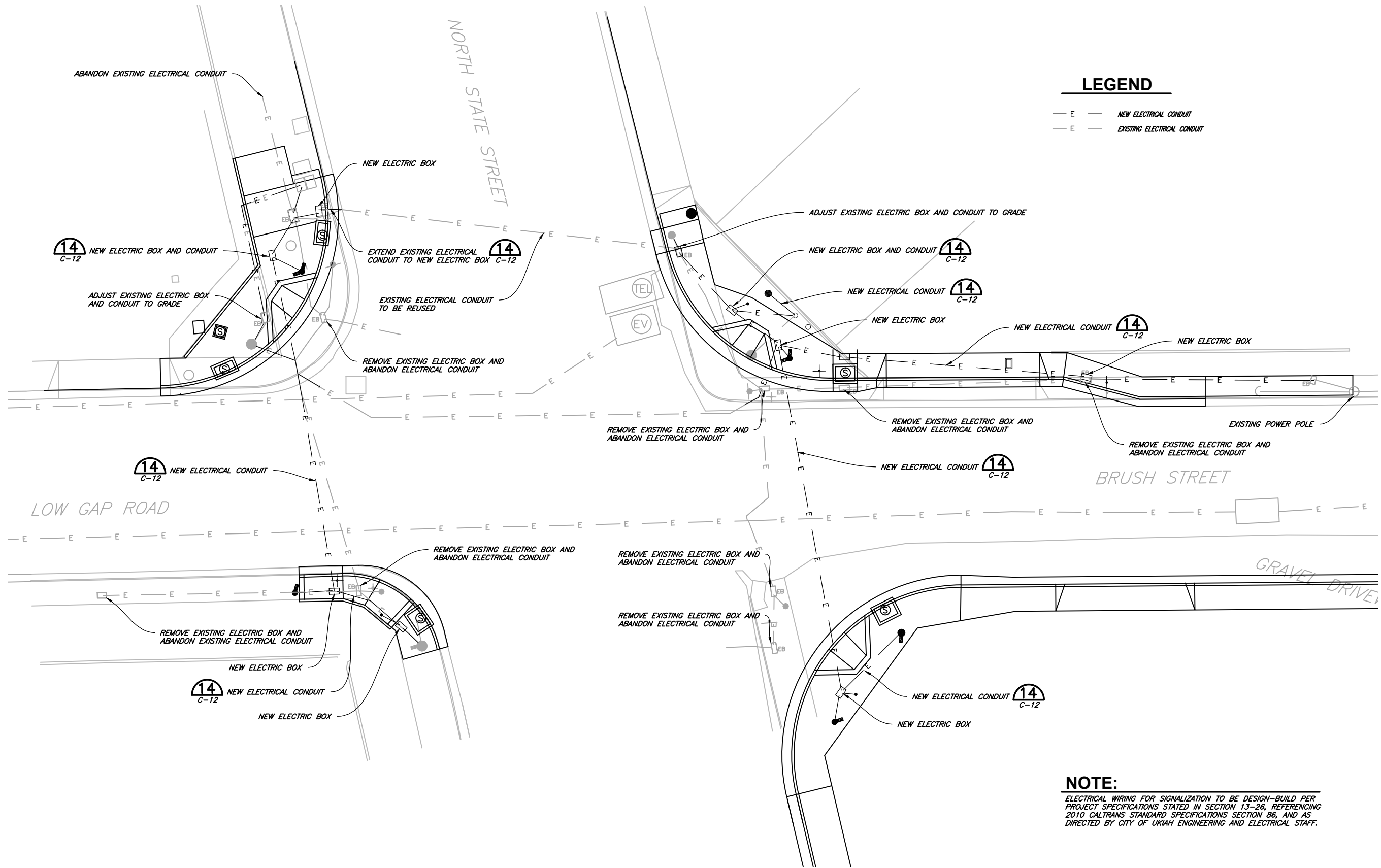
- NEW SOLID SIGNAL
- NEW LEFT ARROW SIGNAL
- EXISTING SOLID SIGNAL
- NEW PEDESTRIAN SIGNAL HEAD



SPECIFICATION NO. 17-02

VERIFY SCALES BASE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
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TAH	BY
NOTES & DETAIL #s	REVISION
01/31/2017	DATE
2	NO.
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DR	TAH
CHK	JGI
APVD	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
TRAFFIC SIGNALIZATION PLAN	
SHEET	C-17
SEQ	20
DATE	02/20/2017
PROJ. NO.	416056

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LEGEND

- E — NEW ELECTRICAL CONDUIT
- E — EXISTING ELECTRICAL CONDUIT

NOTE:

ELECTRICAL WIRING FOR SIGNALIZATION TO BE DESIGN-BUILD PER PROJECT SPECIFICATIONS STATED IN SECTION 13-26, REFERENCING 2010 CALTRANS STANDARD SPECIFICATIONS SECTION 86, AND AS DIRECTED BY CITY OF UKIAH ENGINEERING AND ELECTRICAL STAFF.

PLAN
1"=10'



SPECIFICATION NO. 17-02

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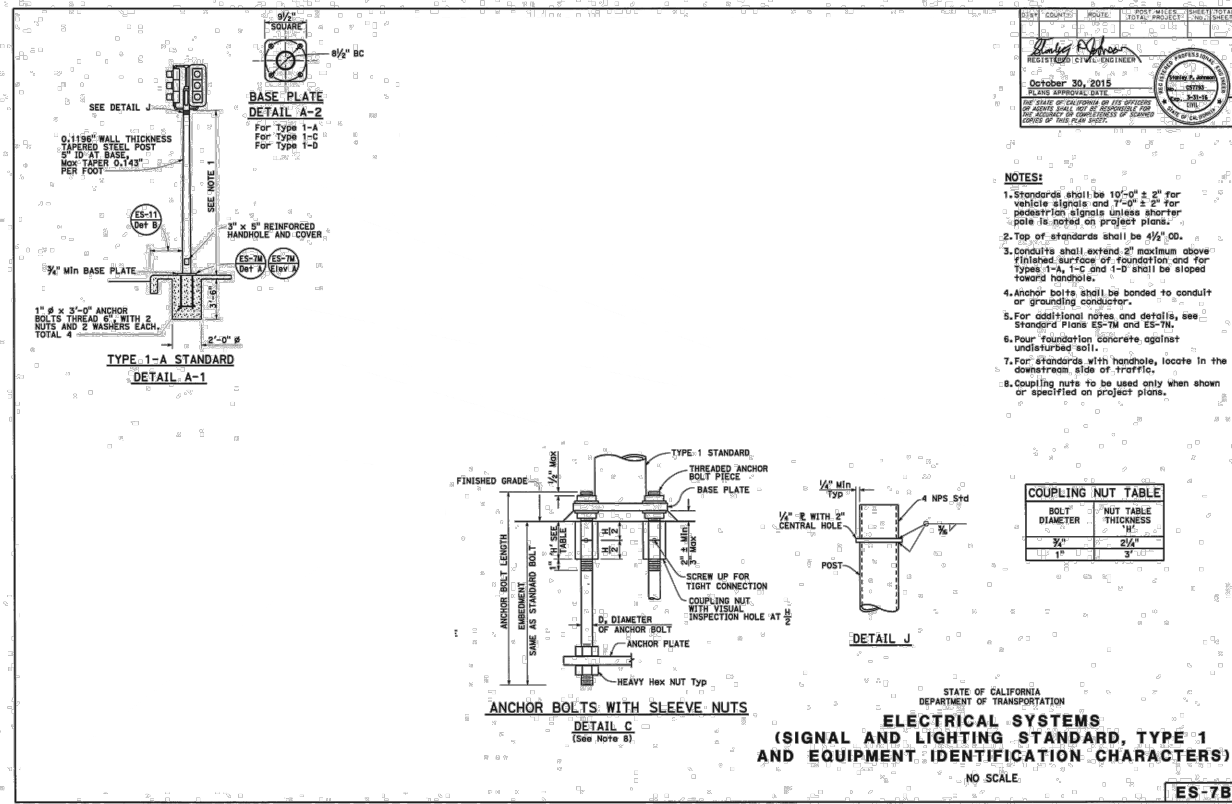


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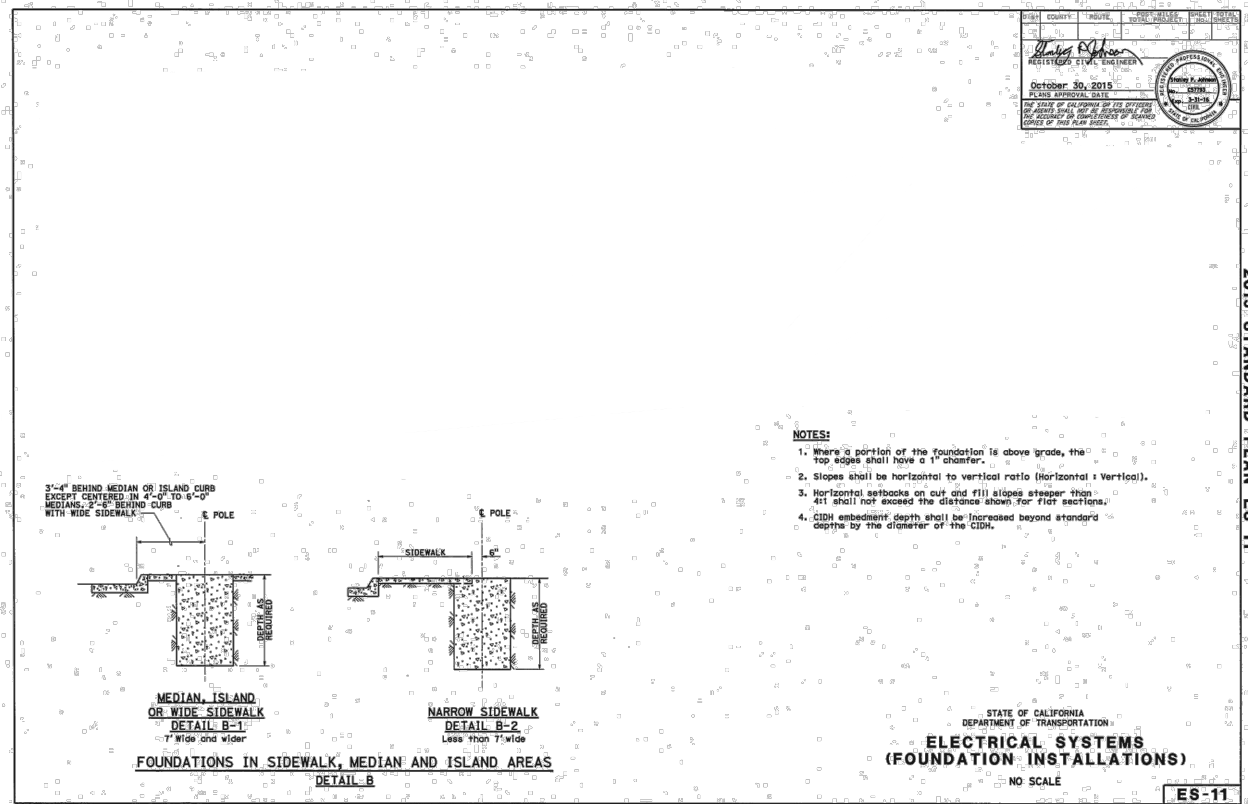
CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
ELECTRICAL PLAN

SHEET	C-18
SEQ	21
DATE	02/2017
PROJ. NO.	416056

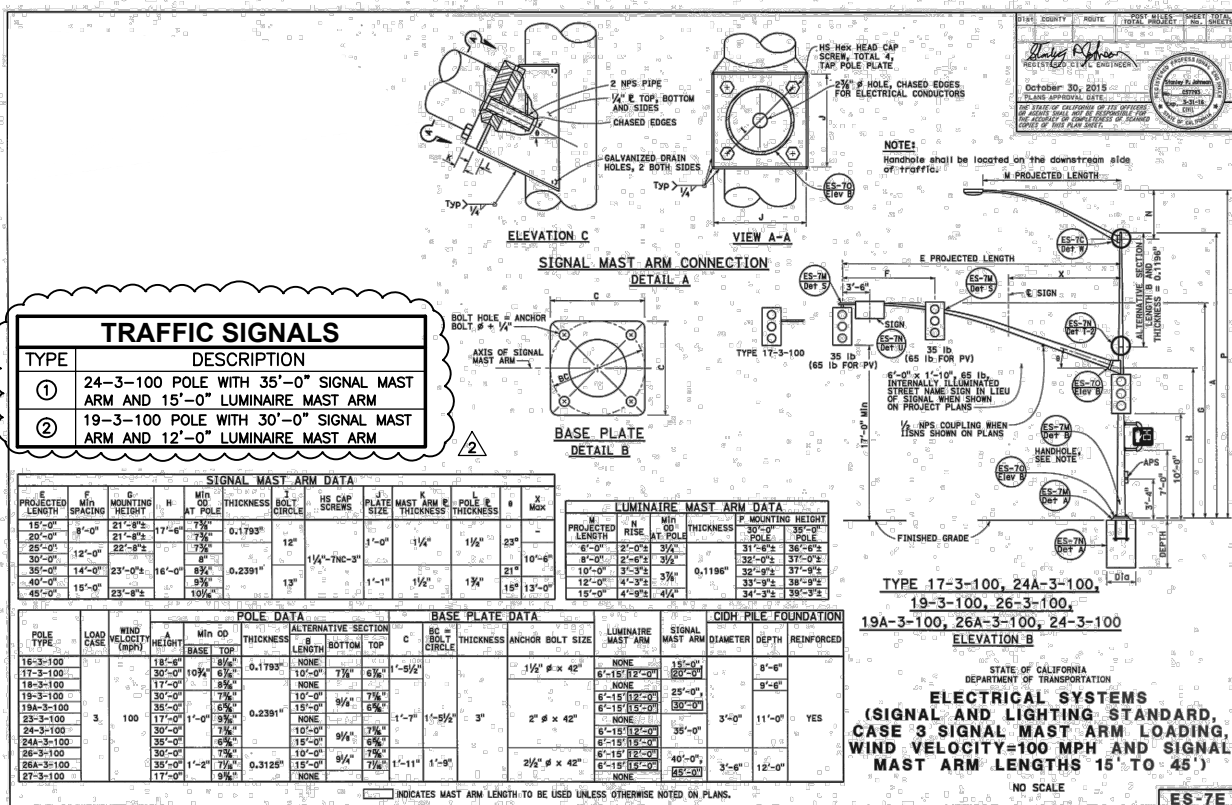
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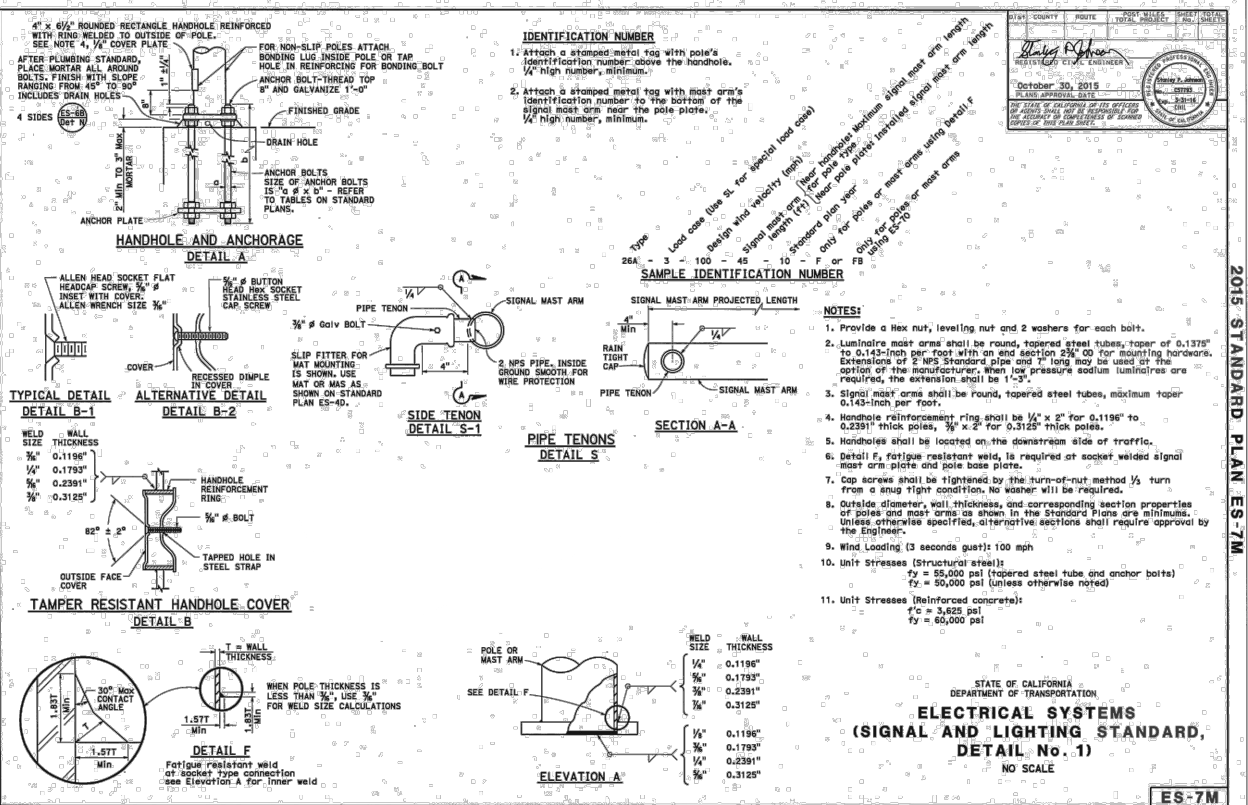
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(CALTRANS STANDARD DETAIL ES-7B)



DETAIL 31
NTS
(CALTRANS STANDARD DETAIL ES-11)



DETAIL 32
NTS
(CALTRANS STANDARD DETAIL ES-7E)

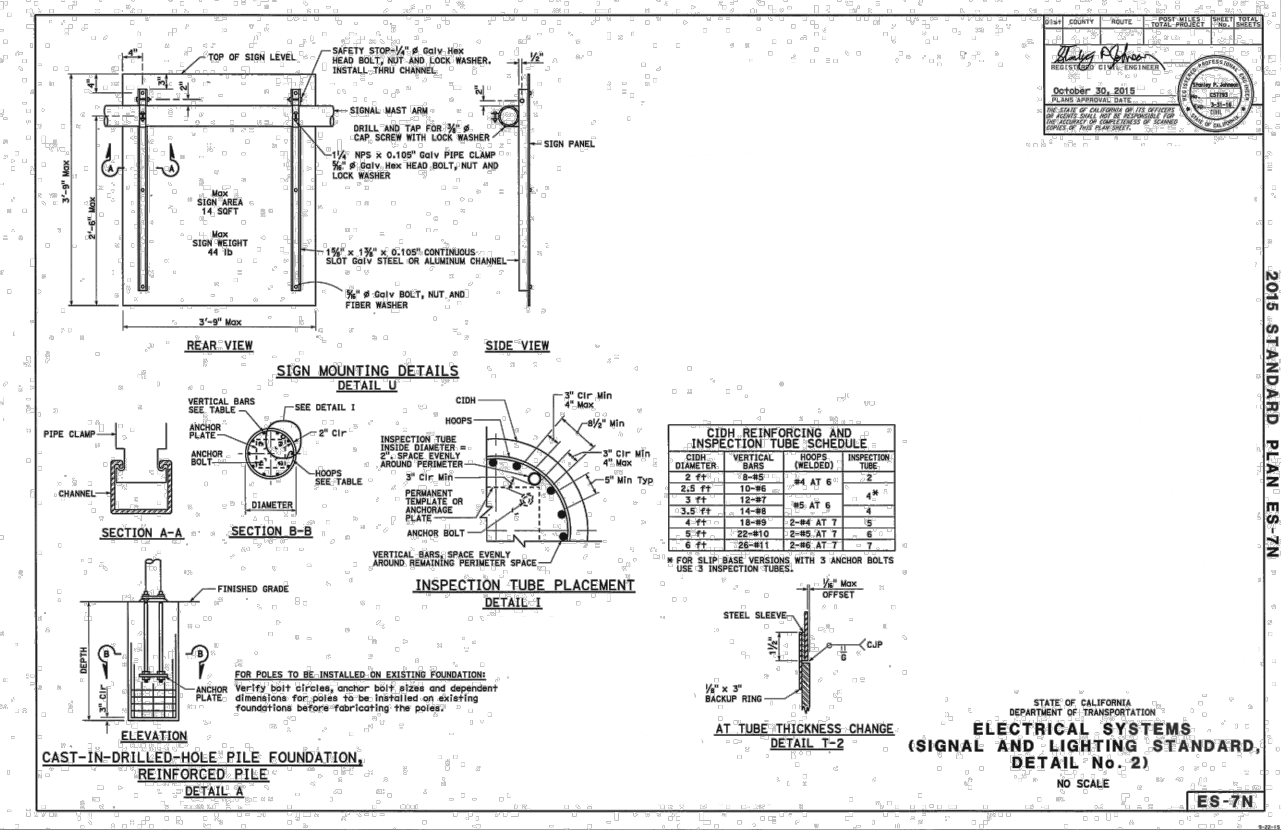


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(CALTRANS STANDARD DETAIL ES-7M)

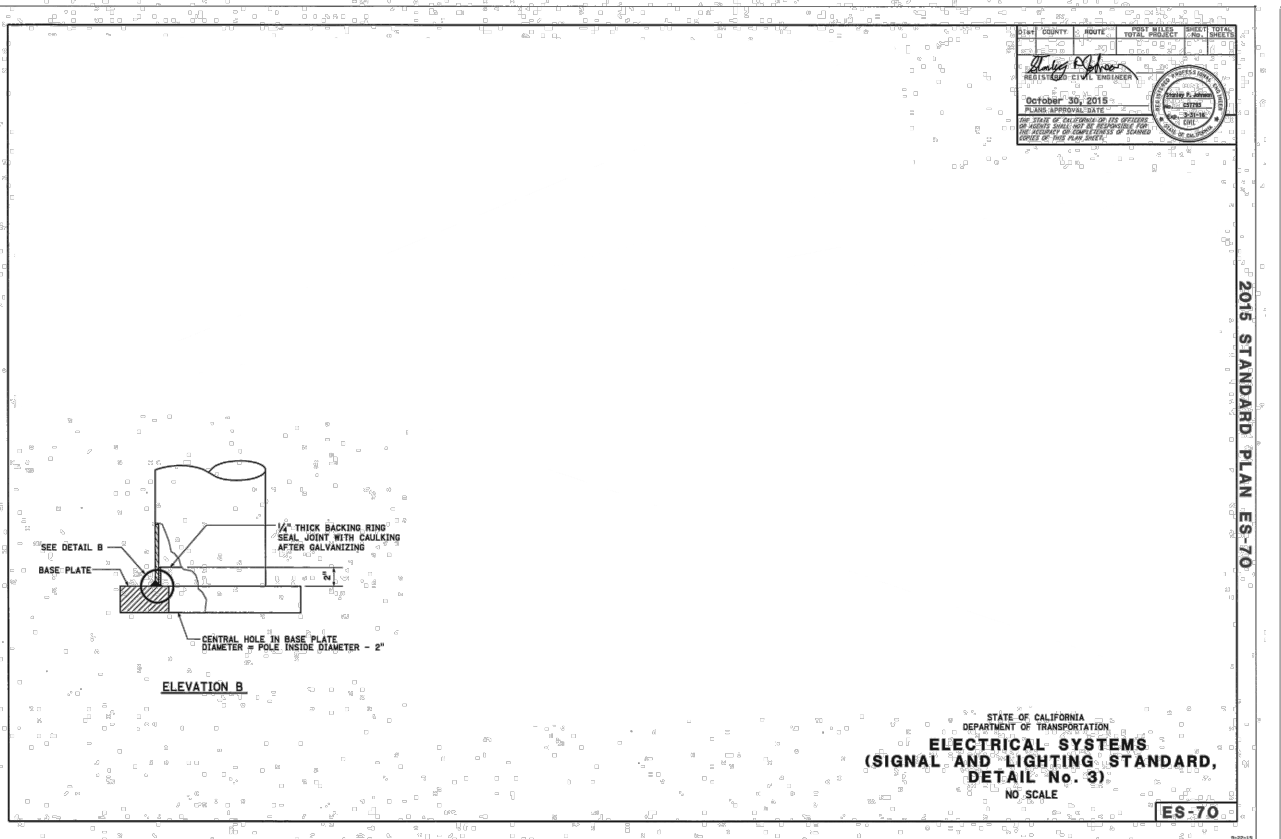
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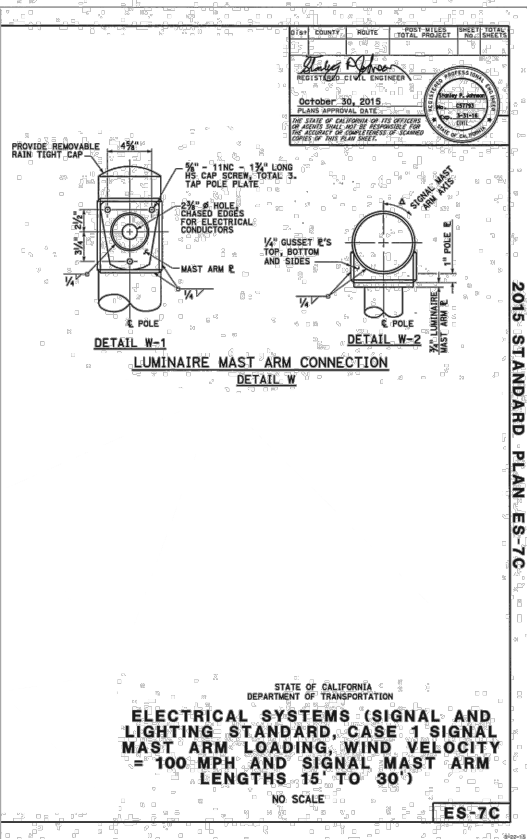
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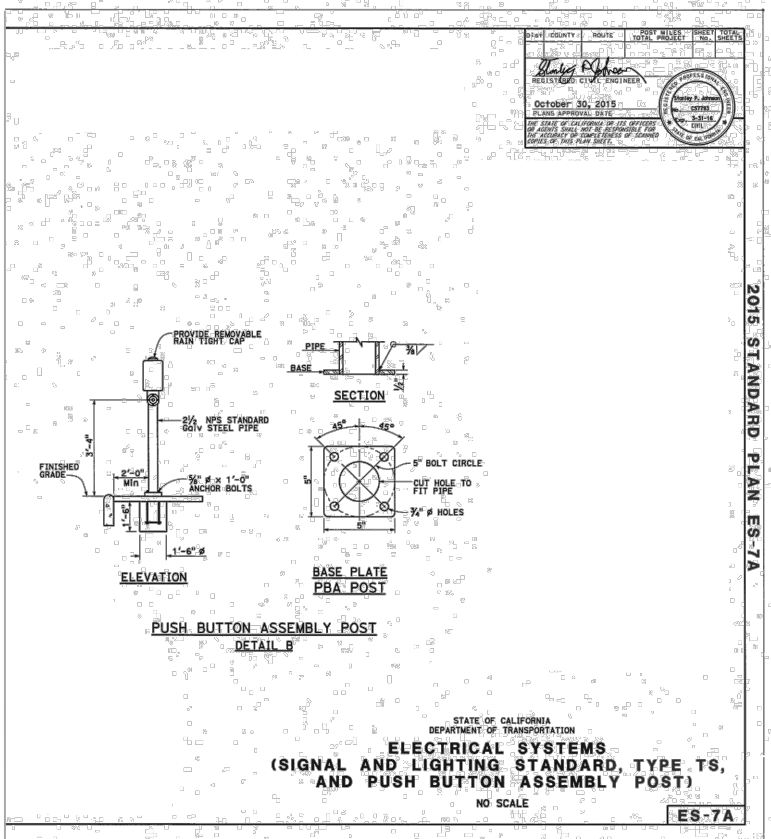
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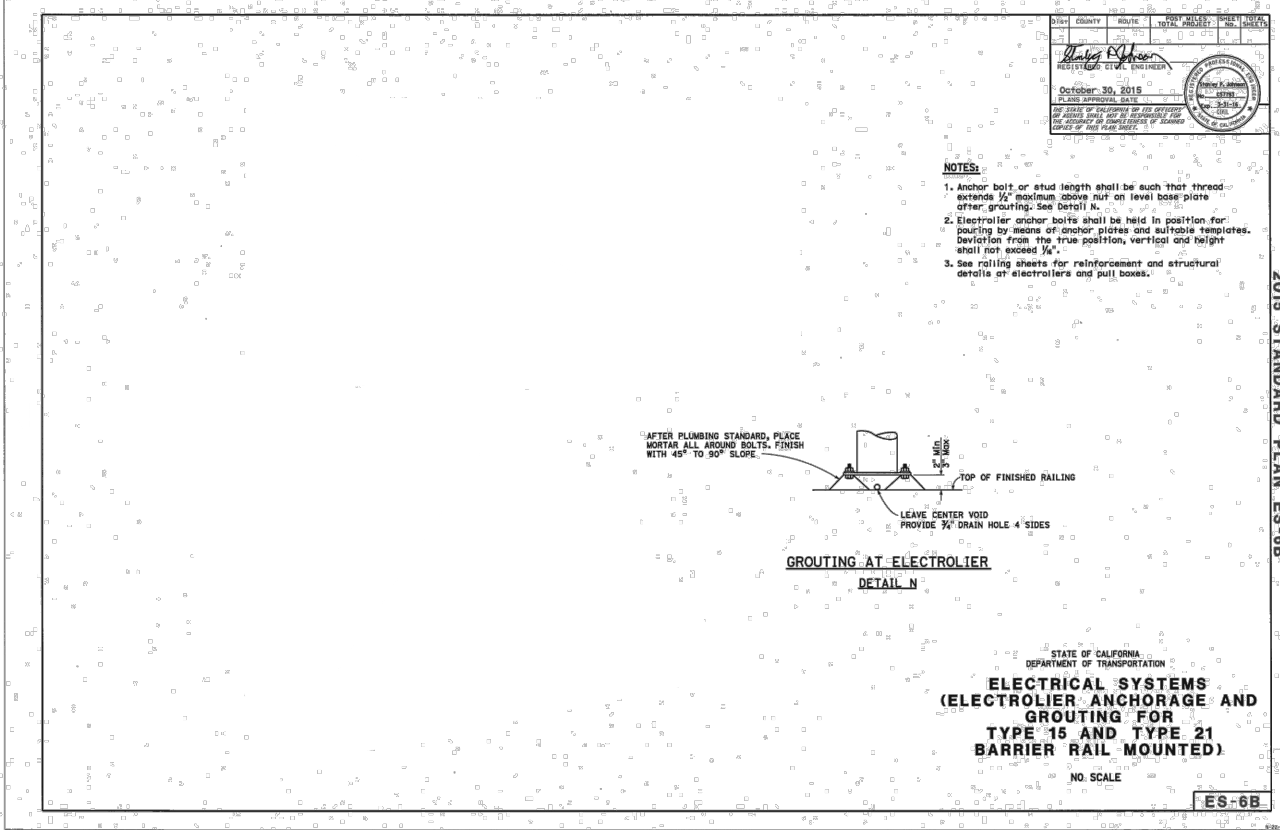
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(CALTRANS STANDARD DETAIL ES-70)



DETAIL 37
NTS
(CALTRANS STANDARD DETAIL ES-7C)



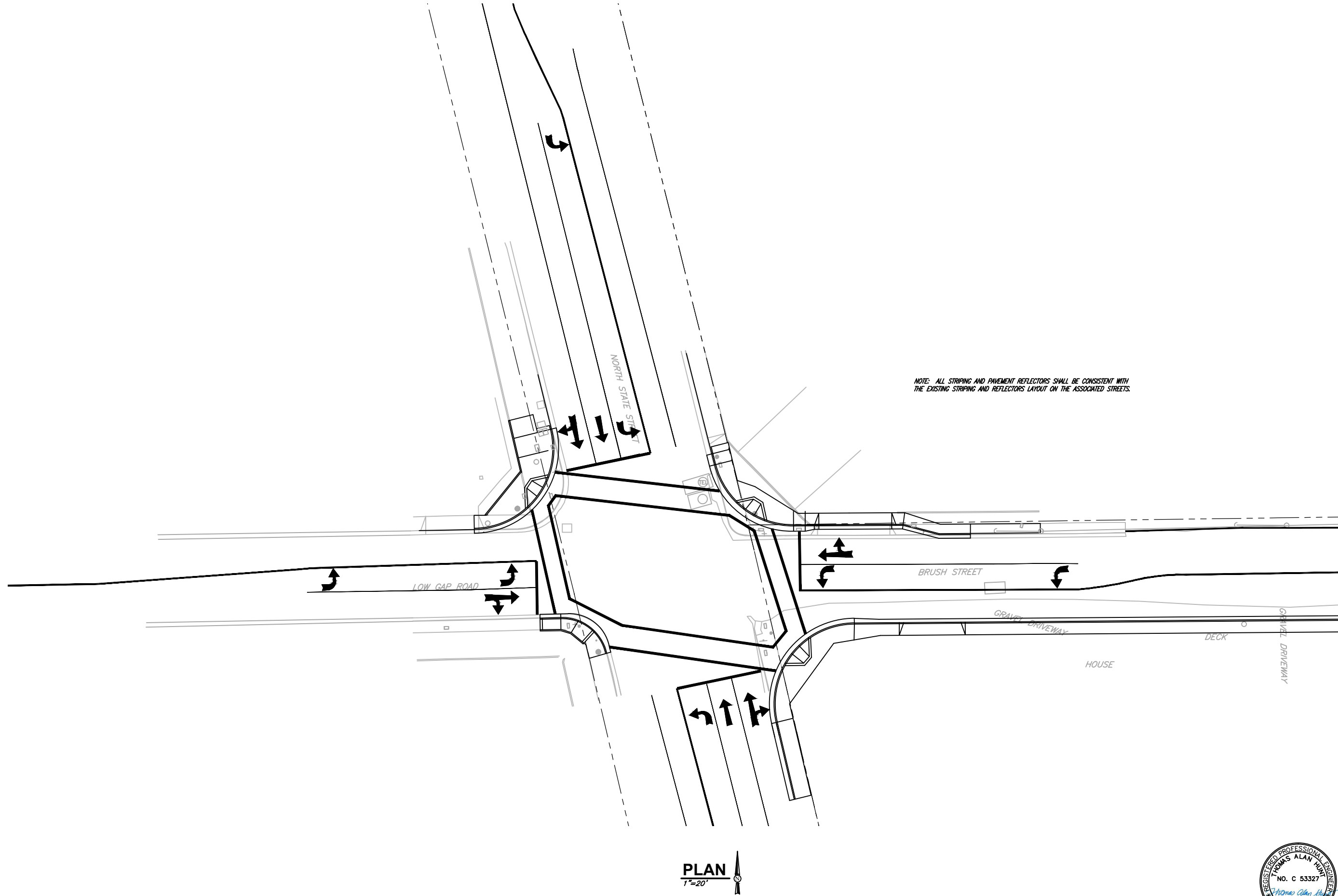
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(CALTRANS STANDARD DETAIL ES-7A)



DETAIL 35
NTS
(CALTRANS STANDARD DETAIL ES-6B)



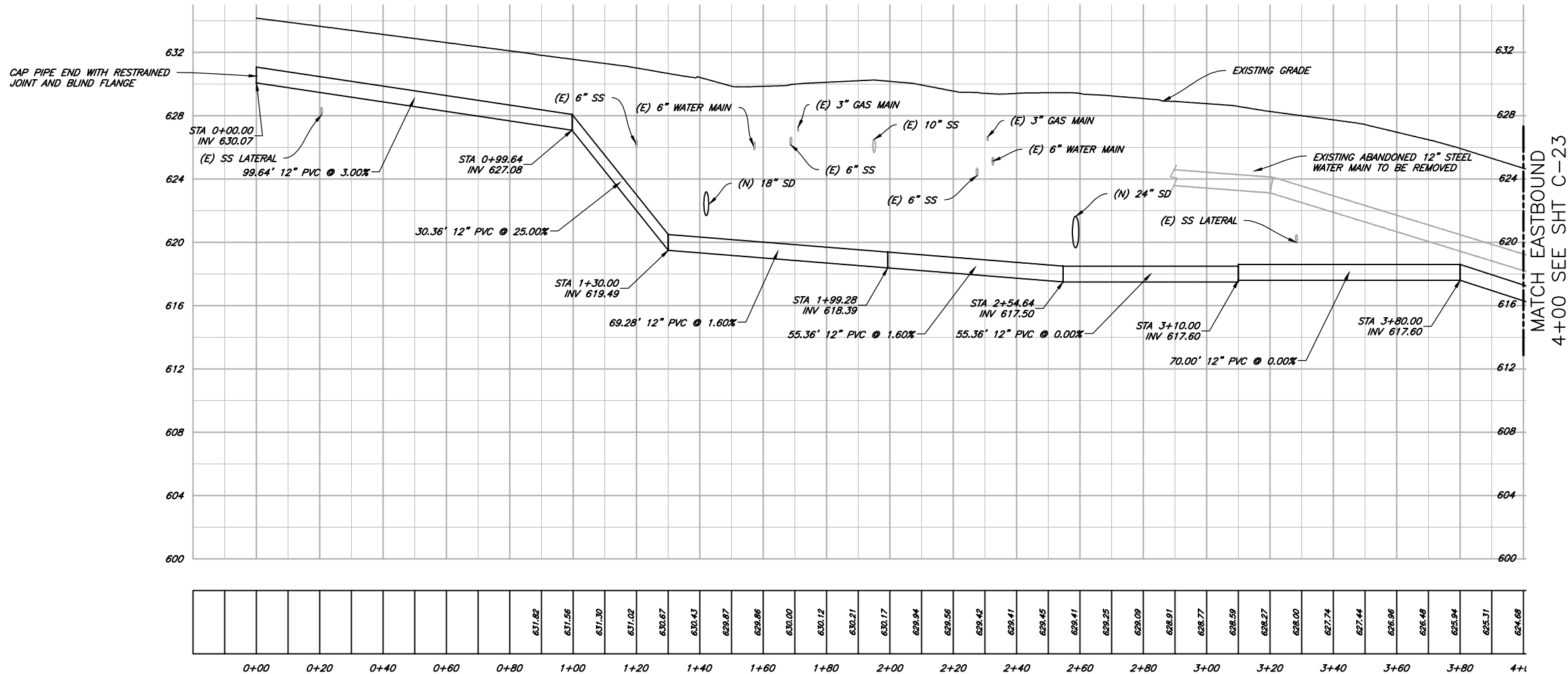
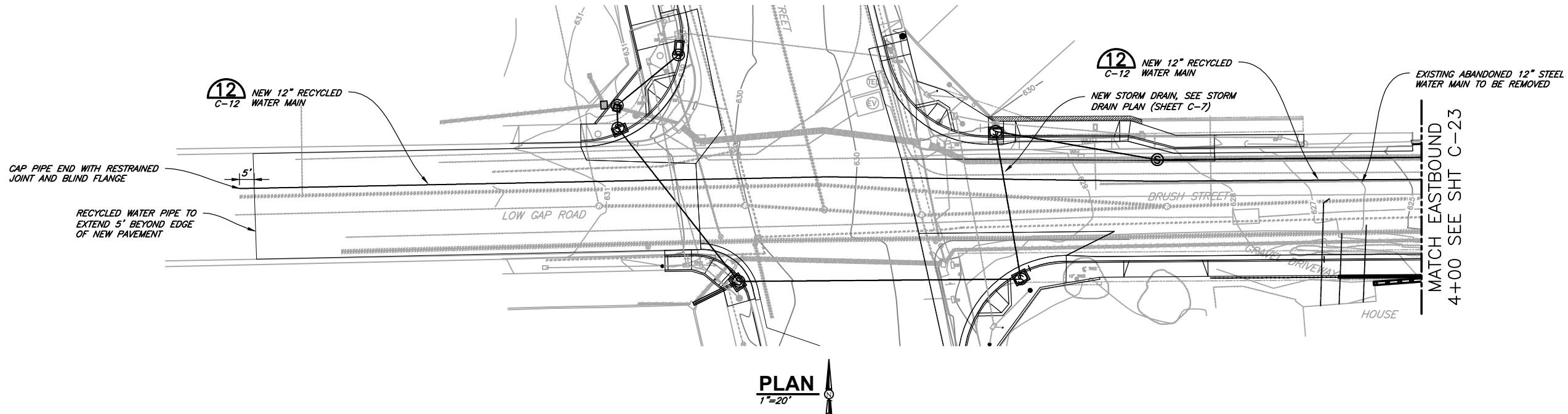
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DESIGN		TAH	CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		SHEET C-21	
DR	TAH	TAH			SEQ	24
CHK	JGI	JGI			DATE	02/2017
APVD					PROJ. NO.	416056
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BY						



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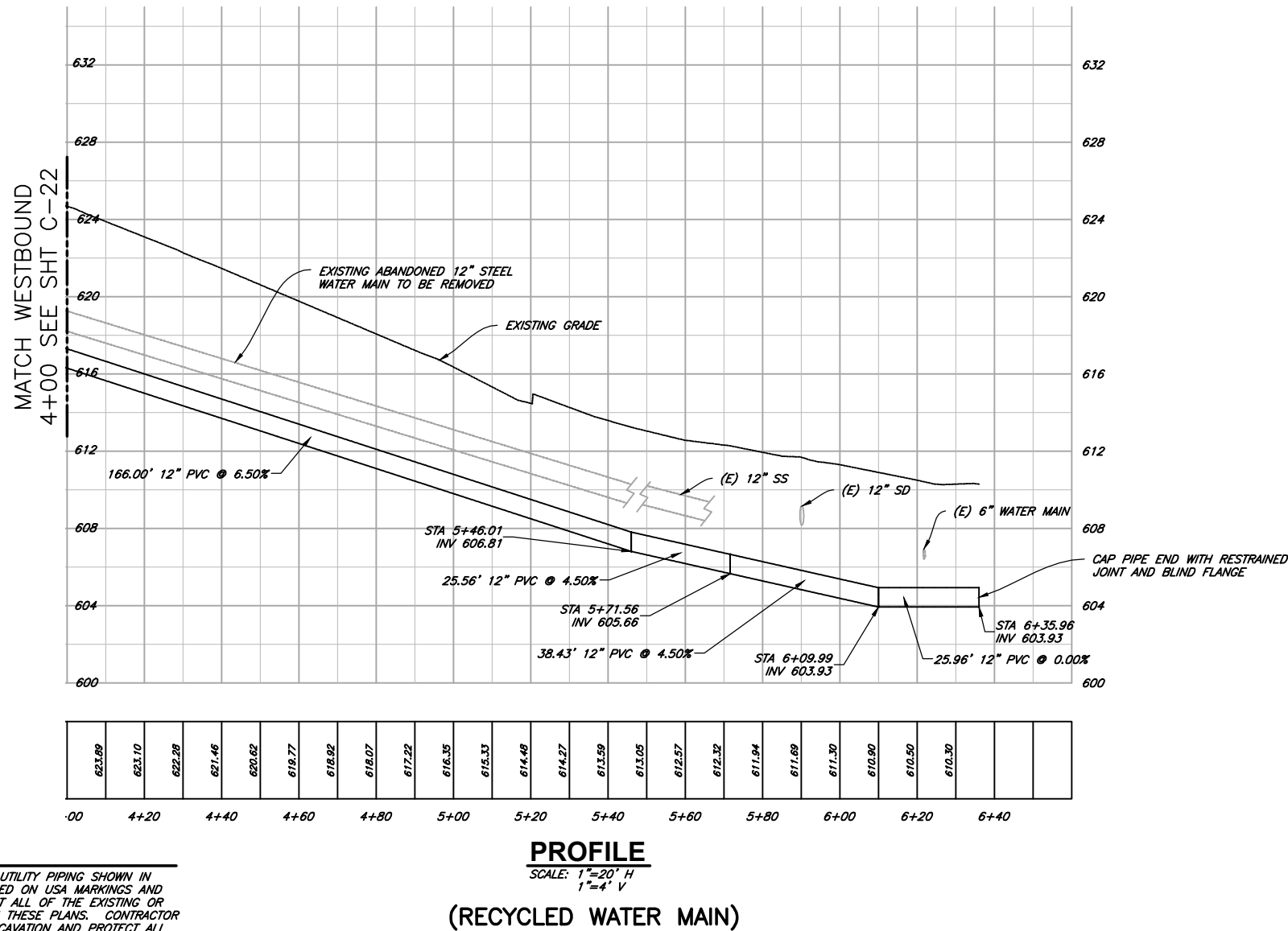
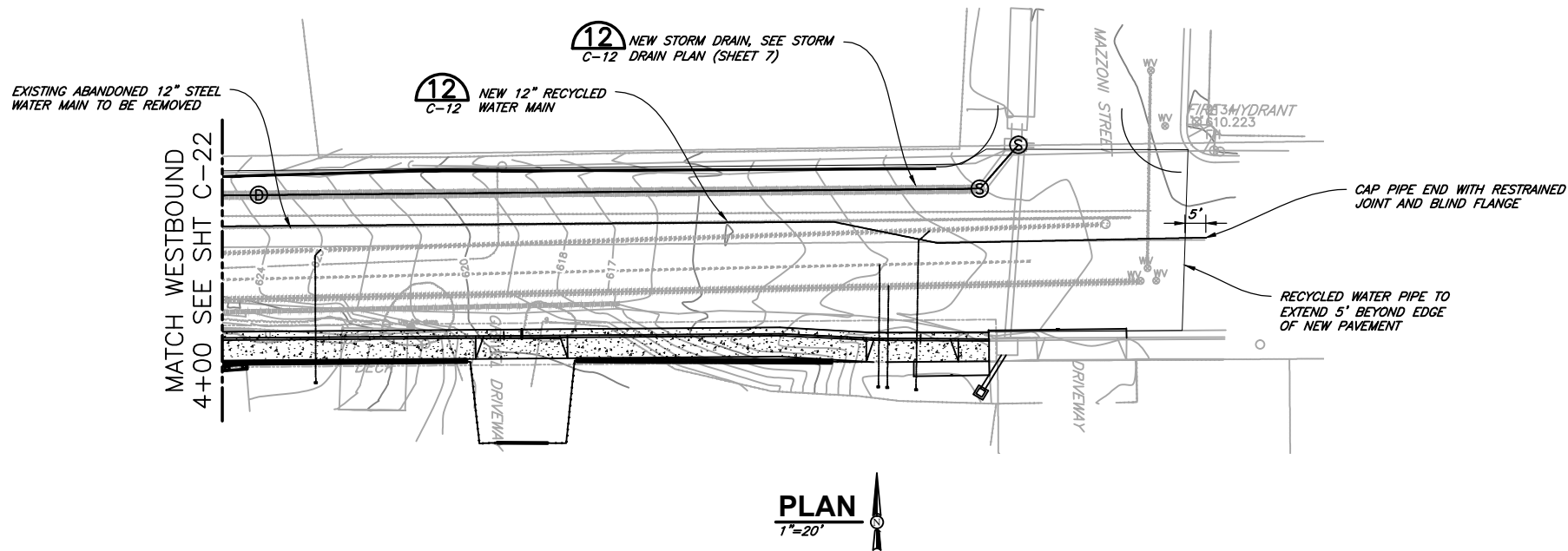
PROFILE
SCALE: 1"=20' H
1"=4' V
(RECYCLED WATER MAIN)



SPECIFICATION NO. 17-02

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SHEET C-22	
SEQ 25	
DATE 02/2017	
PROJ. NO. 416056	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS RECYCLED WATER PLAN AND PROFILE	
DSGN SRH	BY
DR SRH	REVISION
CHK TAH	DATE
APVD	NO.
02/08/2017 NEW SHEET	
TAH	

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CITY OF UKIAH
 NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
 RECYCLED WATER PLAN AND PROFILE

SHEET	C-23
SEQ	26
DATE	02/2017
PROJ. NO.	416056

TAH	BY
02/08/2017	NEW SHEET
2	REVISION
	NO.

NORTH STATE STREET INTERSECTION - LOW GAP ROAD/BRUSH STREET, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

Attachment #3

SPECIFICATION NO. 17-02 CITY OF UKIAH, CALIFORNIA

PREPARED BY:



JUNE 2017

APPROVALS

TIM ERIKSEN, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
CITY OF UKIAH

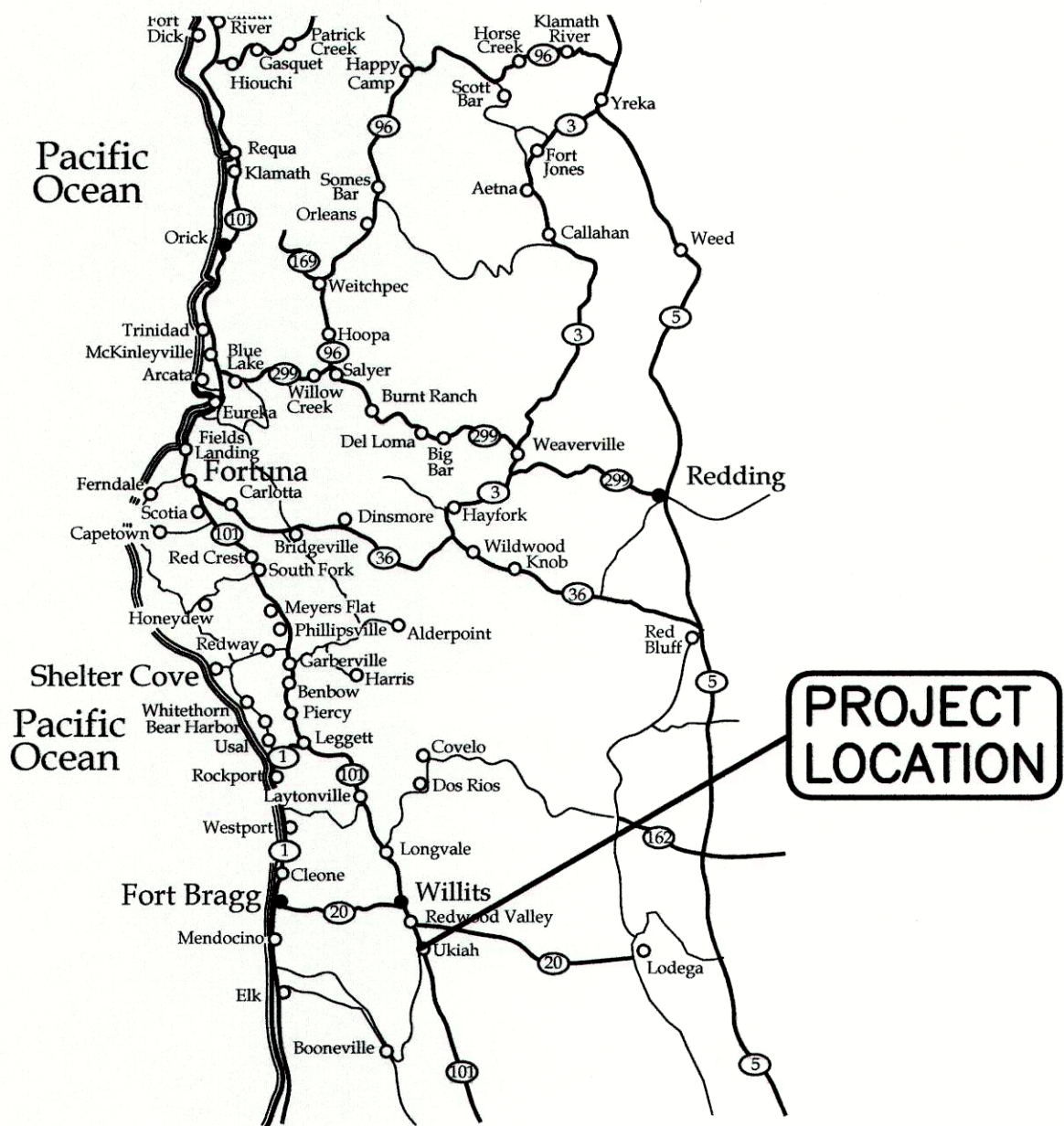
DATE

JUNE 8 2017

THOMAS A. HUNT, P.E. C 53327
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

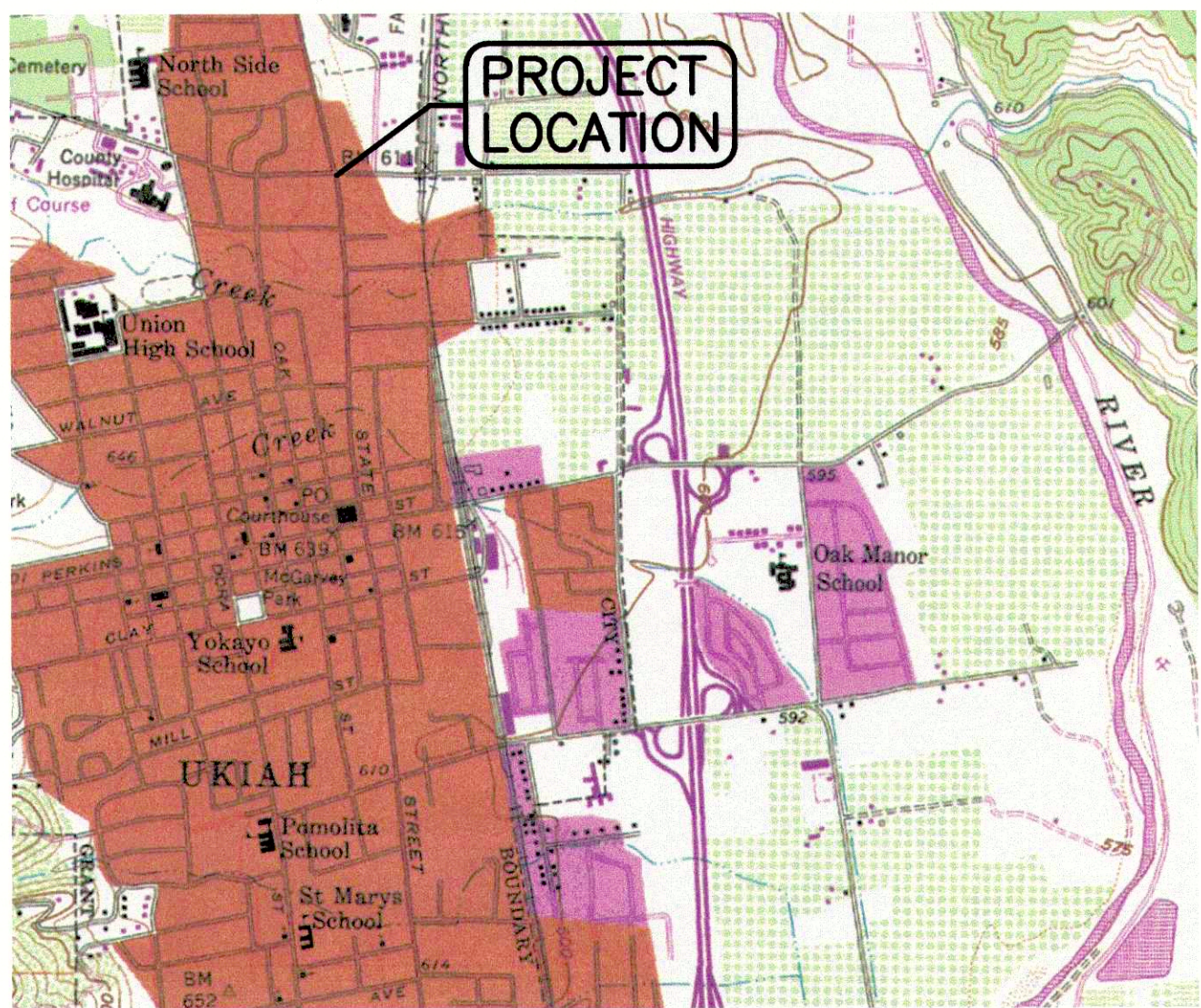
DATE

JUNE 8, 2017



LOCATION MAP

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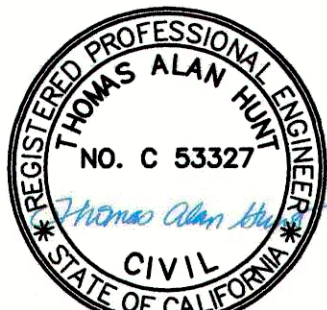


VICINITY MAP

NTS

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2	G-2	STANDARD ABBREVIATIONS AND LEGENDS
3	V-1	EXISTING CONDITIONS TOPOGRAPHIC MAP
4	C-1	GENERAL NOTES & SPECIFICATIONS
5	C-2	NORTHWEST CURB RETURN PLAN
6	C-3	NORTHEAST CURB RETURN PLAN
7	C-4	SOUTHEAST CURB RETURN PLAN
8	C-5	SOUTHWEST CURB RETURN PLAN
9	C-6	SIDEWALK PLAN
10	C-7	STORM DRAIN PLAN
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21	C-18	ELECTRICAL PLAN
22	C-19	SIGNALIZATION DETAILS
23	C-20	SIGNALIZATION DETAILS
24	C-21	STRIPING PLAN
25	C-22	RECYCLED WATER PLAN AND PROFILE
26	C-23	RECYCLED WATER PLAN AND PROFILE



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C-23 ADDED

DATE
02/08/2017

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DR
CHK
APVD

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TAH
JGI

CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
COVER

SHEET
G-1

SEQ
1

DATE
02/2017

PROJ. NO.
416056

ABBREVIATIONS		
A	ABN	— ABANDON
	ABS	— ACRYLONITRILE–BUTADIENE–STYRENE
	AB	— ANCHOR BOLT, AGGREGATE BASE
	AC	— ASPHALTIC CONCRETE
	ACP	— ASBESTOS CEMENT PIPE
	ACI	— AMERICAN CONCRETE INSTITUTE
	ADJ	— ADJUSTABLE
	AGGR	— AGGREGATE
	AISC	— AMERICAN INSTITUTE OF STEEL CONSTRUCTION
	AL	— ALUMINUM
	ALT	— ALTERNATE
	AP	— ANGLE POINT
	APPROX	— APPROXIMATELY
	ARCH	— ARCHITECTURAL
	ASTM	— AMERICAN SOCIETY FOR TESTING & MATERIALS
	AUTO	— AUTOMATIC
	AUX	— AUXILIARY
	⊙	— AT
	BC	— BEGIN CURVE
	BCR	— BEGIN CURB RETURN
B	BD	— BOARD
	BF	— BLIND FLANGE
	BFV	— BUTTERFLY VALVE
	BK	— BOOK OR BACK
	BLDG	— BUILDING
	BM	— BENCH MARK, BEAM
	BNP	— BEST MANAGEMENT PRACTICE
	BO	— BLOW OFF
	BOT	— BOTTOM
	BRG	— BEARING
	BTWN	— BETWEEN
	BV	— BALL VALVE
	BVC	— BEGINNING OF VERTICAL CURVE
	BW	— BACK OF WALK
	BWV	— BACKWATER VALVE
	C	— CHANNEL (STRUCTURAL SHAPE)
	CARV	— COMBINATION AIR AND VACUUM RELEASE VALVE
	CATV	— CABLE TELEVISION
	CB	— CATCH BASIN
	CEIL	— CEILING
	CFM	— CUBIC FEET PER MINUTE
	CFS	— CUBIC FEET PER SECOND
	CHEM	— CHEMICAL
	CI	— CAST IRON
	CIP	— CAST IRON PIPE
	C.I.P.	— CAST IN PLACE
C	CJ	— CONSTRUCTION JOINT
	CLR	— CLEAR
	CL	— CENTERLINE
	CMP	— CORRUGATED METAL PIPE
	CMU	— CONCRETE MASONRY UNIT
	CTSK	— COUNTERSINK
	CSK	— CLEANOUT
	COL	— COLUMN
	CONC	— CONCRETE
	CONT	— CONTINUOUS OR CONTINUED
	COORD	— COORDINATE
	CPLG	— COUPLING
	CRS	— COLD ROLLED STEEL
	CTR	— CENTER
	CTS	— COPPER TUBE SIZE
	CU	— CUBIC
	CU FT	— CUBIC FEET
	CV	— CHECK VALVE
	CW	— COLD WATER
	CY	— CUBIC YARD
D	°	— DEGREE (ANGLE)
	d	— PENNY (NAIL SIZE)
	D	— STORM DRAIN
	DB	— DISTRIBUTION BOX
	DBL	— DOUBLE
	DF	— DOUGLAS FIR
	DI	— DROP INLET OR DUCTILE IRON
	DIA	— DIAMETER
	DIAG	— DIAGONAL
	DIM	— DIMENSION
	DIMJ	— DUCTILE IRON MECHANICAL JOINT
	DIP	— DUCTILE IRON PIPE
	DET	— DETAIL
	DWG	— DRAWING
	DW	— DRIVEWAY
	E	— EXISTING
	(E)	— EASTING OR EAST
	EA	— EACH
	EC	— END CURVE
	ECR	— END CURB RETURN
	EF	— EACH FACE
	EFL	— EFFLUENT
	EG	— EXISTING GRADE/GROUND
	ELBOW	— ELBOW
	ELEC	— ELECTRIC OR ELECTRICAL
	ELEV	— ELEVATION
	ENGR	— ENGINEER
	EP	— EDGE OF PAVING
	EQ	— EQUAL
	EQUIP	— EQUIPMENT
	ER	— EDGE OF ROAD
	EVC	— END OF VERTICAL CURVE
	EW	— EACH WAY
	EWEF	— EACH WAY, EACH FACE
	EXC	— EXCAVATE
	EXP	— EXPOSED OR EXPANSION
E	EXP JT	— EXPANSION JOINT
	EXIST	— EXISTING
	EXT	— EXTERIOR
	F	— FLANGE
	FC	— FLEXIBLE COUPLING OR FACE OF CURB
	FCA	— FLANGED COUPLING ADAPTER
	FD	— FLOOR DRAIN
	FDC	— FIRE DEPARTMENT CONNECTION
	FDN	— FOUNDATION
	FF	— FINISH FLOOR
	FG	— FINISHED GRADE
	FH	— FIRE HYDRANT
	FIG	— FIGURE
	FIN	— FINISH
	FIP	— FEMALE IRON PIPE
	FL	— FLOW LINE
	FLG	— FLANGE
	FLR	— FLOOR
	FLTR	— FILTER
	FO	— FIBER OPTIC
	FOC	— FACE OF CONCRETE
	FT	— FOOT OR FEET
	FT2	— SQUARE FEET
	FT3	— CUBIC FEET
	FTG	— FOOTING
	FUT	— FUTURE
G	G	— GAS
	GA	— GAGE
	GALV	— GALVANIZED
	GIP	— GALVANIZED IRON PIPE
	GM	— GAS METER
	GPD	— GALLONS PER DAY
	GPH	— GALLONS PER HOUR
	GPM	— GALLONS PER MINUTE
	GRD	— GRADE OR GROUND
	GSP	— GALVANIZED STEEL PIPE
	GV	— GATE VALVE
	GYP	— GYPSUM
	H	— HOSE BIBB
	HDPE	— HIGH DENSITY POLYETHYLENE
	HDR	— HEADER
	HDW	— HARDWARE
	HMA	— HOT MIX ASPHALT
	HOR	— HORIZONTAL
	HP	— HORSEPOWER, HIGH POINT
	HR	— HOUR
	HT	— HEIGHT
	HW	— HOT WATER
	HWR	— HOT WATER RETURN
	HWS	— HOT WATER SUPPLY
	I	— INSIDE DIAMETER
	ID	— INCH
	INFL	— INFLUENT
	INSUL	— INSULATE OR INSULATION
	INT	— INTERIOR
	INV	— INVERT
	IPS	— IRON PIPE SIZE
	J	— JOINT
	JP	— JOINT POLE
K	KIP	— THOUSAND POUNDS
	KW	— KILOWATT
	L	— LENGTH (STRUCTURAL SHAPE)
	∠	— ANGLE (DEGREES)
	LAT	— LATERAL (STRUCTURAL SHAPE)
	LB	— POUND
	LF	— LINEAR FEET
	LG	— LONG
	LH	— LEFT HAND
	LONG	— LONGITUDINAL
	LP	— LOW POINT
	LPG	— LIQUIFIED PETROLEUM GAS
	LRP	— LEGALLY RESPONSIBLE PARTY
	LR	— LONG RADIUS
	LT	— LEFT
	LVC	— LENGTH OF VERTICAL CURVE
	M	— MATERIAL
	MATL	— MATERIAL
	MAX	— MAXIMUM
	MECH	— MECHANICAL
	MF	— MEGA–FLANGE PIPE JOINT
	MFR	— MANUFACTURER
	MGD	— MILLION GALLONS PER DAY
	MH	— MANHOLE
	MIN	— MINIMUM OR MINUTE
	MIP	— MALE IRON PIPE
	MISC	— MISCELLANEOUS
	NJ	— MECHANICAL JOINT
	MNPT	— MALE NATIONAL PIPE THREAD
	MTL	— METAL
	MWS	— MAXIMUM WATER SURFACE
N	(N)	— NEW
	N	— NORTHING OR NORTH
	NC	— NORMALLY CLOSED
	NIC	— NOT IN CONTRACT
	NF	— NON–FREEZE
	NO	— NUMBER OR NORMALLY OPEN
	NOM	— NOMINAL
	NP	— NEW PAVEMENT
	NPT	— NATIONAL PIPE THREAD
	NTS	— NOT TO SCALE
	#	— NUMBER
	O	— ON CENTER
	OC	— OUTSIDE DIAMETER
	OD	— ORIGINAL GROUND
	OG	— ORIGINAL GROUND
	OVFL	— OVERFLOW
	OZ	— OUNCE
	OH	— OVERHEAD
	P	— POINT OF CURVE
	PC	— PORTLAND CEMENT CONCRETE
	PCC	— POUNDS PER CUBIC FOOT
	PCF	— POUNDS PER CUBIC FOOT
	PE	— PLAIN END
	PERF	— PERFORATED
	PEP	— POLYETHYLENE PIPE
	PI	— POINT OF INTERSECTION
	PL	— PLATE
	PL	— PROPERTY LINE
	PLCS	— PLACES
	PLYWD	— PLYWOOD
	PMP	— PERFORATED METAL PIPE
	POT	— POINT ON CURVE
	POT	— POINT OF TANGENCY, POINT
	PP	— POWER POLE
	PRC	— POINT OF REVERSE CURVE
	PREFAB	— PREFABRICATED
	PRELIM	— PRELIMINARY
	PRESS	— PRESSURE
	PROP	— PROPERTY
	PSF	— POUNDS PER SQUARE FOOT
	PSI	— POUNDS PER SQUARE INCH
	PSIG	— POUNDS PER SQUARE INCH, GAUGE
	PT	— POINT OF TANGENCY, POINT
	PUE	— PUBLIC UTILITY EASEMENT
	PV	— PLUG VALVE
	PVC	— POLYVINYL CHLORIDE PLASTIC
	PVT	— POINT OF VERTICAL INTERSECTION
	PVMT	— PAVEMENT
Q	QTY	— QUANTITY

CURVE DATA

R (RADIUS)
 L (LENGTH)
 Δ (DELTA)
 T (TANGENT)

UTILITIES LEGEND

PROPOSED EXISTING

		GATE VALVE
		PLUG VALVE
		BALL VALVE
		BUTTERFLY VALVE
		AUTOMATICALLY OPERATED VALVE (P= PNEUMATIC, E= ELECTRIC, S= SOLENOID, H= HYDRAULIC, D= DIAPHRAGM ACTUATOR)
		3–WAY VALVE
		GLOBE VALVE
		ANGLE VALVE
		PRESSURE REGULATING VALVE
		PRESSURE RELIEF VALVE
		CHECK VALVE
		AIR OR VACUUM RELEASE VALVE
		AIR AND VACUUM VALVE
		COMBINATION AIR VALVE
		FLOW METER
		HOSE BIBB (NF= NON–FREEZE)
		REDUCER
		FIRE HYDRANT
		DROP INLET
		MANHOLE
		SEWER CLEAN OUT OR SEWER LATERAL
		UNDERGROUND ELECTRICAL
		OVERHEAD ELECTRICAL
		FIBER OPTIC LINE
		CABLE TELEVISION
		JOINT UTILITIES
		UNDERGROUND TELEMTRY LINE
		OVERHEAD TELEMTRY LINE
		UNDERGROUND TELEPHONE LINE
		OVERHEAD TELEPHONE LINE
		FIRE WATER LINE
		STEAM LINE
		WATER LINE
		SANITARY SEWER LINE
		STORM DRAIN LINE
		GAS LINE
		FORCE MAIN AND DIRECTION OF FLOW
		CULVERT
		POLE MOUNTED ROADWAY LUMINAIRE
		ITEM TO BE REMOVED
		ITEM TO BE ABANDONED IN PLACE
		WATER SERVICE– WM–1= SINGLE WM–2= DUAL
		PULL BOX AND DESIGNATION
		SIGN AND DESIGNATION

NOTES

- CONTACT THE ENGINEER FOR SYMBOLS NOT LISTED.
- THIS IS A STANDARD SHEET, THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET WHICH DO NOT APPEAR ON THE PLANS.
- SITE AND UTILITY SYMBOLS SHOWN ON THIS SHEET ARE NOT INTENDED TO REPRESENT THE PHYSICAL SCALE OR SHAPE OF ANY ITEMS. WHERE LARGE–SCALE PLANS ARE PRESENTED, THE SYMBOLS SHOWN HEREON MAY BE REPLACED BY DETAILS MORE SUITED TO THE DRAWING SCALE.

TOPOGRAPHIC LEGEND

PROPOSED EXISTING

		P.I. (POINT OF INTERSECTION)
		TEMPORARY BENCH MARK
		FINISH GRADE ELEVATON
		ELEVATION OF ORIGINAL GROUND
		RADIAL POINT
		FLOW LINE AND DIRECTION
		TOP OF CUT
		TOP OF FILL
		TOE OF CUT OR FILL
		CONTOUR LINE
		CONCRETE (IN PLAN)
		CONCRETE (IN SECTION)
		PAVEMENT
		ROCKS
		STUMPS
		TREES
		ROADS
		UTILITY POLE (PP=POWER POLE, TP= TEL POLE, JP=JOINT POLE)
		GUY WIRE
		FENCE
		BOUNDARY LIMITS, W/DESIGNATION
		CENTERLINE
		MARSH
		WETLAND
		SPRING
		TEST PIT AND DESIGNATION
		EXPLORATION BORE HOLE
		PROPERTY CORNER
		SURVEY MONUMENT
		CONTROL POINT
		DRIVEWAY

DETAIL AND SECTION DESIGNATION

SECTION (LETTER) OR DETAIL (NUMERAL) DESIGNATION

INDICATES SECTION OR DETAIL TAKEN AND SHOWN ON SAME SHEET

ON DRAWING WHERE SECTION OR DETAIL IS TAKEN:

SHEET NUMBER WHERE SHOWN

ON DRAWING WHERE SECTION OR DETAIL IS SHOWN:

SHEET NUMBER WHERE TAKEN

STANDARD DETAIL NUMBER (DETAIL MAY BE SHOWN ON ANY SHEET WITHIN THE DRAWING SET)



VERIFY SCALES THIS DRAWING IS ONE INCH ON ORIGINAL IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA 95490	
CITY OF UKIAH NORTH STATE ST INTERSECTION–LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		STANDARD ABBREVIATIONS	
DSGN	TAH	BY	REVISION
DR	TAH	DATE	NO.
CHK	JGI		
APVD			
SHEET		G–2	
SEQ		2	
DATE		02/2017	
PROJ. NO.		416056	

SAVED: 2/21/2017 5:05 PM SHEATH, PLOTTED: 6/19/2017 8:10 AM TOM HUNT
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NOTES:

1. THE CONTRACTOR SHALL NOTE THAT THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND OBSTRUCTIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AS ARE THE VERTICAL DEPTHS AND SHOULD NOT BE TAKEN AS ALL INCLUSIVE. THE CONTRACTOR SHALL NOTE THAT OBSTRUCTIONS SHALL INCLUDE ANY SUBSURFACE CONCRETE ROADWAY IMPROVEMENTS AND UTILITY ENCASEMENT. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES AND THE CITY OF UKIAH AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR UTILITIES AND OBSTRUCTIONS THAT MAY BE ENCOUNTER DURING EXCAVATION AND REMOVAL OF EXISTING IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXECUTING OF THESE PLANS AND SPECIFICATIONS BY POT-HOLING OF UTILITIES UNDER THE SUPERVISION OF THE PROJECT INSPECTOR AND CITY OF UKIAH FORCES, AND OTHER UTILITIES AGENCIES WITH UTILITIES IN THE WORK AREA.
3. THE CONTRACTOR SHALL USE CARE DURING EXCAVATION TO PROTECT EXISTING UTILITIES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED UTILITIES UNDER THE DIRECTION OF THE ENGINEER AND THE CITY OF UKIAH. UTILITIES NOT OWNED BY THE CITY OF UKIAH SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE AS DETERMINE BY THE AGENCY.
4. THE CONTRACTOR SHALL START SUCH CONSTRUCTION PROCEDURES BY PERFORMING USA UTILITY MARKING REQUEST PRIOR TO ANY EXCAVATION WORK.

LEGEND

	JOINT POLE WITH GUY
	TELEPHONE POLE
	TELEPHONE BOX OR VAULT
	CATV BOX
	FIRE DEPT CONNECTION, HYDRANT
	WATER METER
	WATER VALVE
	APRX. WATER MAIN/SERVICE SEE UTILITY NOTE
	HOSE BIB
	DRINKING FOUNTAIN
	UTILITY MANHOLE
	DRAIN INLET
	SANITARY SEWER CLEANOUT OR BOX
	APRX. SANITARY SEWER MAIN/LATERAL SEE UTILITY NOTE
	ELECTRIC BOX OR VAULT
	APRX. UNDERGROUND ELEC. CONDUIT SEE UTILITY NOTE
	MISC. ELECTRICAL
	LIGHT
	ELECTRIC METER
	TRANSFORMER
	GAS METER
	APRX. GAS MAIN/SERVICE SEE UTILITY NOTE
	TREE STUMP
	SIGN
	HANDICAP RAMP OR PARKING
	PLANTER
	ASPHALTIC CONCRETE
	CONCRETE
	EDGE OF PAVING
	TOP FACE OF CURB
	GRATE
	APRX. UNDERGROUND TEL CONDUIT SEE UTILITY NOTE
	FENCE
	OVERHEAD ELECTRIC LINES
	INDICATES CONCRETE SURFACE
	FOUND MONUMENT
	SURVEY CONTROL POINT
	DOWNSPOUT
	MONITORING WELL
	TO BE REMOVED AND/OR RELOCATED

NOT ALL SYMBOLS ARE USED IN ALL DRAWINGS.

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2016.

Matthew T. Herman

MATTHEW T. HERMAN PLS 8335

DATE



CONTROL TABLE				
Point #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	9286.18	10155.73	630.21	60DS
2	9228.80	10502.49	611.82	60DS
104	9221.72	9898.35	635.09	MAG&S
202	9298.19	10075.82	630.50	X IN WALK

NOTES

HORIZONTAL DATUM: LOCAL COORDINATE SYSTEM. BASIS OF BEARINGS SOUTH 05°44'10" EAST BETWEEN FOUND MONUMENTS AS SHOWN ON THE PARCEL MAP OF MINOR SUBDIVISION NO. 92-22, RECORDED IN M.C. 2, D. 58, P. 96, M.C.R.

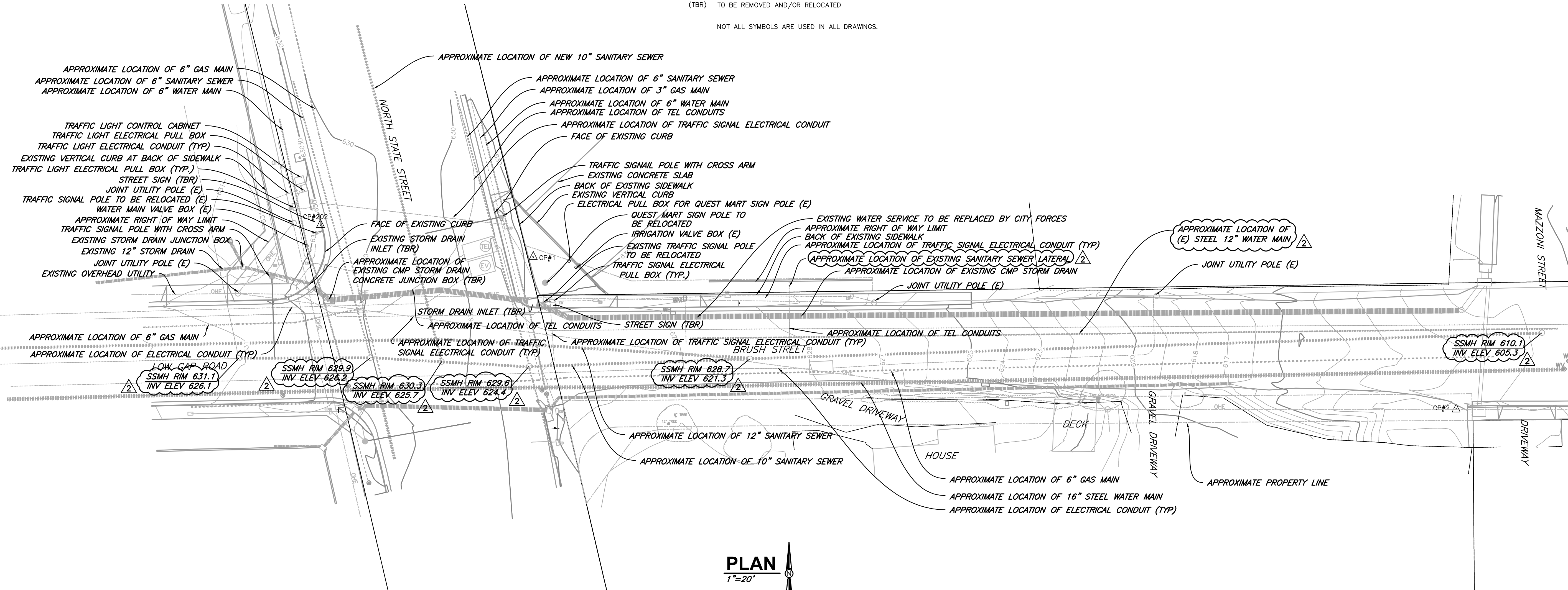
VERTICAL DATUM: NGVD 29 PER U.S.G.S BENCHMARK X104 LOCATED IN THE RAILROAD RIGHT OF WAY EASTERLY OF THE RAILROAD TRACK, 27 FEET NORTH OF THE CENTERLINE OF BRUSH STREET AND APPROXIMATELY 1.6 FEET NORTHEASTERLY OF METAL WITNESS POST. NGVD 29 WAS USED TO BE CONSISTENT WITH THE CITY OF UKIAH IMPROVEMENT PLANS FOR THE INTERSECTION OF NORTH STATE STREET & BRUSH/ LOW GAP PREPARED BY RAU AND ASSOCIATES DATED MARCH, 1995. THE VERTICAL DATUM OF THE CURRENT CITY OF UKIAH NORTH STATE STREET SEWER MAIN REPLACEMENT PROJECT APPEARS TO BE APPROXIMATELY 29.7 FEET LOWER THAN NGVD 29.

UNDERGROUND UTILITY NOTE:
UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. SHN MAKES NO GUARANTEE REGARDING LOCATION, TYPE, SIZE, NOR PRESENCE OR ABSENCE OF UNDERGROUND UTILITIES.
IRRIGATION SYSTEM NOT MAPPED.

UNDERGROUND UTILITY INFORMATION SHOWN OTHER THAN THOSE BASED ON VISIBLE EVIDENCE ARE APPROXIMATE AND BASED ON INFORMATION SHOWN ON THE CITY OF UKIAH IMPROVEMENT PLANS FOR THE INTERSECTION OF NORTH STATE STREET & BRUSH/ LOW GAP PREPARED BY RAU AND ASSOCIATES SHEET 1 DATED MARCH, 1995

OVERHEAD UTILITY NOTE:
OVERHEAD LINES OFF OF THE PROJECT SITE ARE NOT FULLY MAPPED. INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. NO MAPPING OBTAINED FOR PHONE AND CABLE TELEVISION FACILITIES. PHONE AND CABLE TELEVISION LINE LOCATIONS NOT VERIFIED.

TREE NOTE:
ALL TREES SURVEYED WERE DECIDUOUS UNLESS NOTED OTHERWISE. INDIVIDUAL TRUNKS IN TREE CLUSTERS NOT SHOWN.



PLAN
1"=20'

VERIFY SCALES	B&S IS ONE INCH ON ORIGINAL DRAWING		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA. 95490				
DSGN	TAH	DR	TAH	CHK
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		EXISTING SITE IMPROVEMENT PLAN		
SHEET		V-1		
SEQ		3		
DATE		02/2017		
PROJ. NO.		416056		

SAVED: 4/10/2017 5:00 PM SHEATH, PLOTTED: 6/18/2017 2:28 PM TOM HUNT
\\willssvr1\Projects\2016\1416056-N.State\crl\Draws\1416056-SPECS-R2.dwg

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO CURRENT CALIFORNIA BUILDING CODE AND CALTRANS 2015 STANDARD SPECIFICATIONS AND PLANS, AND CITY OF UKIAH STANDARDS.
- THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED FOR INSTALLATION IN THE SPACE PROVIDED. THEY DO NOT SHOW EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDED SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE A COPY OF THE TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE EXCAVATION OF ANY TRENCH OVER FIVE FEET IN DEPTH.
- CONTRACTOR SHALL PERFORM TRENCH WORK IN CONFORMANCE WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS AND SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH STANDARDS, RULES, REGULATIONS AND ORDERS ESTABLISHED BY THE STATE OF CALIFORNIA AND OTHER APPLICABLE AGENCIES.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, GENERAL CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. ALL WORK AND EQUIPMENT SHALL COMPLY WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE ENGINEER AND HIS/HER CONSULTANTS.
- THE CONTRACTOR SHALL INDEPENDENTLY REVIEW EXISTING SITE IMPROVEMENTS, UTILITIES, SOILS CONDITIONS, TOPOGRAPHY, VEGETATION, AND CONDITIONS THROUGHOUT THE SITE, AND ASSUME THE RISK OF COMPLETING THE WORK SET OUT ON THESE PLANS, REGARDLESS OF ROCK, WATER TABLE, EXISTING IMPROVEMENTS, OTHER CONDITIONS WHICH MAY BE ENCOUNTERED IN THE COURSE OF THE WORK.
- ANY DISCREPANCY DISCOVERED BY THE CONTRACTOR IN THESE PLANS, OR ANY FIELD CONDITIONS DISCOVERED BY THE CONTRACTOR THAT MAY DELAY OR OBSTRUCT THE PROPER COMPLETION OF THE WORK SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY UPON DISCOVERY. SAID NOTIFICATION SHALL BE IN WRITING.
- ALL UNDERGROUND IMPROVEMENTS SHALL BE INSTALLED TESTED AND APPROVED PRIOR TO PAVING.
- THE CONTRACTOR SHALL NOT BEGIN EXCAVATING UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELD. THE CONTRACTOR SHALL NOTIFY EACH APPLICABLE ENTITY AT LEAST 48 HOURS PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS BEFORE DIGGING AT (800) 227-2600 FOR LOCATES.
- GRADING AND CONSTRUCTION CONTRACTORS SHALL STOP WORK AND NOTIFY THE OWNER AND THE ENGINEER IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL GIVE THE INSPECTOR 48 HOURS ADVANCE NOTICE OF ANY CONSTRUCTION OR REQUIRED TESTING.
- SHOULD THE CONTRACTOR OR ANY OF HIS AGENTS OR EMPLOYEES ENCOUNTER OR DISCOVER MATERIALS WHICH APPEAR TO BE HAZARDOUS DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY AND SUSPEND WORK IN THE AFFECTED AREA UNTIL THE ENGINEER HAS INSPECTED THE LOCATION AND MATERIALS IN QUESTION. SHOULD IT BE NECESSARY TO UNDERTAKE REMEDIATION, THE ENGINEER WILL GIVE WRITTEN NOTICE TO SUSPEND WORK IN THE AFFECTED AREA UNTIL THE PROPER COURSE OF ACTION HAS BEEN DETERMINED. OPERATIONS IN THE AFFECTED AREA SHALL BE RESUMED ONLY UPON WRITTEN NOTICE BY THE ENGINEER.
- ALL SITE GRADING WILL BE INSPECTED BY THE ENGINEER. COMPACTION TESTING WILL BE CONDUCTED AFTER SUFFICIENT DENSITIES HAVE BEEN ACHIEVED IN THE CONTRACTOR'S OPINION. THE CONTRACTOR SHALL MAKE ALL REQUESTS FOR MATERIALS TESTING AT LEAST 48 HOURS IN ADVANCE. ANY SOILS THAT FAIL TO MEET THE REQUIRED COMPACTION LEVELS SHALL BE REMOVED, AND RECOMPACTED. ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE CONTRACTOR'S ORIGINAL BID.
- NO CHANGES OR MODIFICATIONS SHALL BE MADE TO THESE PLANS WITHOUT WRITTEN APPROVAL BY THE ENGINEER. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO AND USES OF THESE PLANS UNLESS APPROVED IN WRITING BY THE PREPARER OF THESE PLANS OR THE CITY ENGINEER.
- THE LOCATIONS OF CITY OF UKIAH ELECTRICAL FACILITIES, AT&T, CABLE, AND PACIFIC GAS & ELECTRIC UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AS PART OF THE COST OF THE PERFORMING WORK UNDER THIS CONTRACTOR, AND THE SHALL ADJUST THE DEPTH OF THE NEW UTILITIES TO CLEAR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE, REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THESE SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL DRIVEWAYS AND SIDEWALKS DURING CONSTRUCTION.
- ALL TRENCHES SHALL BE PAVED AT THE END OF EACH WORKING DAY PER SPECIFICATIONS.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION, UNLESS OTHERWISE NOTED OF THE CALTRANS MANUAL OF TRAFFIC FOR CONSTRUCTION AND MAINTENANCE OF WORK ZONES. ALL SIGNS SHALL BE APPROPRIATELY CONSTRUCTED WITH REFLECTIVE MATERIAL ON A BACKING OF METAL OR FABRIC (NO WOOD OR PLASTIC ALLOWED) AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO PROVIDE PROPER VISIBILITY.
- ALL PAVEMENT MARKINGS DAMAGED DUE TO CONSTRUCTION SHALL BE REPLACED PER CALTRANS STANDARDS. PATCHING OF DAMAGED MARKINGS WILL NOT BE ALLOWED.
- NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS.
- CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
- CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 7 P.M. MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PROJECT SPECIFICATIONS:

GENERAL COMPACTION

- NO GEOTECHNICAL ENGINEERING REPORT WAS PREPARED FOR SITE PREPARATION, EXCAVATION, ENGINEERED FILL, AND OTHER GENERAL RECOMMENDATIONS FOR THIS PROJECT.
- COMPACTION REQUIREMENTS AS SPECIFIED WILL BE BY PERCENT OF THE MAXIMUM DRY DENSITY AND AS DETERMINED PER ASTM D 1557.
- PLACE BACKFILL AND FILL SOIL MATERIAL IN LOOSE LIFTS OF NOT MORE THAN 8 INCHES FOR MATERIAL COMPACTED BY HEAVY EQUIPMENT, AND NOT MORE THAN 6 INCHES FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
- THE GROUND SURFACE IN AREAS TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS:
 - ALL ORGANIC MATERIAL AND TOPSOIL SHALL BE REMOVED.
 - ON SLOPES GREATER THAN 1V:4H, HORIZONTAL BENCHES SHALL BE CUT INTO THE SOIL TO PROVIDE A LEVEL BEARING SURFACE FOR THE FILL MATERIAL. THE MINIMUM WIDTH OF THE BENCHES SHALL BE FOUR FEET.
- ALL IMPROVEMENTS SHALL BE GRADED TO DRAIN TO THE APPROVED DRAINAGE COURSE AT A UNIFORM SLOPE OF 2% MINIMUM UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM THE GROUND ELEVATIONS AND OVERALL TOPOGRAPHY OF THE SITE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY SHIN CONSULTING ENGINEERS AT 707-441-8855 IMMEDIATELY, AND PROVIDE WRITTEN DESCRIPTION OF ANY DIFFERENCES IN TOPOGRAPHY FROM THAT SHOWN ON THESE PLANS WHICH MAY REQUIRE CHANGES IN DESIGN AND/OR AFFECT EARTHWORK QUANTITY.
- NO CUT OR FILL SLOPES SHALL EXCEED THE SLOPE RATIO OF 2H:1V, UNLESS OTHERWISE NOTED.
- TOPSOIL SHALL BE REMOVED FROM ALL CUT AND FILL AREAS AND SHALL NOT BE USED FOR ENGINEERED FILL. TOPSOIL SHALL BE STOCKPILED SEPARATELY AND REPLACED OVER AREAS OF EXPOSED SUB-GRADE TO A MINIMUM DEPTH OF 6 INCHES.
- FILL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS REPORT UNLESS OTHERWISE NOTED ON THESE PLANS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR COMPLYING WITH THE FILL MATERIAL REQUIREMENTS OF THE SOILS REPORT.
- COMPACTION IN TRENCHES SHALL BE TESTED EVERY 50-75 FEET WITH A MINIMUM OF TWO TESTS PER ANY LENGTH OF TRENCHING. THE ENGINEER WILL BE PERMITTED TO COMPLETE TESTING AT ANY BACKFILL ELEVATION DURING THE BACKFILLING PROCESS. THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND AN OPERATOR, FREE OF CHARGE TO FACILITATE THE TESTING REQUIRED BY THE ENGINEER.
- FILL MATERIALS SHALL BE MECHANICALLY COMPACTED. JETTING WILL NOT BE ALLOWED.
- CARE SHALL BE TAKEN NOT TO CRUSH THE PIPE OR OTHER COMPONENTS WITH COMPACTION EQUIPMENT.
- GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE FOOTING EXCAVATIONS PRIOR TO PLACEMENT OF FORMS AND REBAR.

TESTING AND INSPECTION

- ALL SITE GRADING, SUBGRADE, AND BACKFILLING WILL BE INSPECTED BY THE ENGINEER. CONTRACTOR TO PROVIDE 48 HOUR NOTICE IN ADVANCE OF REQUIRED INSPECTION. FAILURE TO GIVE ADEQUATE NOTICE MAY RESULT IN TESTING DELAYS WHICH WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENGINEER WILL MAKE ALL COMPACTION TESTS WHEN ADVISED BY THE CONTRACTOR THAT IN THE OPINION OF THE CONTRACTOR, SUFFICIENT DENSITIES HAVE BEEN ACHIEVED. THE CONTRACTOR SHALL FURNISH A BACKHOE AND OPERATOR UPON REQUEST AT NO COST TO OWNER.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY EXCAVATIONS FOR COMPACTION TESTS. COSTS OF EXCAVATION, BACKFILLING, AND COMPACTING IN CONNECTION WITH COMPACTION TESTING SHALL BE BORNE BY THE CONTRACTOR. A FAILING COMPACTION TEST INDICATES THAT THE REQUIRED COMPACTION STANDARDS HAVE NOT BEEN ACHIEVED. ANY FILL MATERIAL OR PORTION OF FILL MATERIAL THAT DOES NOT MEET THE SPECIFIED REQUIREMENTS SHALL BE REMOVED AND RECOMPACTED UNTIL THE REQUIREMENTS ARE SATISFIED AT NO ADDITIONAL COST TO THE OWNER. COSTS ASSOCIATED WITH RETESTING PREVIOUSLY FAILED AREAS SHALL BE PAID BY OWNER AND BACK-CHARGED TO THE CONTRACTOR.
- EXCAVATIONS FOR COMPACTION TESTS SHALL BE BACKFILLED WITH MATERIAL SIMILAR TO THAT EXCAVATED, AND BE COMPACTED TO THE SPECIFIED DENSITY.
- ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE BID PRICES PAID FOR THE BID ITEM INVOLVED AND THEREFORE NO ADDITIONAL COMPENSATION SHALL BE MADE.

PAVING

- ALL ASPHALT CONCRETE SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS SECTION 39.
- ASPHALT MATERIAL SHALL BE HMA TYPE A WITH ½ INCH AGGREGATE GRADATION. ASPHALT BINDER SHALL BE PG64-16.
- ASPHALT CONCRETE SHALL BE INSTALLED AND TESTED ACCORDING TO THE "STANDARD PROCESS" SPECIFIED IN SECTION 39. ACCEPTANCE CRITERIA PER CALTRANS TEST 309.
- WHERE NEW PAVING MEETS EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAWCUT.
- APPLY TACK COAT TO CONTACT SURFACES OF CURBS, GUTTERS AND EXISTING PAVEMENT.
- PLACE ASPHALT CONCRETE WITHIN 24 HOURS OF APPLYING PRIMER OR TACK COAT.
- TACK COAT SHALL BE TYPE SS-1.
- COMPACT PAVEMENT BY ROLLING TO A MINIMUM OF 95% OF MAXIMUM DENSITY. DO NOT DISPLACE OR EXTRUDE PAVEMENT FROM POSITION. HAND COMPACT IN AREAS INACCESSIBLE TO MECHANICAL ROLLING EQUIPMENT.
- PERFORM ROLLING WITH CONSECUTIVE PASSES TO ACHIEVE SMOOTH FINISH WITHOUT ROLLER MARKS.
- AGGREGATE BASE SHALL BE CALTRANS CLASS 2, COMPACTED TO 95% RELATIVE COMPACTION PER ASTM D1557/D6938.
- IN AREAS TO BE PAVED, MINIMUM TOP 6 INCHES OF SUITABLE NATIVE SOIL SHALL BE SCARIFIED AND RECOMPACTED TO 90% RELATIVE COMPACTION PER ASTM D1557/D6938.
- UNLESS OTHERWISE SHOWN ON THESE PLANS, NEW ASPHALT CONCRETE SURFACES AND NEW FINISH GRADE SURFACES SHALL BE INSTALLED SO AS TO MAINTAIN EXISTING SURFACE DRAINAGE PATTERNS.

ELECTRICAL – TRAFFIC SIGNAL

- THE CONTRACTOR SHALL INSTALL ALL TRAFFIC SIGNAL IMPROVEMENTS AS SHOWN AND CONSISTENT WITH THE EXISTING FACILITIES.
- ALL WIRE CONDUCTOR MATERIALS SHALL BE REUSED IF POSSIBLE OR MATCH THE EXISTING WIRE SIZES.
- NO WIRE SPLICES SHALL BE MADE EXCEPT IN PULL BOXES AS SHOWN.
- THE CONTRACTOR SHALL PROVIDE ELECTRICAL PULL BOXES OF THE SAME SIZE AS THE EXISTING.
- WHERE EXISTING CONDUIT NEEDS TO BE EXTENDED, A COUPLING MAY USED, HOWEVER NEW WIRE CONDUCTORS SHALL BE INSTALLED.
- THE LID ON ALL NEW PULL BOXES SHALL BE LABEL "ELECTRIC" OR "TRAFFIC SIGNAL ELECTRICAL".
- ALL WORK SHALL ON THE ELECTRICAL SYSTEM FOR THE TRAFFIC SIGNALS SHALL BE PERFORMED BY A QUALIFIED LICENSED ELECTRICAL CONTRACTOR UNDER THE DIRECTION OF THESE PLANS AND THE CITY OF UKIAH ELECTRIC DEPARTMENT.
- THE TRAFFIC SIGNAL SYSTEM SHALL BE DE-ENERGIZED PRIOR TO EXCAVATION WORK BY THE CITY OF UKIAH ELECTRICAL DEPARTMENT.
- THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL SIGNAGE WHILE THE TRAFFIC SIGNAL WILL NOT BE WORKING.

PROJECT SPECIFICATIONS (CONT):

SITE WORK CONCRETE

- SEE CIVIL SHEETS FOR CONCRETE WITHIN THE PROJECT FOOTPRINT.
- ALL CONCRETE CONSTRUCTION SHALL CONFORM WITH CHAPTER 194 OF THE CBC AND WITH THE PROVISIONS OF ACI 318. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONCRETE PLACEMENT.
- UNLESS OTHERWISE STATED, CONCRETE SHALL BE HARD ROCK CONCRETE AND SHALL MEET THE FOLLOWING DESIGN CRITERIA:
 - MINIMUM 28-DAY COMPRESSIVE STRENGTH = 3,000 PSI
 - MINIMUM CEMENT CONTENT = 5 SACKS/CUYD
 - MAXIMUM AGGREGATE SIZE = ¾"
 - SLUMP = 4"±1"
- CONCRETE SHALL BE MIXED, PLACED, AND CURED IN ACCORDANCE WITH ACI 318.
- REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE."
- SURFACE OF ALL CONCRETE FLATWORK SHALL BE IN ACCORDANCE WITH CBC REQUIREMENTS FOR ACCESSIBLE ROUTES.
- ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCING DOWELS, BOLTS, ANCHORS, PIPES AND SLEEVES SHALL BE SECURELY POSITIONED IN FORMS BEFORE PLACEMENT OF CONCRETE.
- WALKWAYS SHALL MEET THE ACCESSIBILITY REQUIREMENTS PROVIDED IN THE CALIFORNIA BUILDING CODE. LONGITUDINAL SLOPES OF WALKWAYS SHALL NOT EXCEED 5%. CROSS SLOPES OF WALKWAYS SHALL NOT EXCEED 2%. LANDINGS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.

SANITARY SEWER

- THE CONTRACTOR SHALL INSTALL ALL SANITARY SEWER IMPROVEMENTS TO THE LINES AND GRADES SHOWN ON THE PLANS.
- ALL MATERIALS SHALL BE FROM NEW STOCK AND DELIVERED IN NEW CONDITIONS.
- PVC SEWER LINES SHALL MEET THE REQUIREMENTS OF ASTM D3034 OR F679 AND SHALL HAVE INTEGRAL BELL AND SPIGOT PUSH-ON ELASTOMERIC GASKETED JOINTS MEETING THE REQUIREMENTS OF ASTM F477.
- ALL SEWER FITTINGS SHALL BE FACTORY MANUFACTURED AND CONFORM TO THE PLASTIC PIPE SPECIFICATION ABOVE.
- SEWER LATERALS SHALL CONNECT TO THE SEWER WITH WYE FITTINGS. SADDLE-TYPE FITTINGS SHALL NOT BE USED UNLESS INDICATED ON THE PLANS OR AUTHORIZED BY THE ENGINEER.
- PIPE ENDS SHALL BE CAREFULLY CLEANED BEFORE PIPE IS JOINED. INTERIOR OF PIPE SHALL BE KEPT FREE OF DIRT AND DEBRIS.
- INSTALL NO. 10 COPPER WIRE ALONG TOP OF PIPE. WIRE SHALL EXTEND TO SURFACE AT ALL MANHOLES AND CLEANOUTS, AND SHALL TIE TO TRACER WIRE ALONG EXISTING SANITARY SEWER PIPING.
- INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.

WATER SERVICE

- INSTALL WATER LINES IN ACCORDANCE WITH PLANS, AND WITH THE CITY OR COUNTY STANDARDS.
- WATER LINE SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 PRIOR TO PLACING IN SERVICE. HYDROSTATIC TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C605. BOTH TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN ENGINEER.
- FOLLOWING SUCCESSFUL DISINFECTION, ALL TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE PIPELINE UNTIL THE REPLACEMENT WATER HAS BEEN TESTED AND PROVEN BOTH CHEMICALLY AND BIOLOGICALLY EQUAL TO THE TREATED WATER AT THE POINT OF SUPPLY. DISINFECTION SHALL BE REPEATED IF NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- AFTER FLUSHING AND BEFORE PLACING IN SERVICE, WATER LINES SHALL BE SAMPLED AND TESTED BY THE OWNER'S REPRESENTATIVE.
- INSTALL NO. 10 COPPER WIRE ALONG TOP OF PIPE. WIRE SHALL EXTEND TO SURFACE AT ALL VALVES AND METERS.
- TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.

STORM DRAIN

- THE CONTRACTOR SHALL INSTALL ALL STORM DRAIN IMPROVEMENTS TO THE LINES AND GRADES SHOWN ON THE PLANS.
- ALL MATERIALS SHALL BE FROM NEW STOCK AND DELIVERED IN NEW CONDITIONS.
- ALL SEWER FITTINGS SHALL BE FACTORY MANUFACTURED AND CONFORM TO THE PLASTIC PIPE SPECIFICATION ABOVE.
- PIPE ENDS SHALL BE CAREFULLY CLEANED BEFORE PIPE IS JOINED. INTERIOR OF PIPE SHALL BE KEPT FREE OF DIRT AND DEBRIS.
- INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OR COUNTY STANDARDS.
- THE STORM DRAIN PIPE SHALL BE N-12 DOUBLE WALL CORRUGATED HDPE SMOOTH BORE PIPING WITH GASKETED COUPLING JOINTS.

PAVEMENT STRIPING

- THE CONTRACTOR SHALL PLACE PAVEMENT STRIP PER THE PLAN AND FOLLOWING CITY OF UKIAH STANDARD SPECIFICATIONS OR CALTRANS STANDARD SPECIFICATIONS.

EROSION CONTROL NOTES:

- BMP'S SHALL BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND MAINTAINED SUCH THAT NO VISIBLE SEDIMENT LEAVES THE SITE.
- TRACKING CONTROLS: ENTRANCE/EXIT BMP.
- PAVED AREAS AT THE ACCESS POINTS SHALL BE SWEEP OR VACUUMED AS OFTEN AS EACH DAY TO ELIMINATE TRACKING SOIL AND DEBRIS BEYOND THE LIMITS OF THE PROJECT SITE. ANY SOILS AND/OR DEBRIS, ROCK, GRAVEL, ETC, TRACKED BEYOND THE LIMITS OF THE PROJECT SITE AS A RESULT OF THIS PROJECT SHALL BE REMOVED IMMEDIATELY.
- DISTURBED AREAS PROTECTED TO EXTENT PRACTICAL DURING CONSTRUCTION.
- STOCKPILE MANAGEMENT TO BE IMPLEMENTED.
- DISTURBED AREA STABILIZED AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL NOT ALLOW ANY CONSTRUCTION DEBRIS TO ENTER THE STORM DRAIN OR SANITARY SEWER SYSTEMS. THE CONTRACTOR SHALL INSTALL APPROVED PHYSICAL BARRIERS TO ENSURE THAT ALL DEBRIS IS CAPTURED AND REMOVED FROM SURFACE RUNOFF PRIOR TO RELEASING SITE RUNOFF.

SURVEY NOTES:

BASIS OF BEARINGS
THE BASIS OF BEARINGS OF THIS SURVEY IS REFERENCED ON SHEET SVY-1 OF THESE PLANS.

VERTICAL DATUM
THE VERTICAL DATUM IS NGVD29 AS REFERENCED ON SHEET SVY-1 OF THESE PLANS.



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707-459-4518

DESIGN

TAH

DR

TAH

CHK

JGI

APVD

BY

REVISION

DATE

NO.

CITY OF UKIAH

NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

GENERAL SPECIFICATIONS

SHEET

C-1

SEQ

4

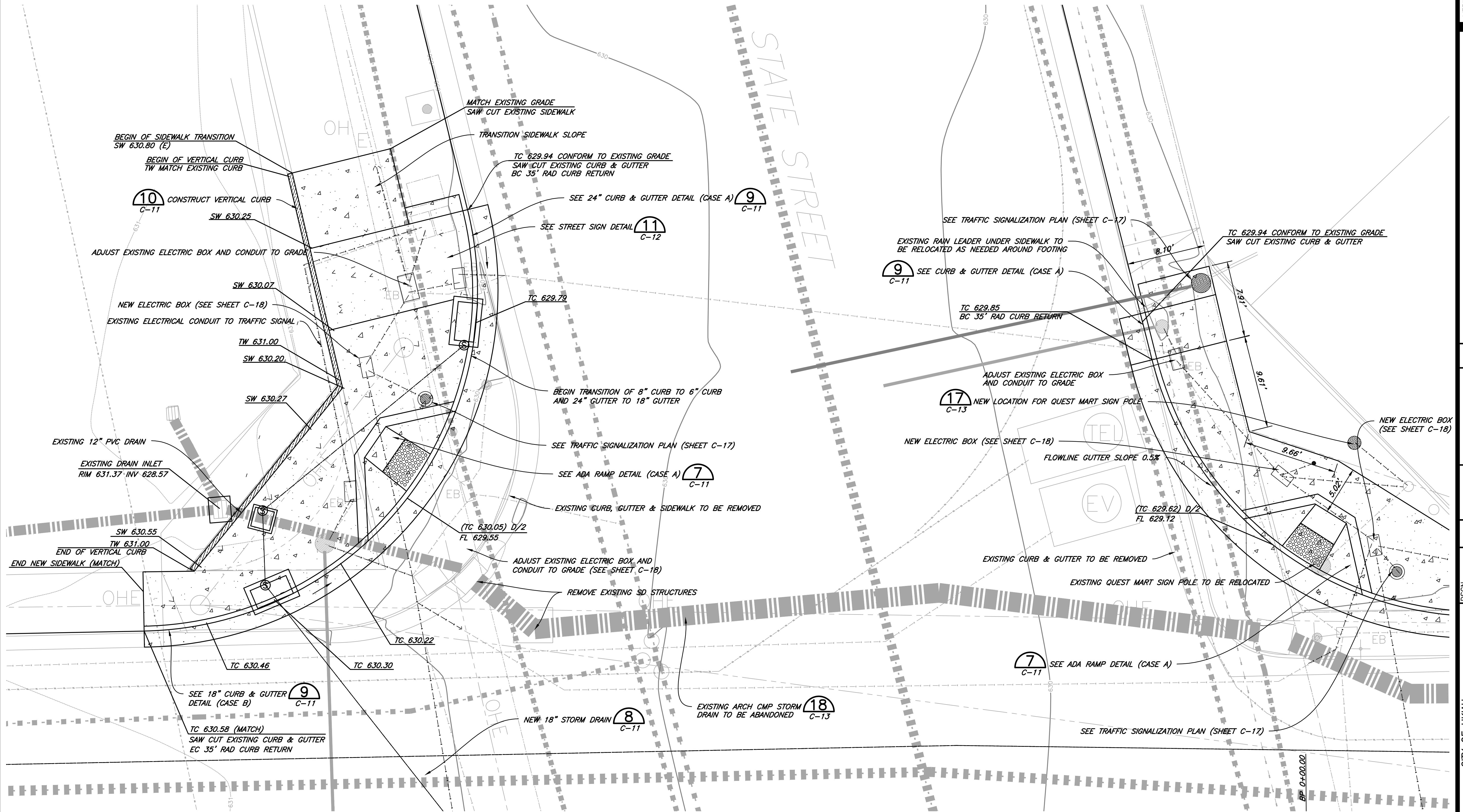
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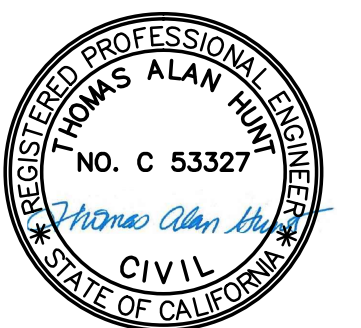


NOTE:

THE EXISTING IRRIGATION SYSTEMS IN THE PRIVATE LANDSCAPE PLANTERS BEHIND THE CURB RETURNS SHALL BE MAINTAINED IN THE REMAINING PLANTER AREAS. THE IRRIGATION PIPING SHALL BE RELOCATED OR CAPPED AS NEEDED. THE EXISTING VEGETATION IN THE FOOTPRINT OF THE NEW SIDEWALK SHALL BE REMOVED.

(CURB RETURN IMPROVEMENTS—NORTH STATE STREET—LOW GAP ROAD/BRUSH STREET)

PLAN
1"=5'



SPECIFICATION NO. 17-02

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CITY OF UKIAH
NORTH STATE ST INTERSECTION—LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

NORTHWEST CURB RETURN PLAN

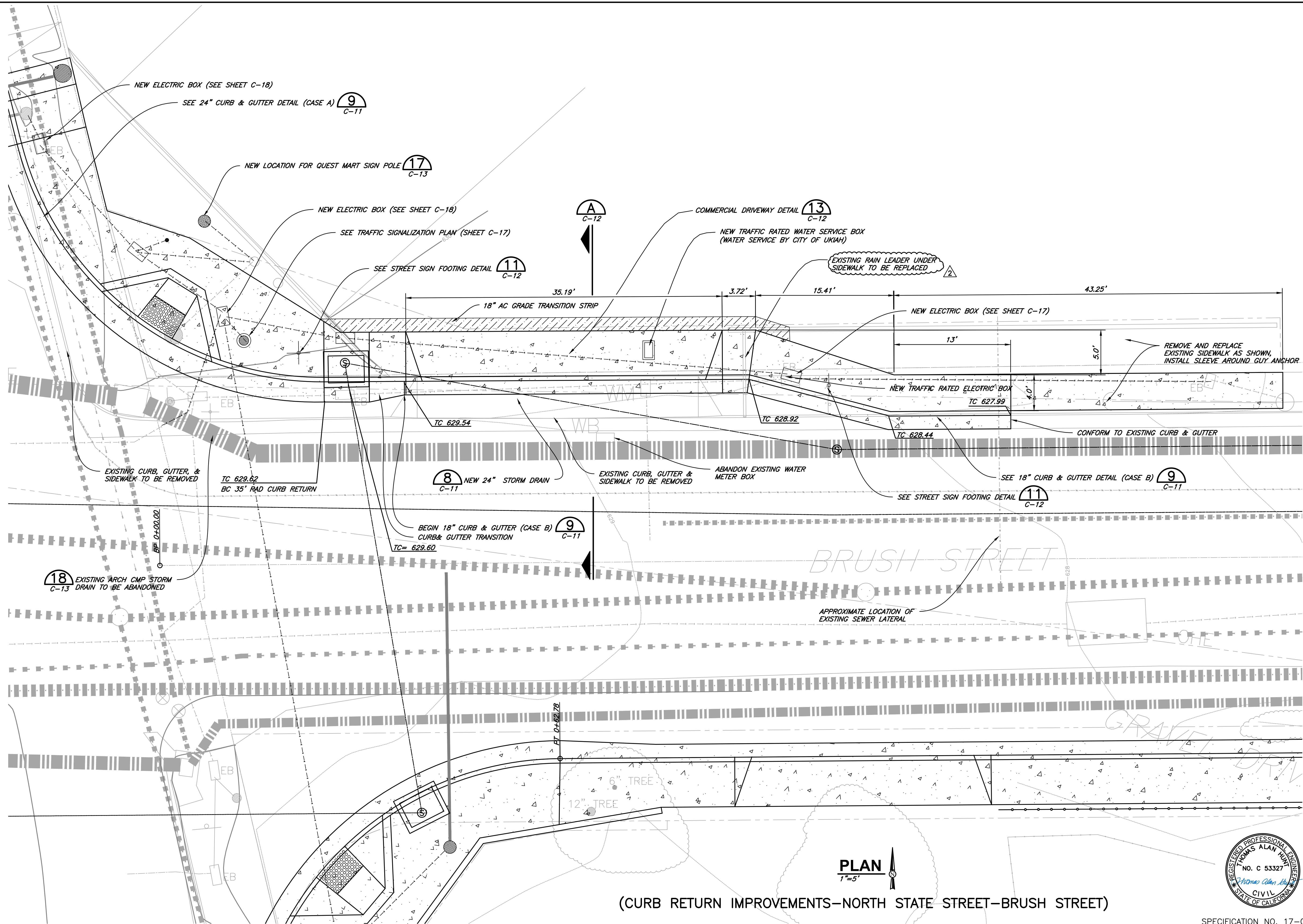
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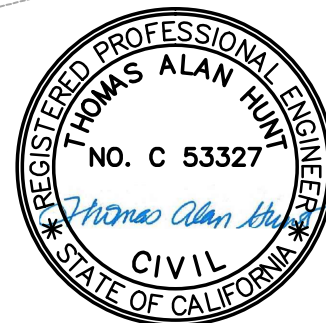
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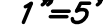


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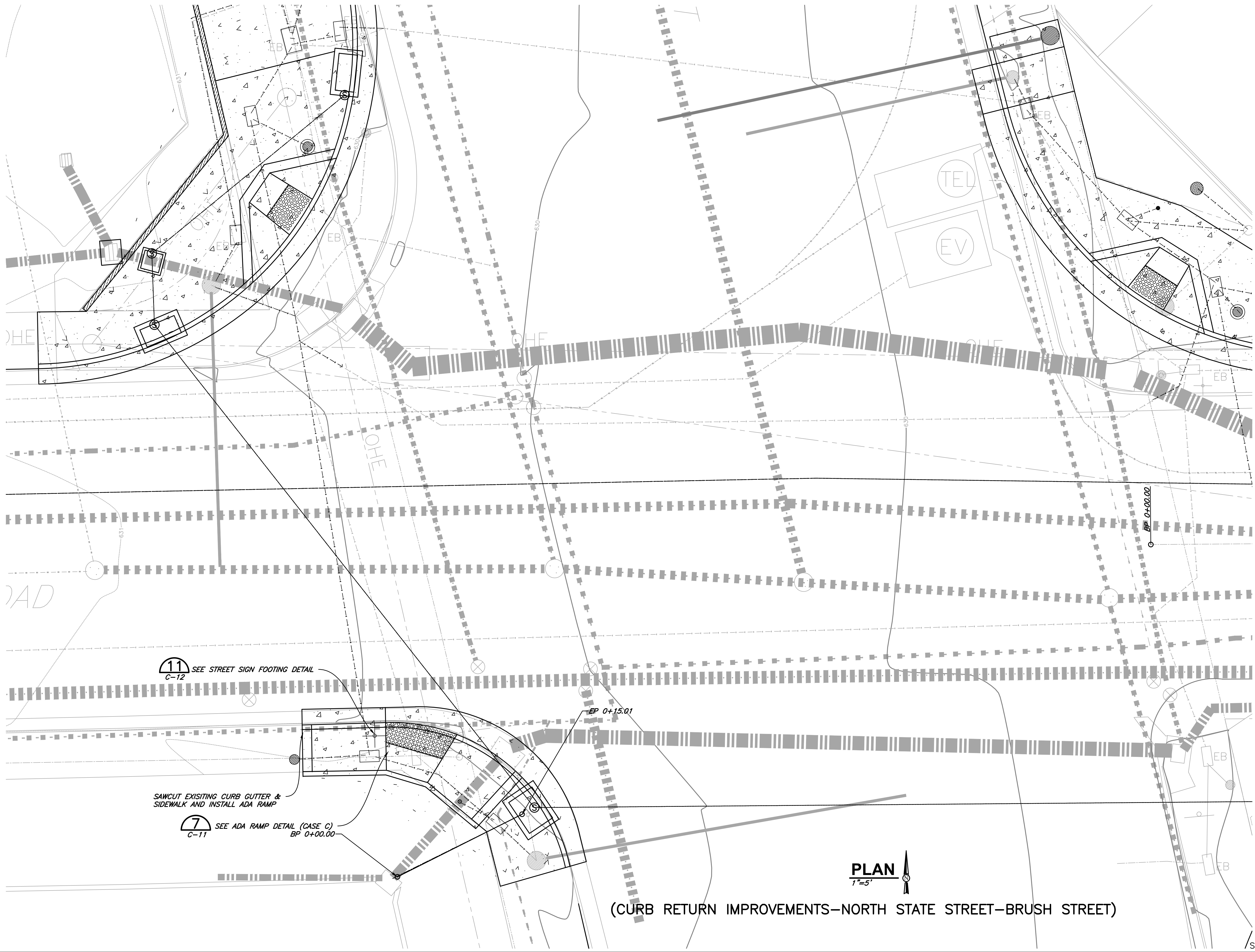
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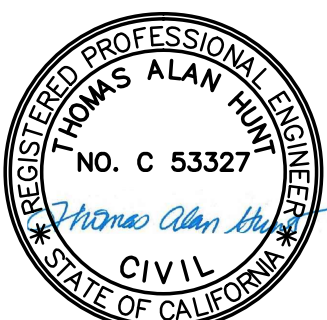
REGISTERED PROFESSIONAL ENGINEER
THOMAS ALAN HUNT
NO. C 53327
CIVIL
STATE OF CALIFORNIA

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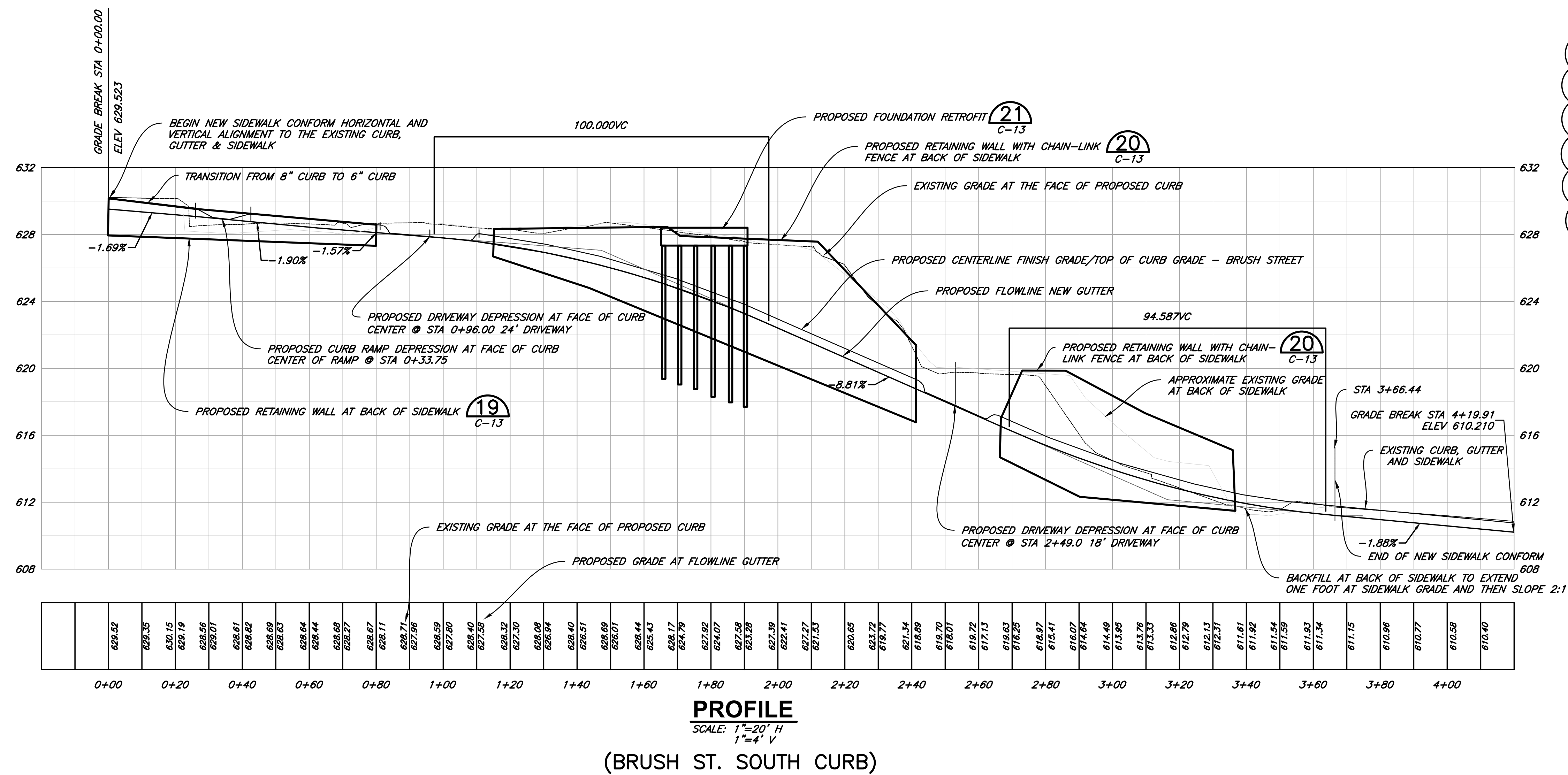
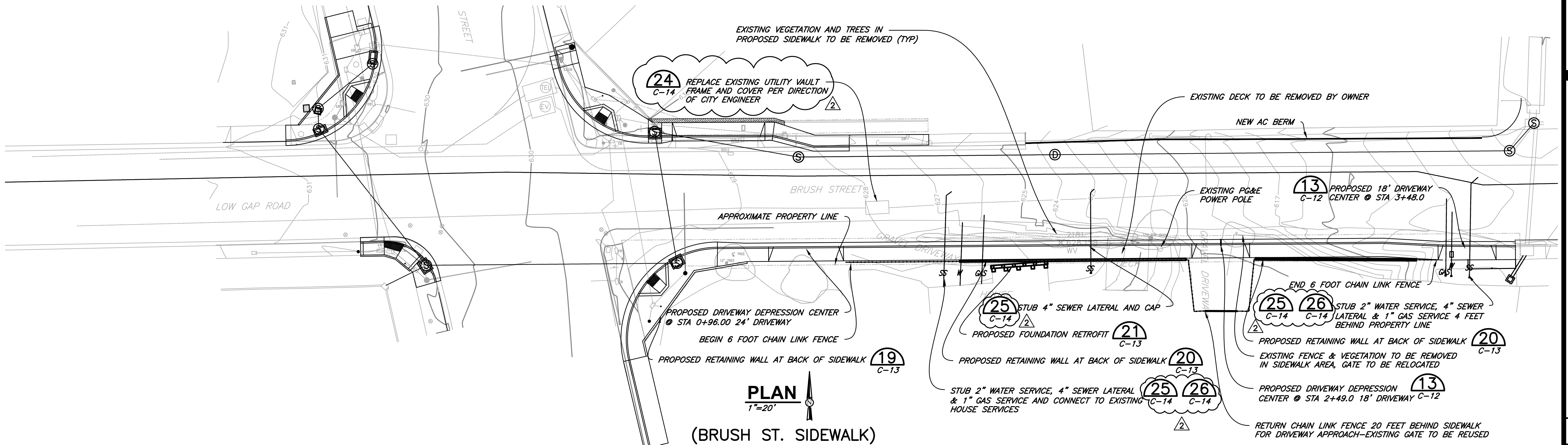
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(CURB RETURN IMPROVEMENTS—NORTH STATE STREET—BRUSH STREET)

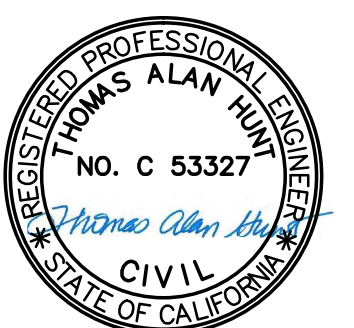


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- NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH PG&E FOR THE INSTALLATION OF GAS MAIN TAPS AND SERVICE PIPING TO TERMINATION POINTS. THE CONTRACTOR SHALL ALSO PROVIDE TRENCH EXCAVATION AND BACKFILL PER PG&E AND CITY OF UKIAH TRENCH SPECIFICATIONS.
2. THE TERMINATION OF THE NEW SEWER LATERALS SHALL EXTEND BELOW THE RETAINING WALL FOOTING, APPROXIMATELY 3.5' BELOW TOP OF CURB AND 4' BEHIND SIDEWALK.
3. THE MOST WESTERLY SEWER LATERAL SHALL BE CONNECTED TO THE EXISTING SEWER LATERAL FOR THE HOUSE. THE CONTRACTOR SHALL POTHOLE TO LOCATE THE EXISTING SEWER LATERAL PRIOR TO ANY EXCAVATION OR DRILLING OF HOUSE FOUNDATION PIERS. THE OTHER 2 SEWER LATERALS SHALL TERMINATE 4' BEHIND THE BACK OF SIDEWALK AND ARE TO BE CAPPED AND MARKED WITH REBAR DRIVEN IN THE GROUND JUST BEYOND THE TERMINATION FOR FUTURE LOCATION. ADDITIONALLY, THE CONTRACTOR SHALL MARK AN "S" SYMBOL ON THE FACE OF THE NEW CURB.
4. THE USE OF A BORED HOLE AND THREADED FITTING TYPE SEWER LATERAL CONNECTION INTO EXISTING VCP MAIN MAY BE USED. THE CONTRACTOR SHALL PROVIDE A SUBMITTAL OF THE PROPOSED FITTING FOR APPROVAL DURING THE INITIAL PHASE OF CONSTRUCTION.



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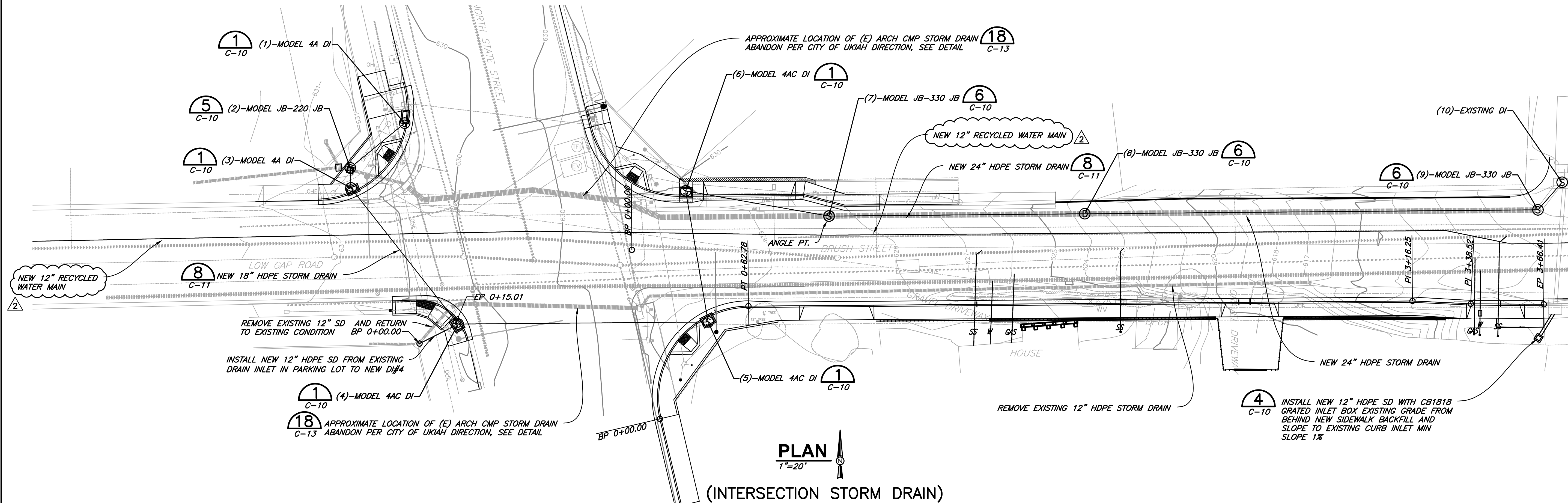
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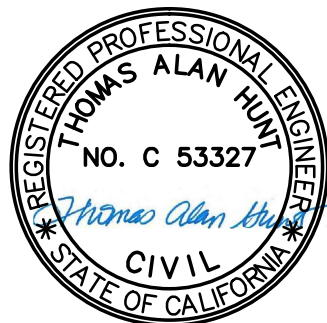
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NOTE:

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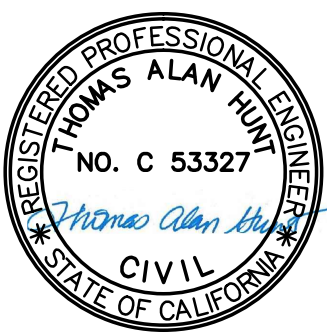
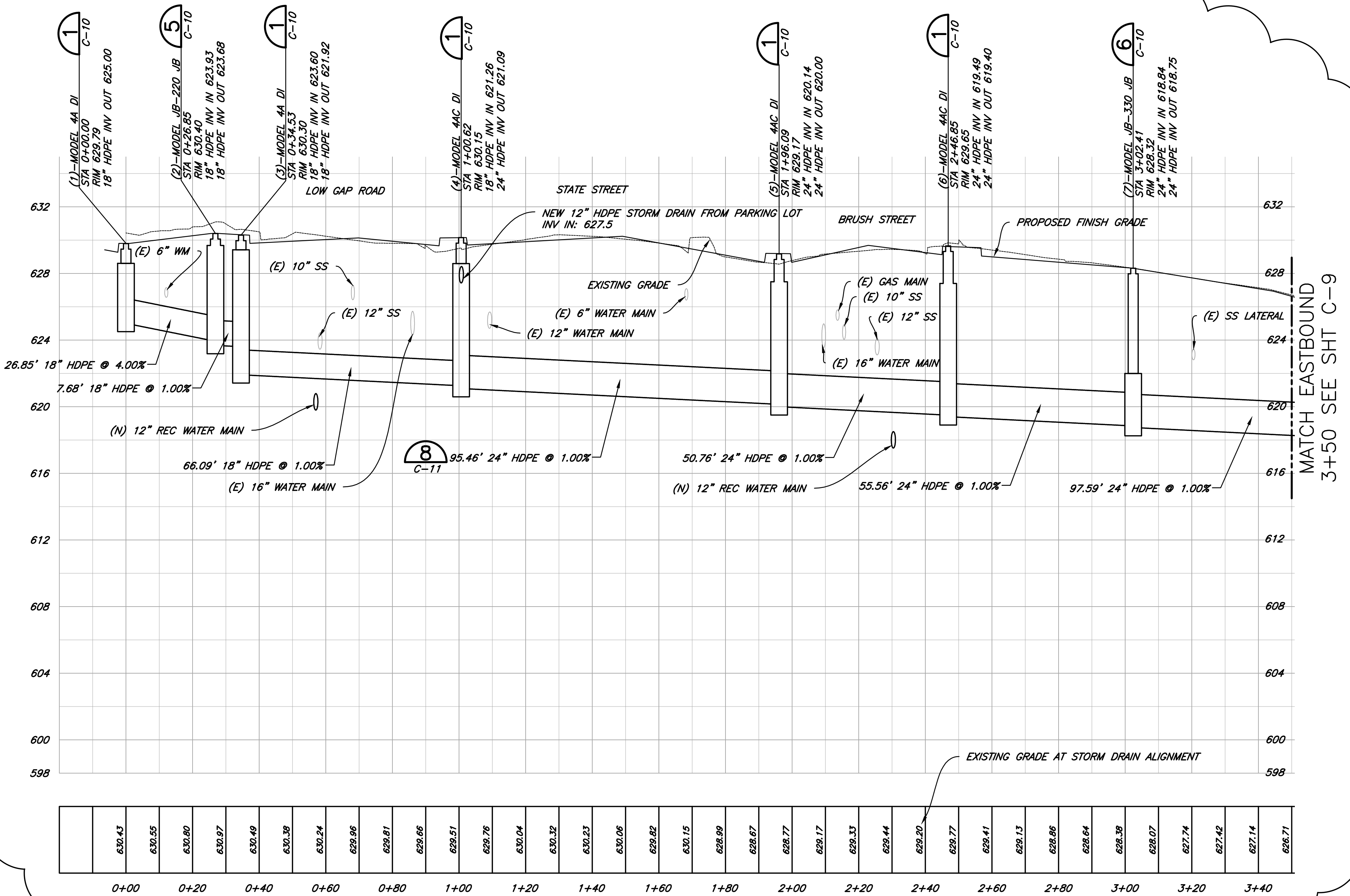
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PROFILE
SCALE: 1"=20' H
1"=4' V
(STORM DRAIN)



SPECIFICATION NO. 17-02

VERIFY SCALES BAG IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA. 95490 707-459-4518	
SHEET C-8	
SEQ 11	
DATE 02/2017	
PROJ. NO. 416056	
STORM DRAIN PROFILE	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
DSGN DR CHK APVD	TAH TAH JGI APVD
02/17/2017	DATE
2	NO.
(E) UTILITIES & LABELS	TAH
REVISION	BY

11 Willitsrvl\Projects\2016\416056-N.State\cvt\Draws\416056-Civil-R2.dwg
 2/28/2017 2:38 PM SHEATH, PLOTTED: 6/8/2017 12:23 PM TOM HUNT

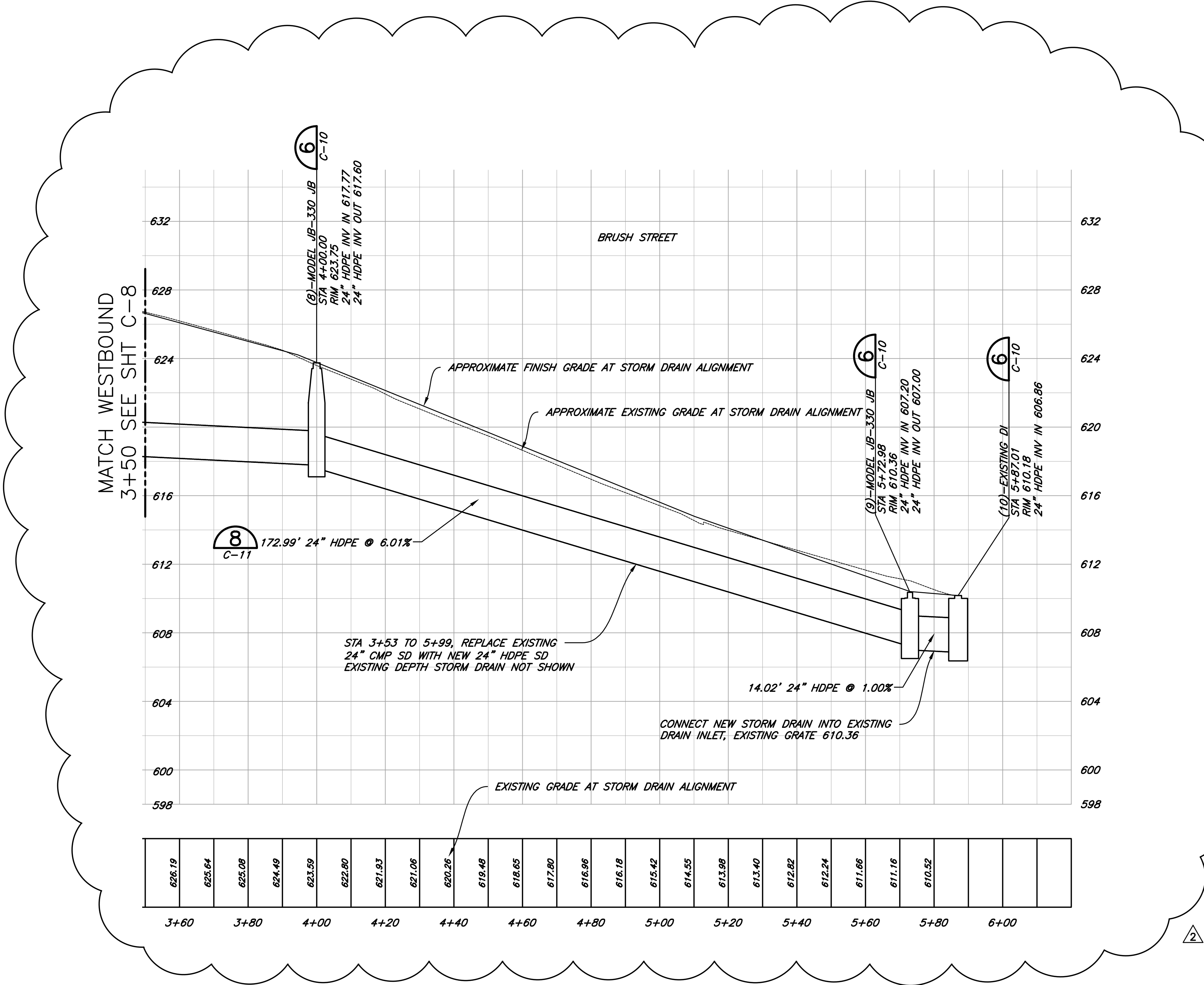
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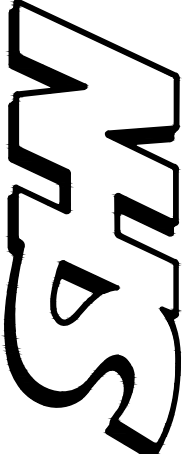
THE HORIZONTAL AND VERTICAL DEPICTION OF EXISTING UTILITY PIPING SHOWN IN PLAN AND PROFILE VIEWS ARE APPROXIMATE ONLY, BASED ON USA MARKINGS AND PLAN RESEARCH. THERE IS NO IMPLIED GUARANTEE THAT ALL OF THE EXISTING OR ABANDON UTILITIES HAVE BEEN SHOWN OR LOCATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND PROTECT ALL UNDERGROUND UTILITIES DURING THE EXECUTION OF THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A FIELD CONFLICT, WITH THE PROPOSED STORM DRAIN OR A PROPOSED FOOTINGS, COULD RESULT BASED ON FIELD POT-HOLING AT THE PROPOSED PIPE CROSSINGS.

PROFILE

SCALE: 1"=20' H
 1"=4' V

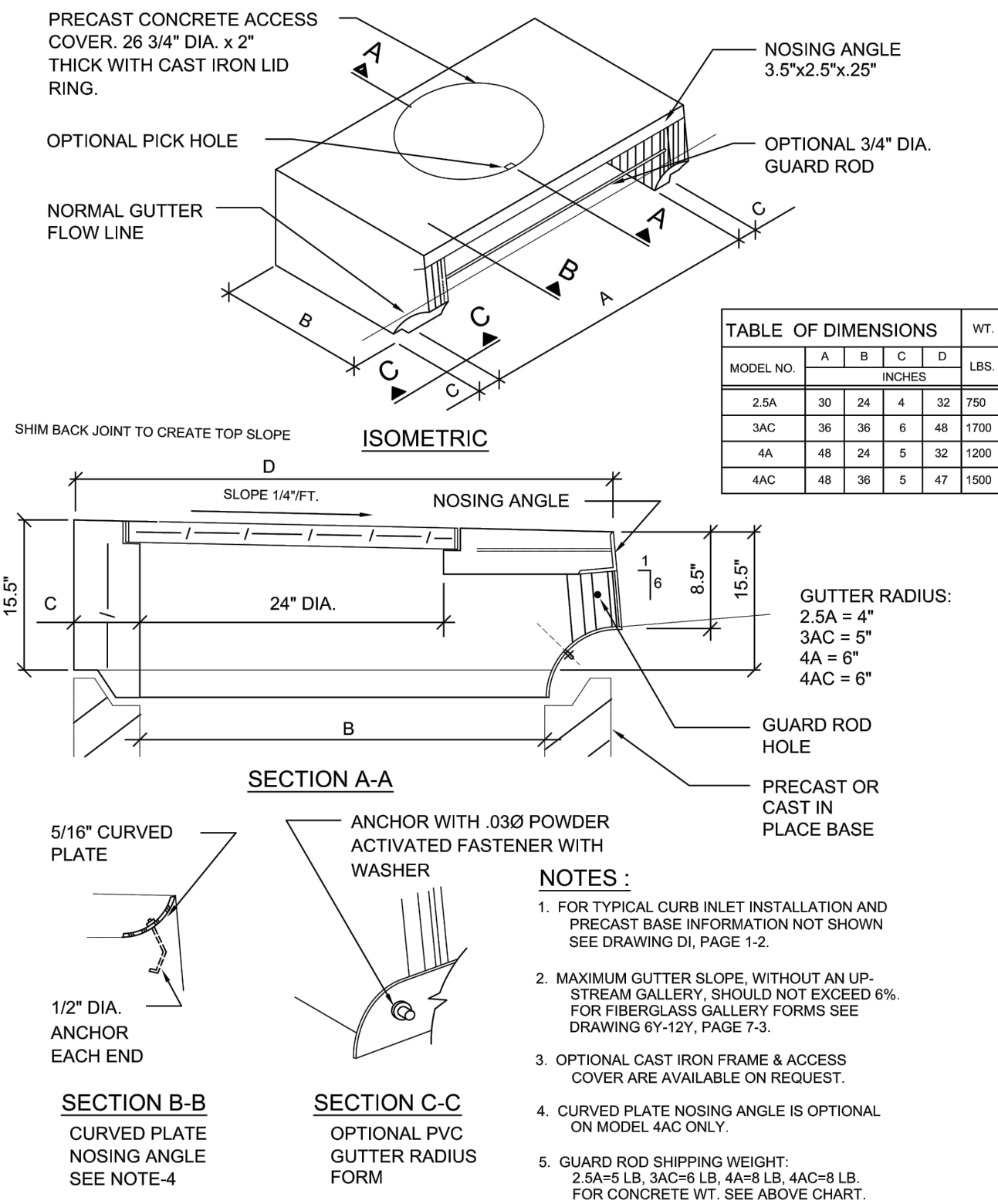
(STORM DRAIN)



 CONSULTING ENGINEERS & GEOLOGISTS, INC.		335 S. MAIN ST. WILLITS, CA. 95490 WWW.SHN-ENGR.COM 707-459-4518	
DESIGN: TA DRAWING: TA CHECK: JG APPROVED: AP		DATE: 02/17/2017 NO. 2	BY: TA REVISION:
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		UTILITIES & LABELS TA	
SHEET: C-9		PROJ. NO.: 416056	

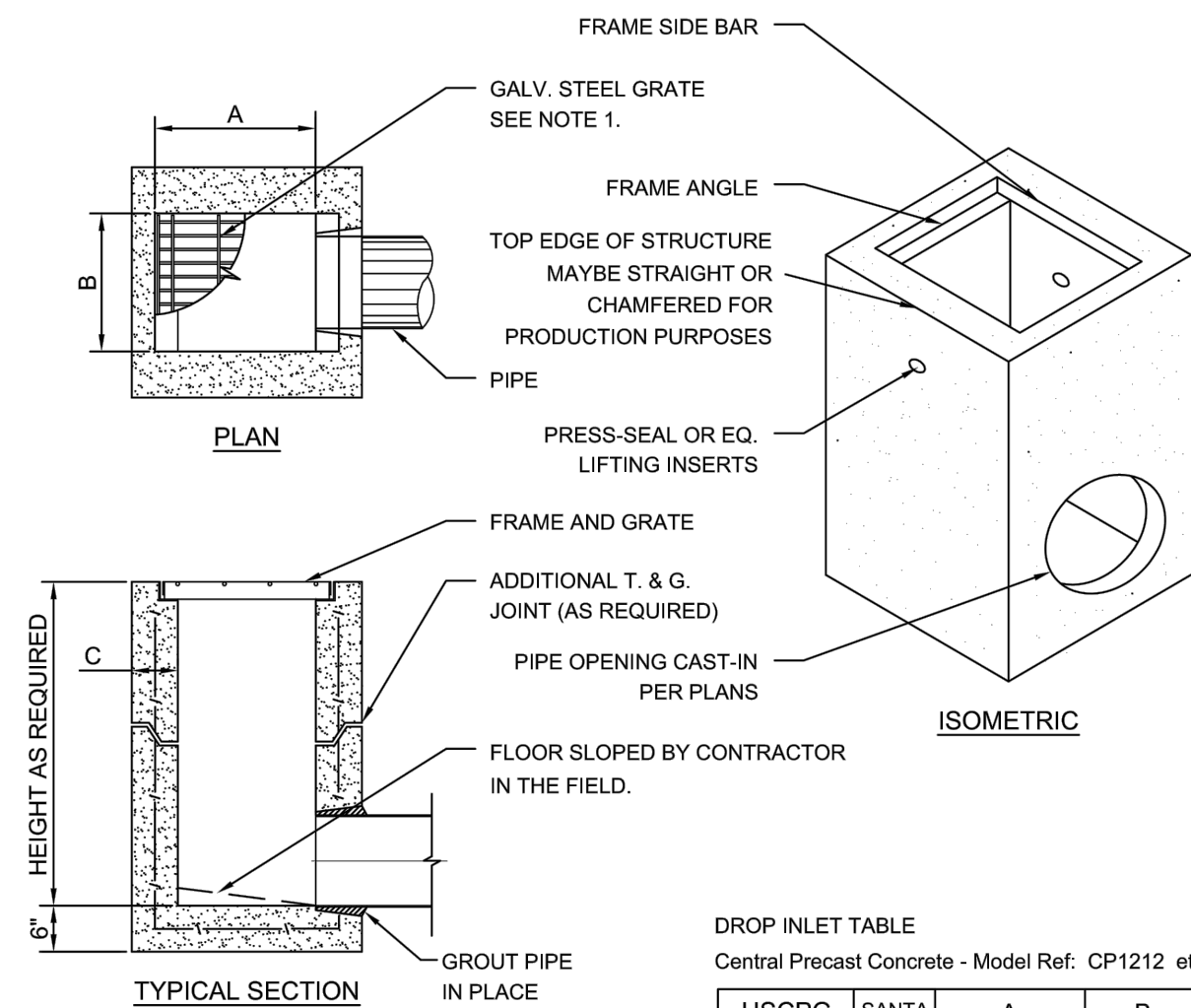
VERIFY SCALES
 THIS IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SAVED: 2/21/2017 4:48 PM SHEATH, PLOTTED: 6/8/2017 12:55 PM TOM HUNT
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DETAIL 1
 NTS

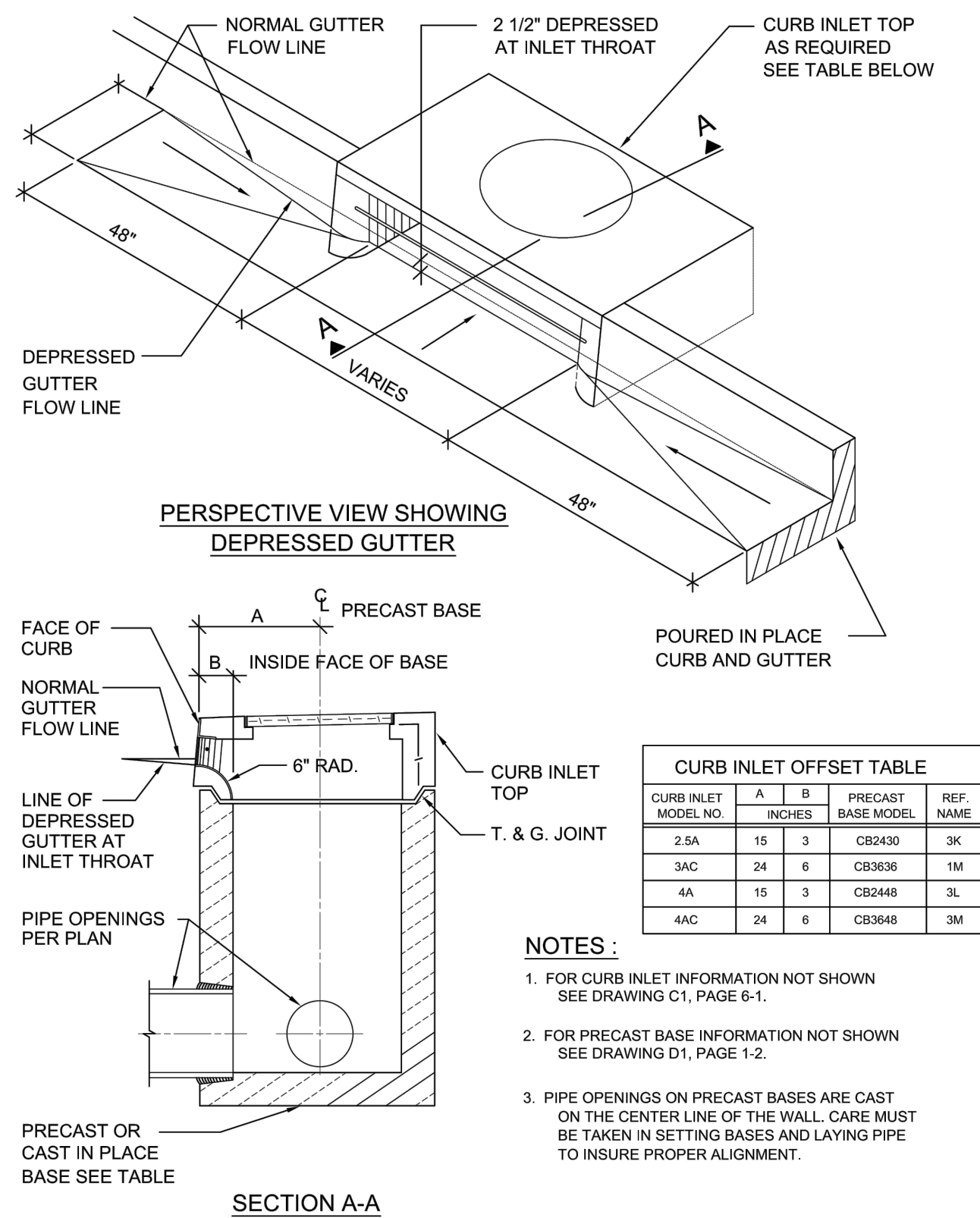
(DRAINAGE INLETS)



- NOTES:
 1. FRAMES AND GRATES MAY BE SPECIFIED FOR PEDESTRIAN OR TRAFFIC LOADING. ALL GRATES ARE BICYCLE PROOF. OPTIONAL GRATE LOCKING DEVICE AVAILABLE ON REQUEST SEE DRAWING "LOCK" ON PAGE 1-7. CLOSED- MESH GRATES OR CAST IRON FRAME AND GRATES ARE AVAILABLE ON REQUEST.
 2. FOR SURFACE AND DISCHARGE OPTIONS AVAILABLE SEE DRAWING NO. "DI-SO" PAGE 1-4, 1-6 AND "DI-DO" PAGE 1-5.
 3. FRAMES AND GRATES DETAILS SEE PAGES 1-8, 1-9, AND 1-10. CASTING 1-13, DROP-IN 1-14.
 4. WALL THICKNESS ON SOME D.I.S. CAN BE CHANGED UPON REQUEST. CALL TO VERIFY READ THICKNESS
 5. 18" WIDE D.I.'S REPLACE THE OLD 16" WIDE BOX BK & 1K *
 6. FOR PIPE / HOLE SCHEDULE SEE DWG. DI-HS PAGE 1-16.
 7. FOR DROP INLET SURFACE OPTIONS SEE DWG. DI-SO PAGE 1-6.

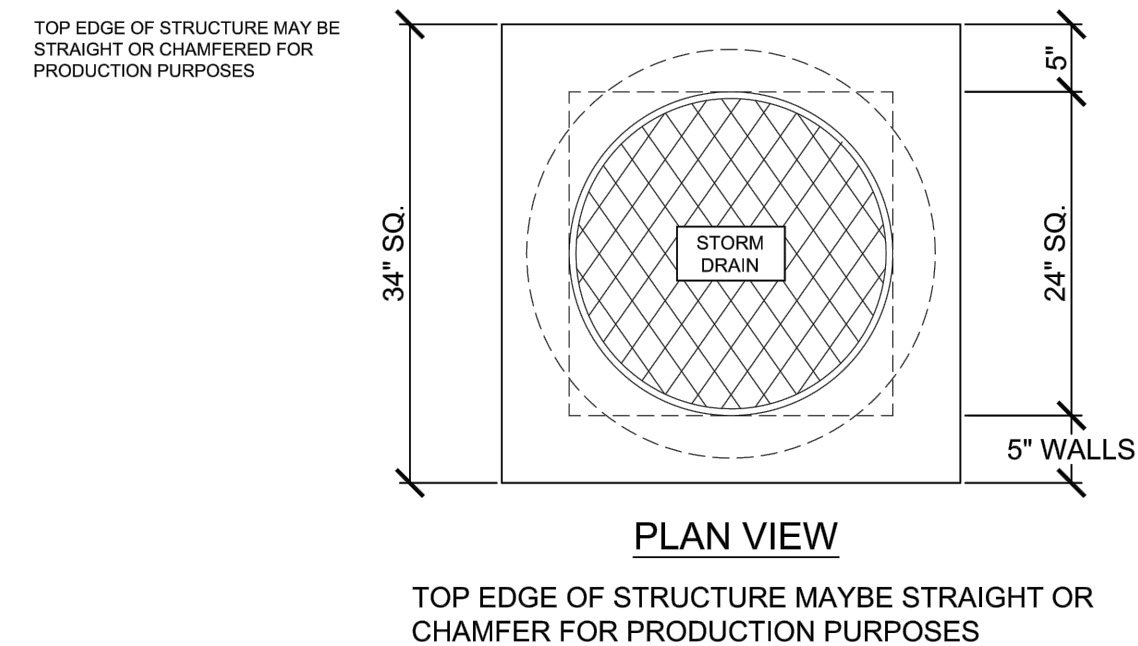
DETAIL 4
 NTS

(CATCH BASINS)



DETAIL 2
 NTS

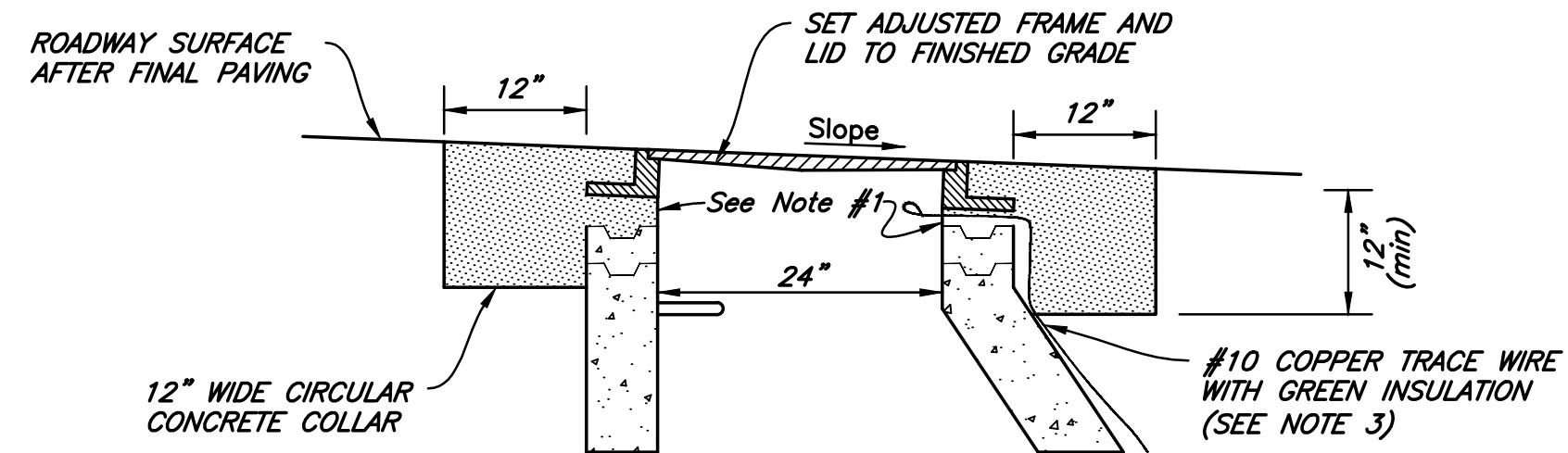
(DRAINAGE INLET INSTALLATION)



- NOTES:
 1. D.I'S SIZE CAN BE CHANGED UPON REQUEST.
 2. PRECAST UNIT DESIGNED TO BEAR FULL TRAFFIC LOADING.
 3. CONCRETE SHALL CONTAIN 6 SACKS OF PORTLAND CEMENT PER CUBIC YARD AND SHALL HAVE COMPRESSIVE STRENGTH OF 5,000 PSI @ 28 DAYS.

DETAIL 5
 NTS

(24" X 24" JUNCTION BOX)

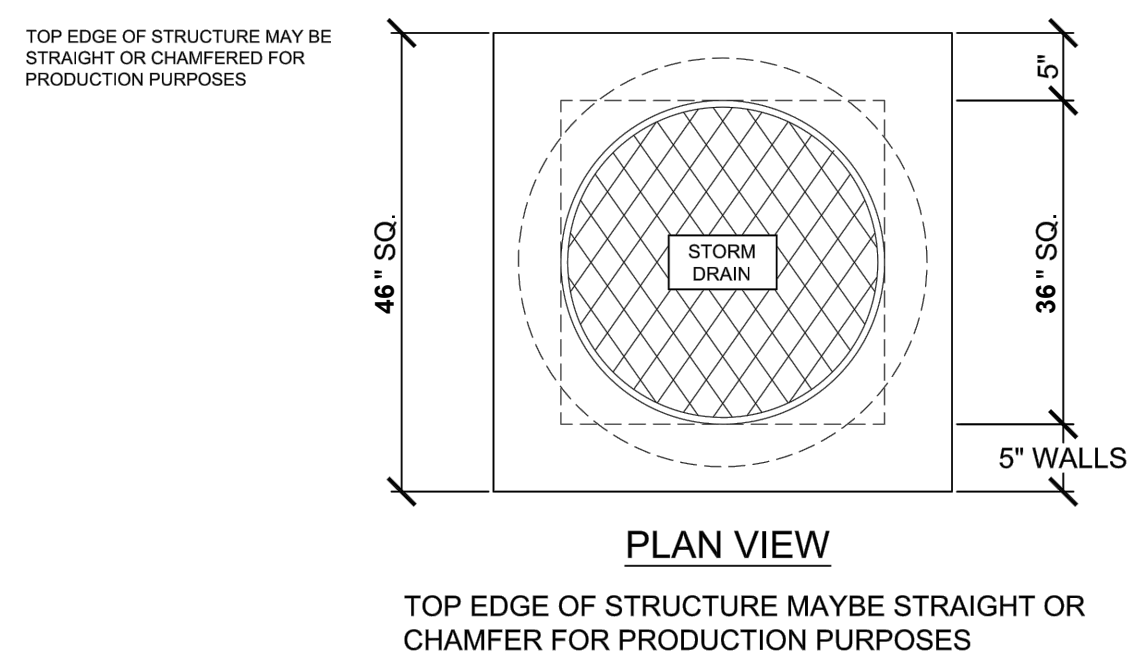


NOTES:

1. SHIMS SHALL BE PLACED UNDER THE MANHOLE FRAME AND LID ON TOP OF THE HIGHEST GRADE RING AS NEEDED SUCH THAT THE FRAME AND LID ARE FLUSH WITH THE FINISHED GRADE OF THE STREET. THE MINIMUM SHIM HEIGHT IS 1". CONCRETE SHALL BE PLACED IN BETWEEN THE HIGHEST GRADE RING AND THE SHIMMED FRAME AND LID WHEN THE CONCRETE COLLAR IS CONSTRUCTED, IN EFFECT CREATING A "CAST-IN-PLACE" GRADE RING OF VARYING THICKNESS.
 2. ALL GRADE RINGS SHALL BE SEALED WITH CLASS B NON-SHRINK GROUT ON BOTH INNER AND OUTER FACES OF EACH JOINT.
 3. #10 COPPER TRACE WIRE WITH GREEN INSULATION SHALL BE INSTALLED AT ALL NEW AND EXISTING MANHOLE LOCATIONS. TRACE WIRE SHALL EITHER BE CONTINUOUS ALONG (N) SANITARY PIPE AND UP TO THE MANHOLE FRAME, OR SHALL BE SECURELY CONNECTED TO THE (E) TRACE WIRE WHERE PIPE REPLACEMENT IS NOT PERFORMED. NOTE THAT TRACE WIRE IS NOT REQUIRED ON MANHOLES WHEN THE (E) STORM DRAIN HAS NO TRACE WIRE.

DETAIL 3
 NTS

(MANHOLE FRAME & LID ADJUSTMENT TO GRADE)



- NOTES:
 1. D.I'S SIZE CAN BE CHANGED UPON REQUEST.
 2. PRECAST UNIT DESIGNED TO BEAR FULL TRAFFIC LOADING.
 3. CONCRETE SHALL CONTAIN 6 SACKS OF PORTLAND CEMENT PER CUBIC YARD AND SHALL HAVE COMPRESSIVE STRENGTH OF 5,000 PSI @ 28 DAYS.

DETAIL 6
 NTS

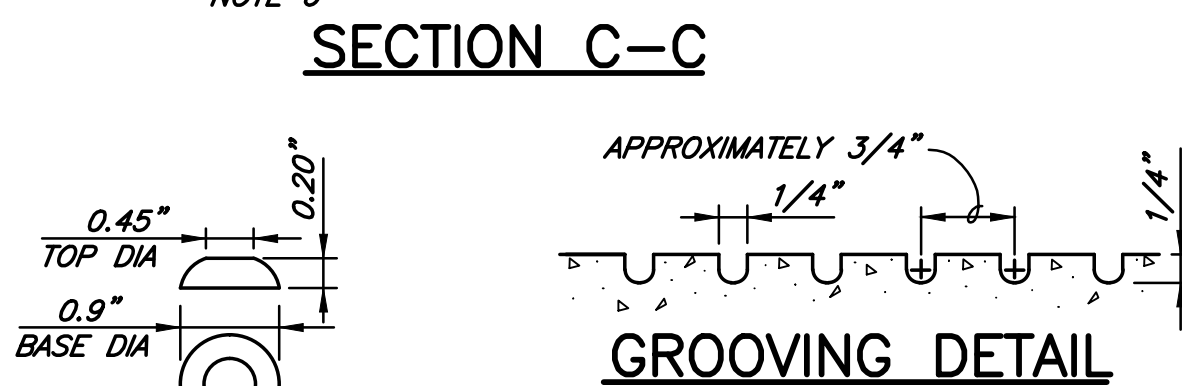
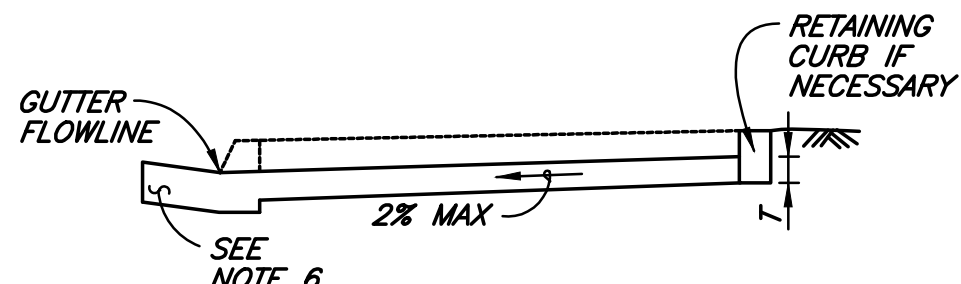
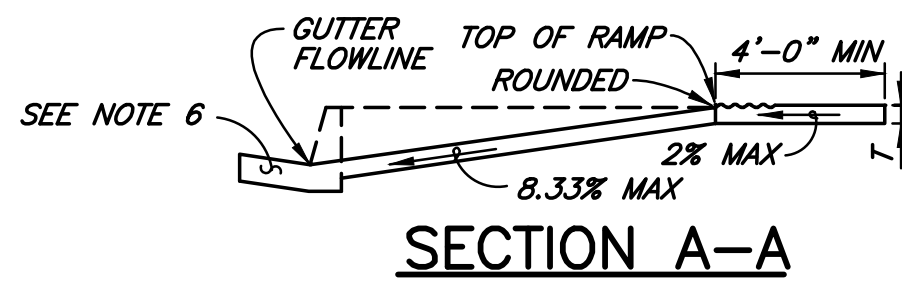
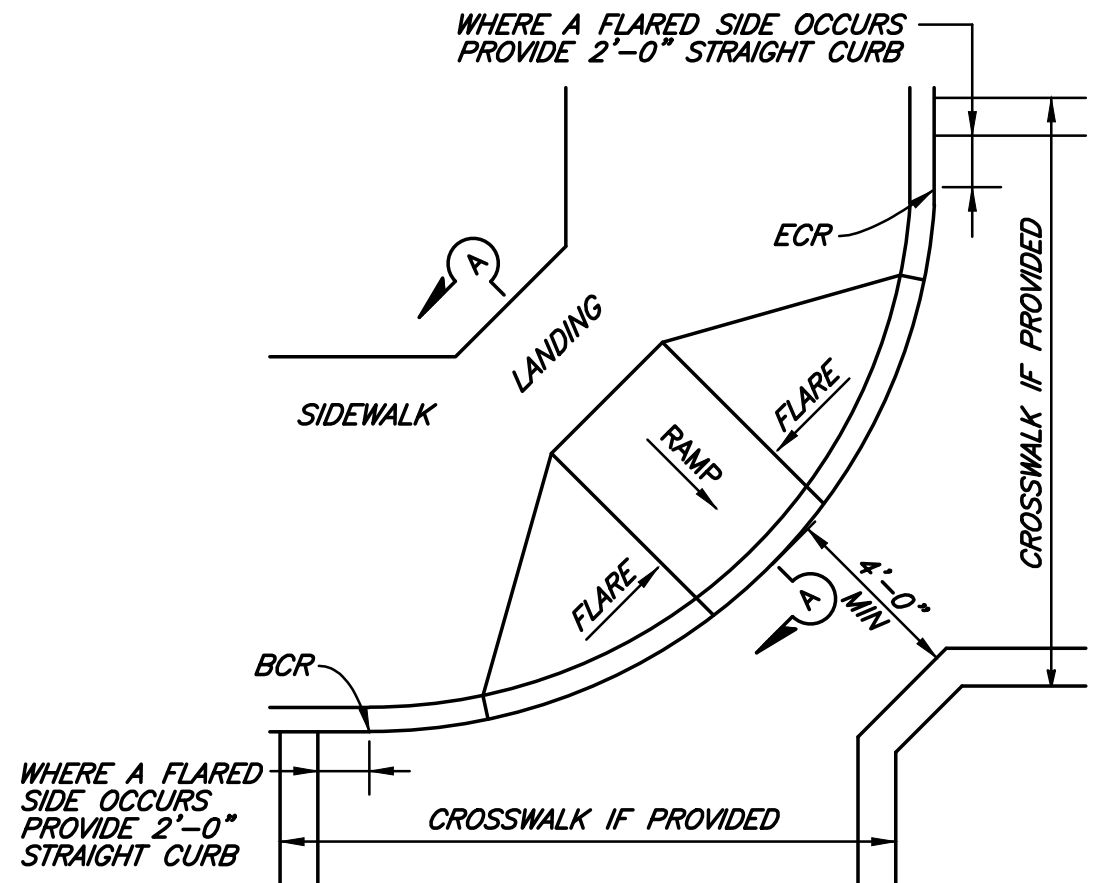
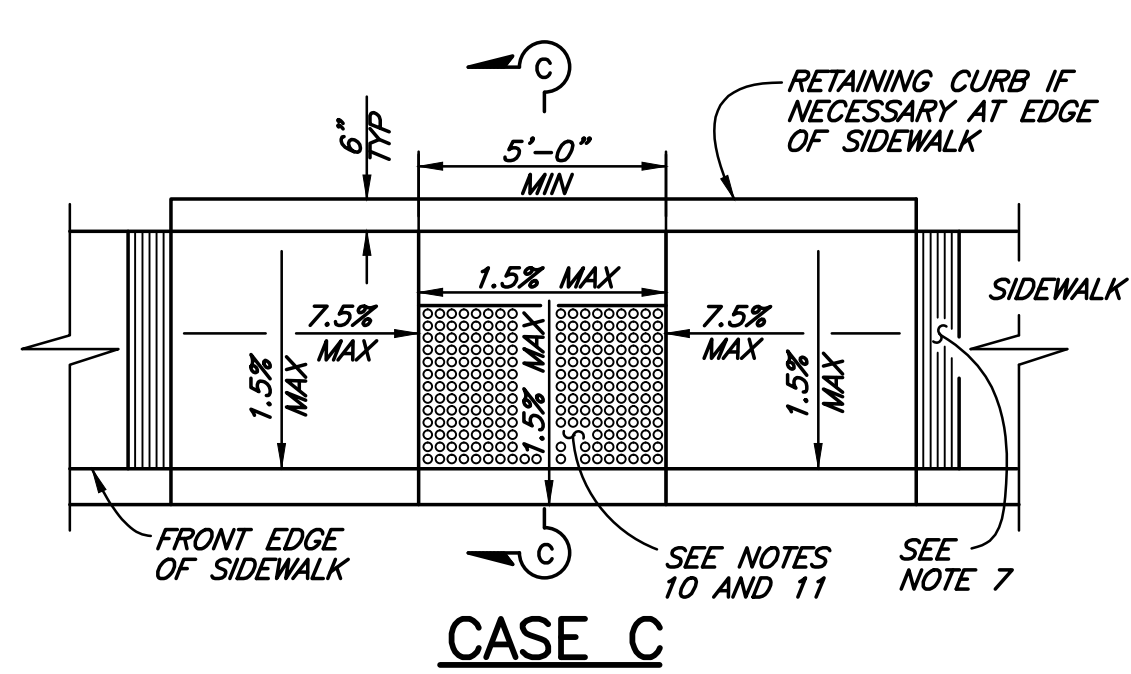
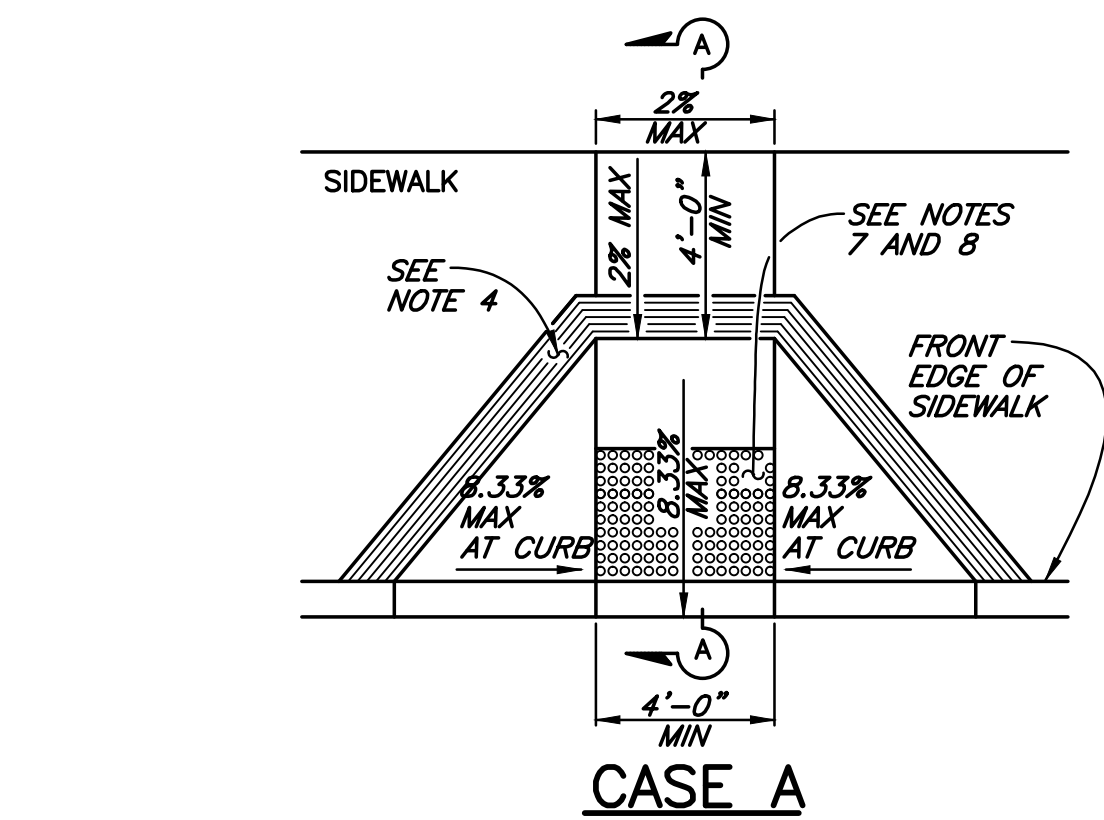
(36" X 36" JUNCTION BOX)



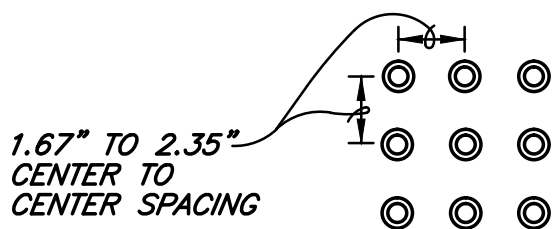
SPECIFICATION NO. 17-02

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
 CONSULTING ENGINEERS & GEOLOGISTS, INC.
 335 S. MAIN ST.
 WILLITS, CA 95490
 WWW.SHN-ENGR.COM
 707-459-4518
 DSGN TA
 DR SRH
 CHK JGI
 APVD
 CITY OF UKIAH
 NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS
 DETAILS
 SHEET C-10
 SEQ 13
 DATE 02/2017
 PROJ. NO. 416056

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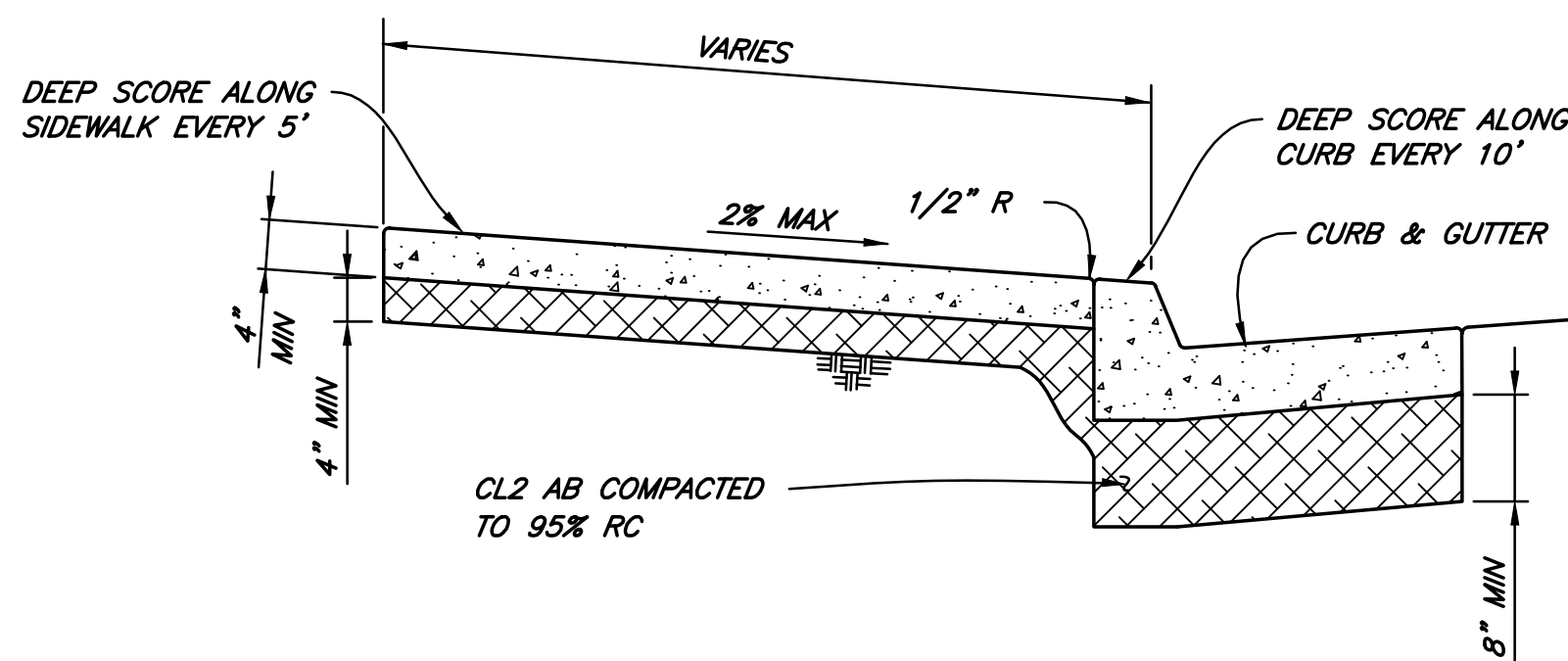
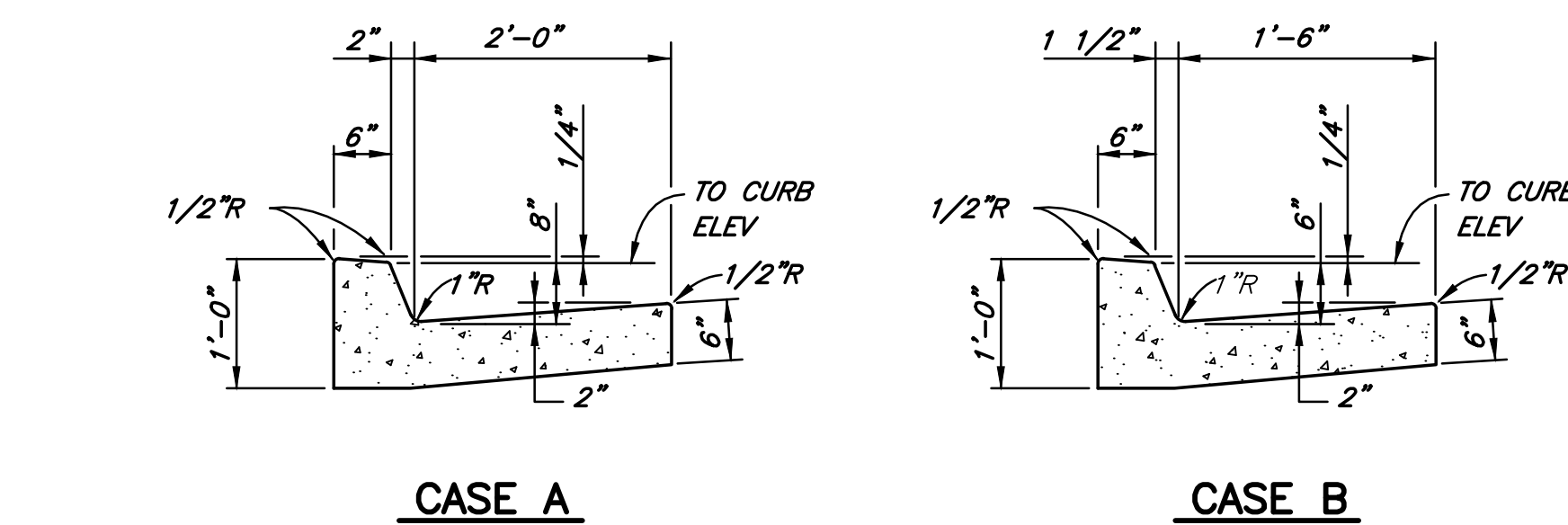


DETECTABLE WARNING SURFACE

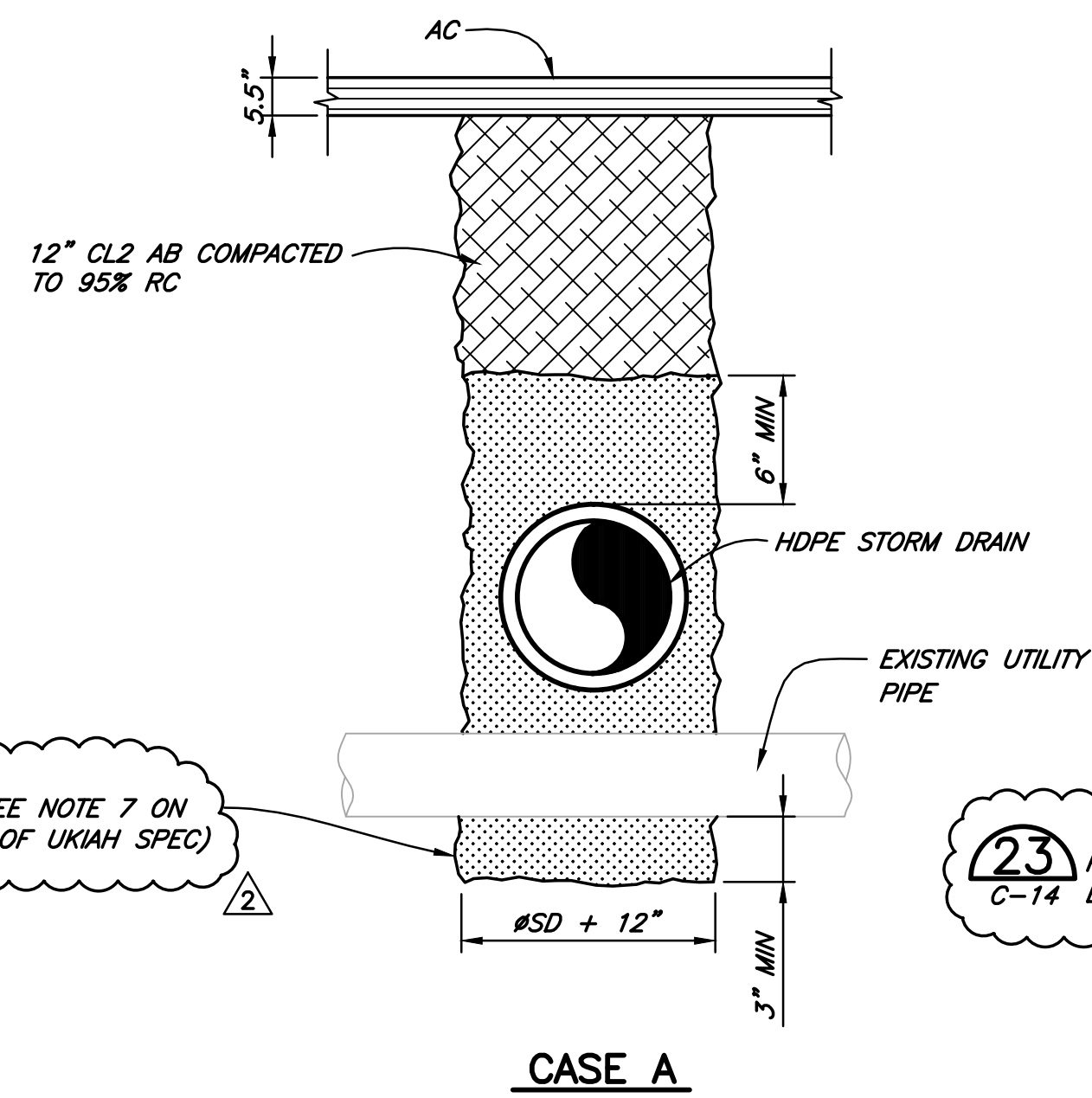
NOTES:

1. WHEN RAMP IS LOCATED IN CENTER OF CURB RETURN, CROSSWALK CONFIGURATION MUST BE SIMILAR TO THAT SHOWN FOR DETAIL B.
2. IF LOCATED ON A CURVE, THE SIDES OF THE RAMP NEED NOT BE PARALLEL, BUT THE MINIMUM WIDTH OF THE RAMP SHALL BE 4'-0".
3. SIDE SLOPE OF RAMP FLARES VARY UNIFORMLY FROM A MAXIMUM OF 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP.
4. THE CURB RAMP SHALL BE OUTLINED, AS SHOWN, WITH A 1'-0" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 1/4" ON CENTER. SEE GROOVING DETAIL.
5. TRANSITIONS FROM RAMPS AND LANDING TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
6. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 5 PERCENT WITHIN 4'-0" OF THE TOP AND BOTTOM OF THE CURB RAMP.
7. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE DETAILS ON THIS PLAN AND THE REQUIREMENTS IN THE SPECIAL PROVISIONS.
8. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
9. SIDEWALK AND RAMP THICKNESS, "T", SHALL BE 3 1/2" MINIMUM.
10. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
11. FOR RETROFIT CONDITIONS, REMOVAL AND REPLACEMENT OF CURB APRON WILL BE AT THE CONTRACTOR'S OPTION, UNLESS OTHERWISE SHOWN ON PROJECT PLANS.

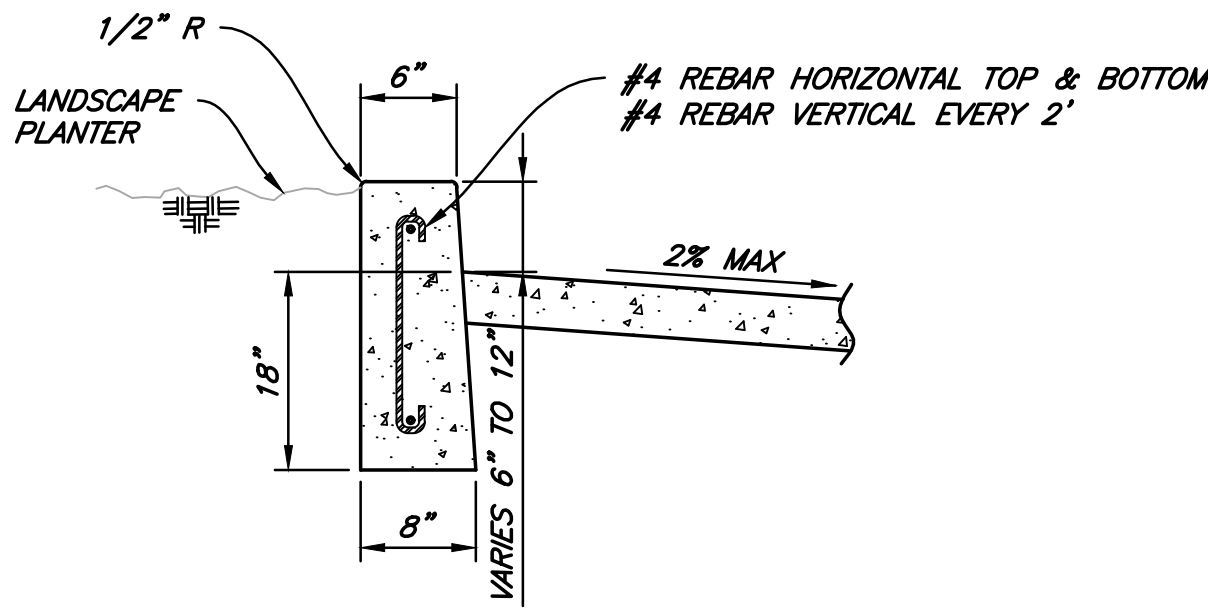
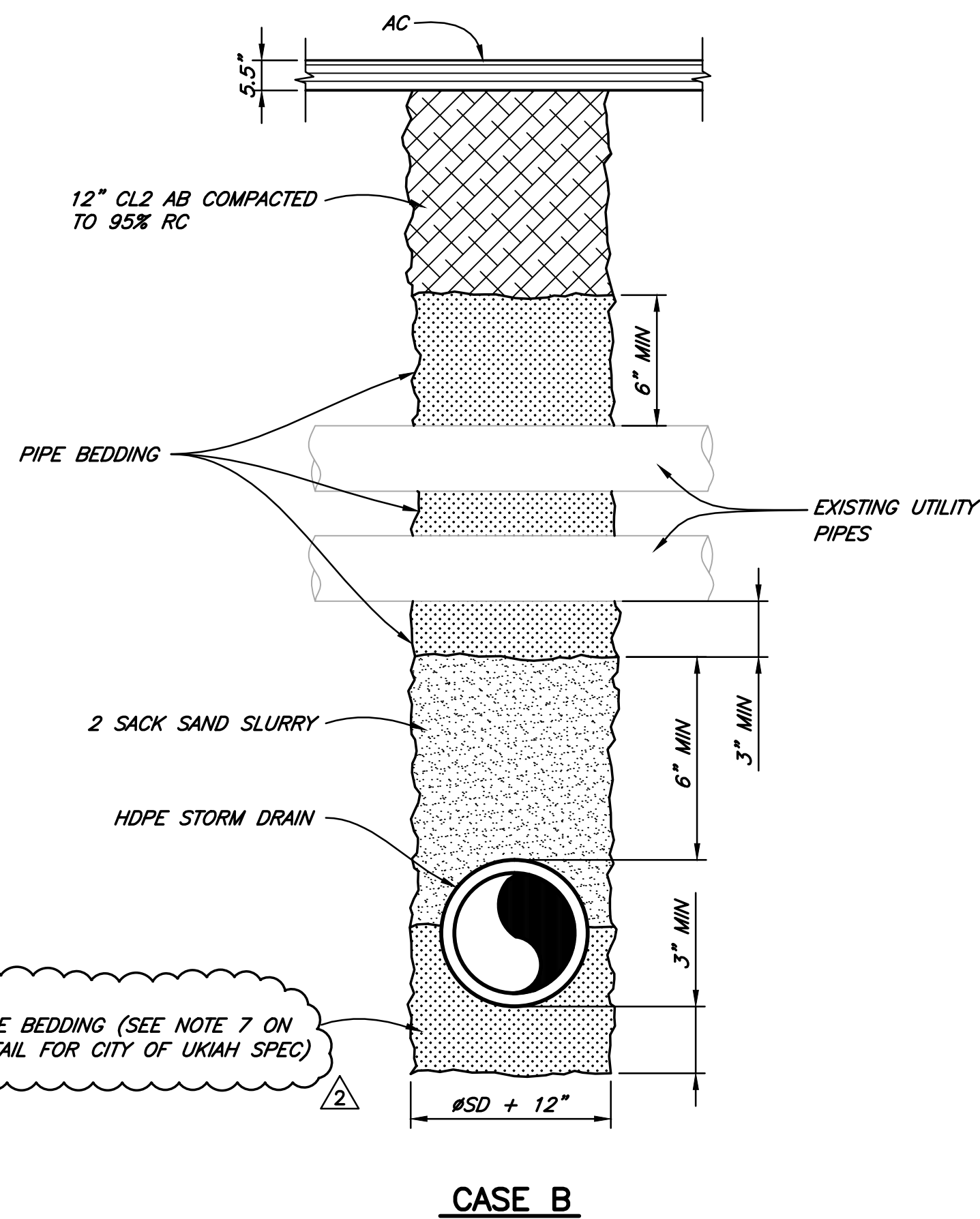
DETAIL 7 (ADA SIDEWALK RAMP)



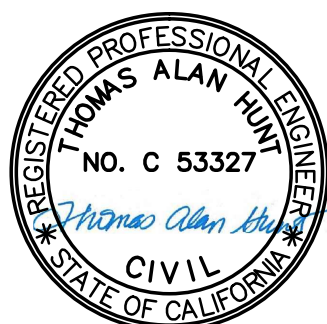
DETAIL 9 (CURB, GUTTER, & SIDEWALK)



DETAIL 8 (STORM DRAIN TRENCHES)

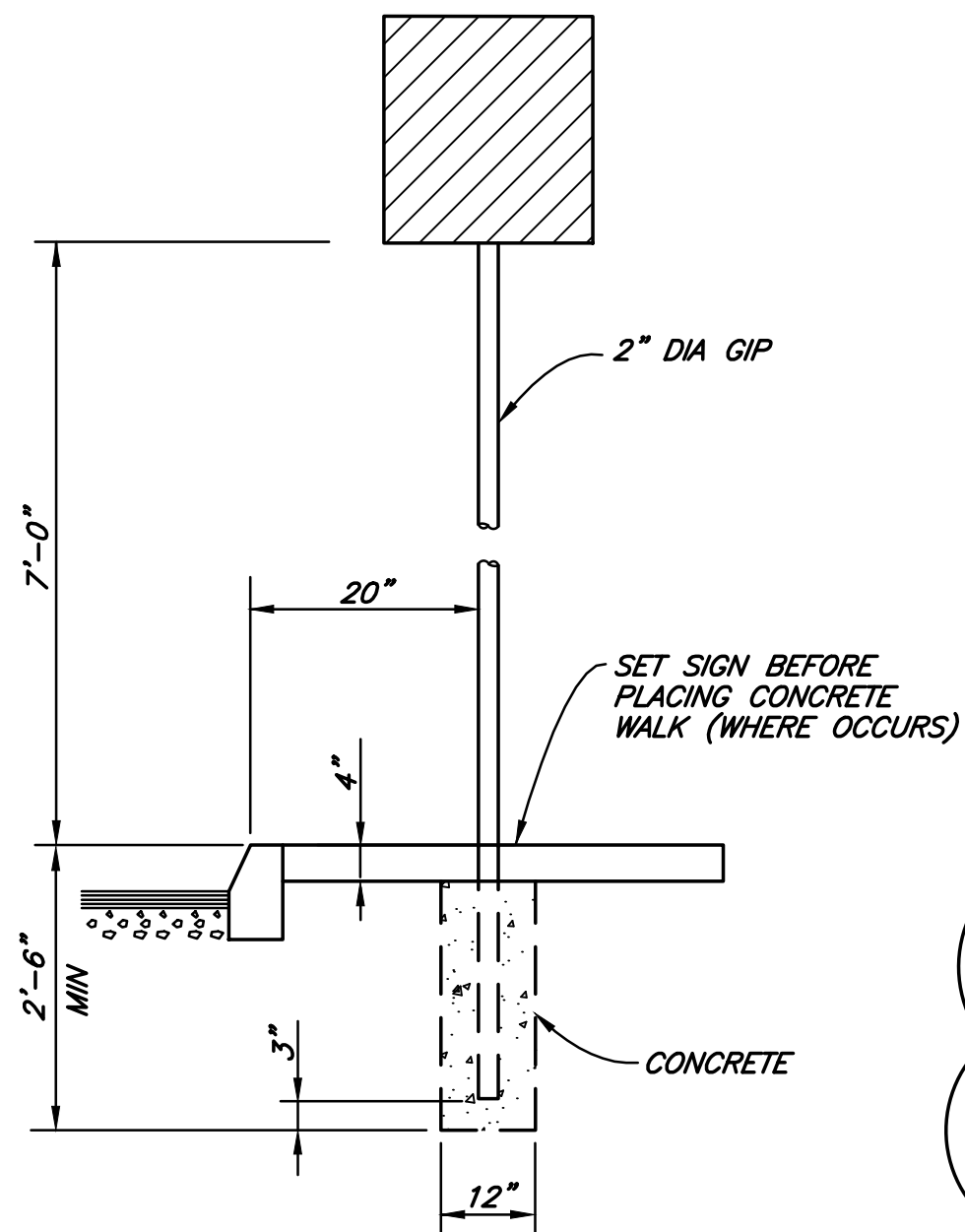


DETAIL 10 (VERTICAL CURB)



VERIFY SCALES		BAG IS ONE INCH ON ORIGINAL DRAWING		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
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TAH		BY		DATE	
DETAIL 8		EDITED		NO.	
02/21/2017		DATE		NO.	
TAH		DR		SRH	
CHK		JGI		APVD	
CITY OF UKIAH		NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH		ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
SHEET		C-11		SEQ	
14		DATE		02/2017	
PROJ. NO.		416056		DETAILS	

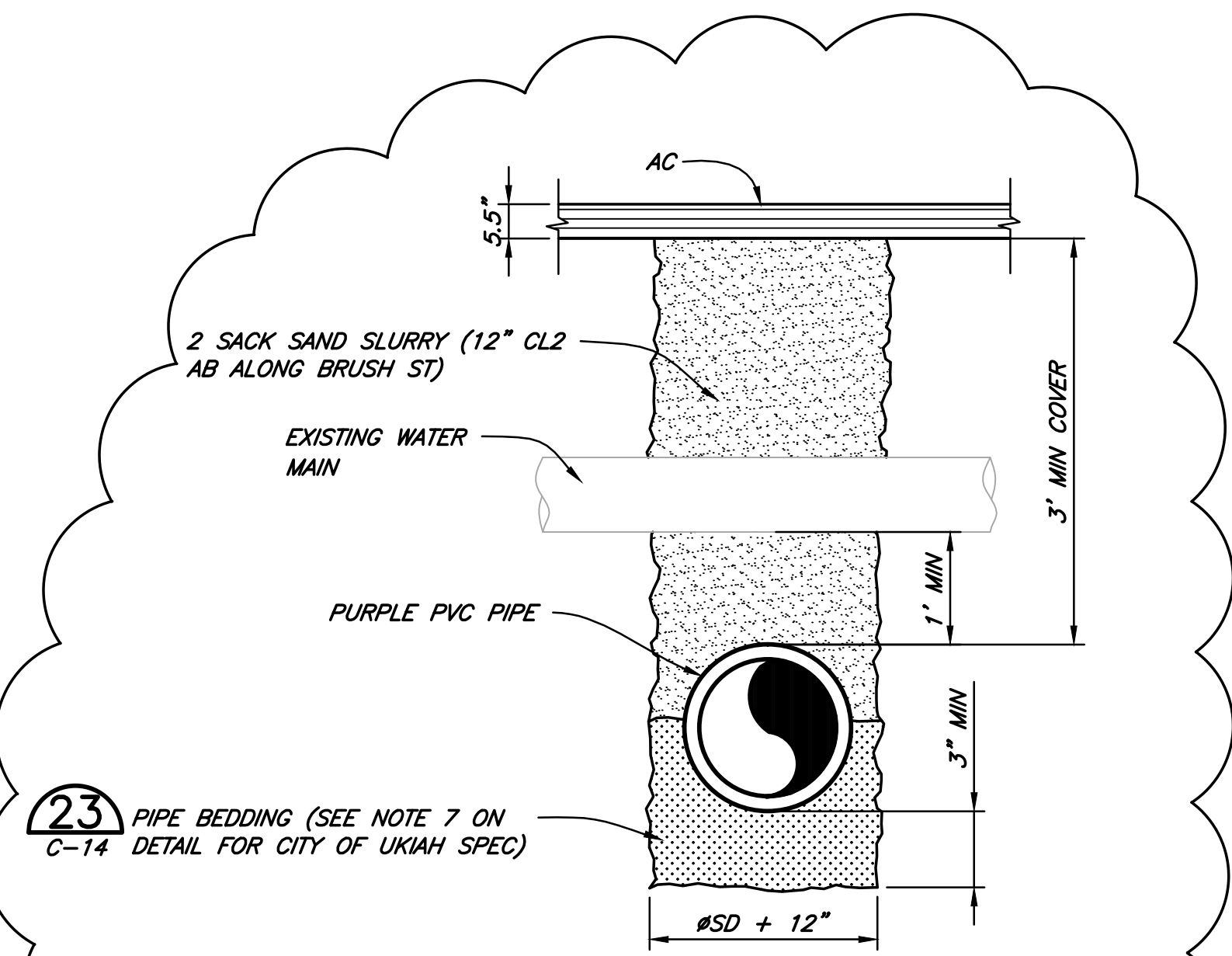
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\\Willis\svr\Projects\2016\416056-N.State\cvt\Draws\416056-DETAIL2-R2.dwg



NOTE:
SIGNS AND POSTS SHALL CONFORM
TO THE CURRENT EDITION OF THE
CALIFORNIA DEPARTMENT OF
TRANSPORTATION TRAFFIC MANUAL
AND STANDARD SPECIFICATIONS.

DETAIL 11
NTS

(STREET SIGN FOUNDATION)

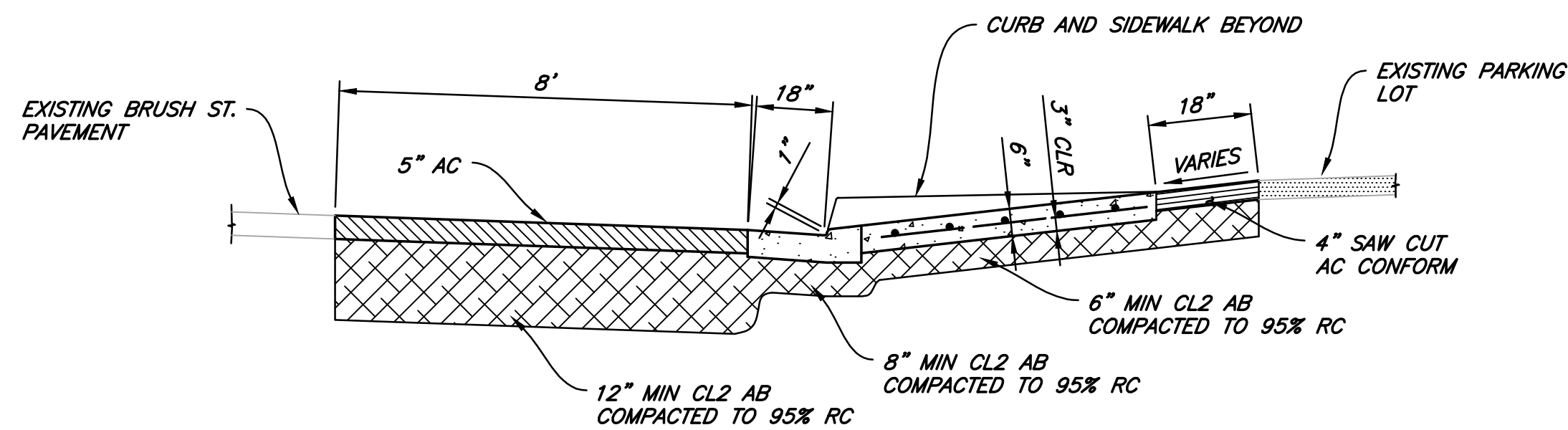


DETAIL 12
NTS

(RECYCLED WATER LINE TRENCH)

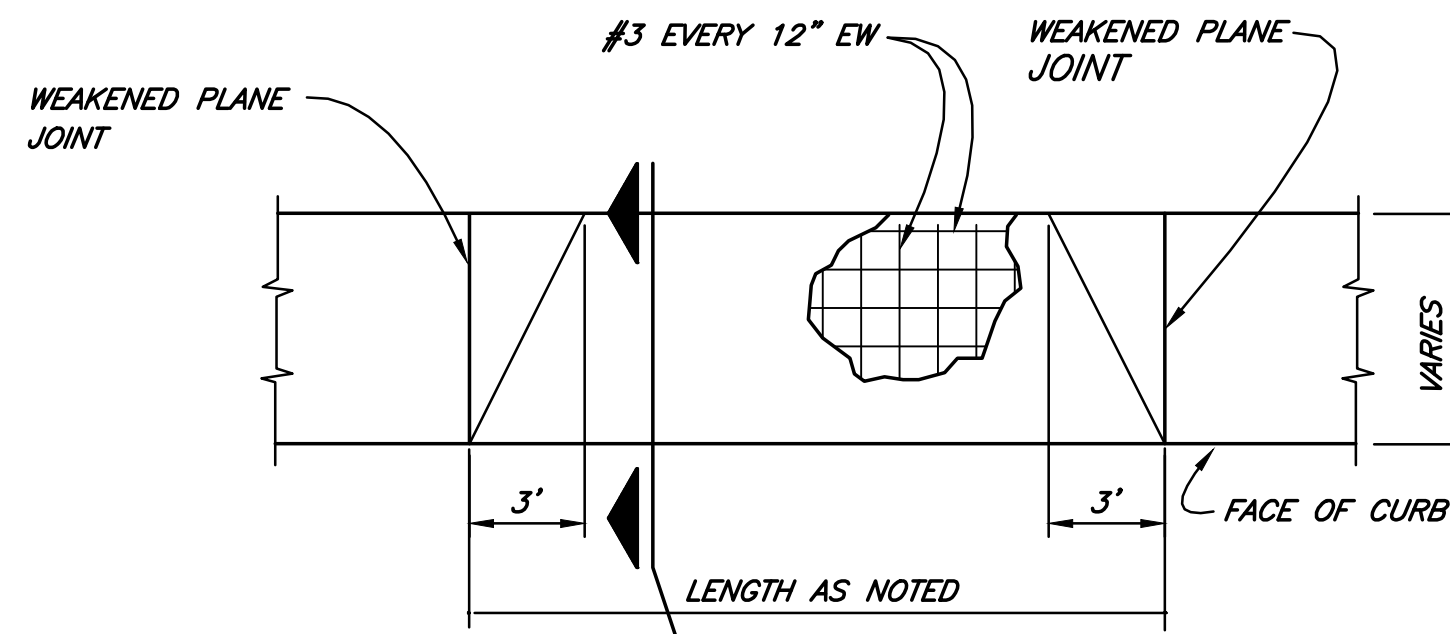
NOTES:

1. TO BE USED WITHIN NORTH STATE STREET
RIGHT-OF-WAY. SEE DETAIL 23 FOR CITY OF UKIAH
WATER LINE TRENCH DETAIL WHICH MAY BE USED
ELSEWHERE.
2. 2 SACK SAND SLURRY SHALL NOT EXCEED 350 PSI
@ 28 DAY COMPRESSIVE STRENGTH.

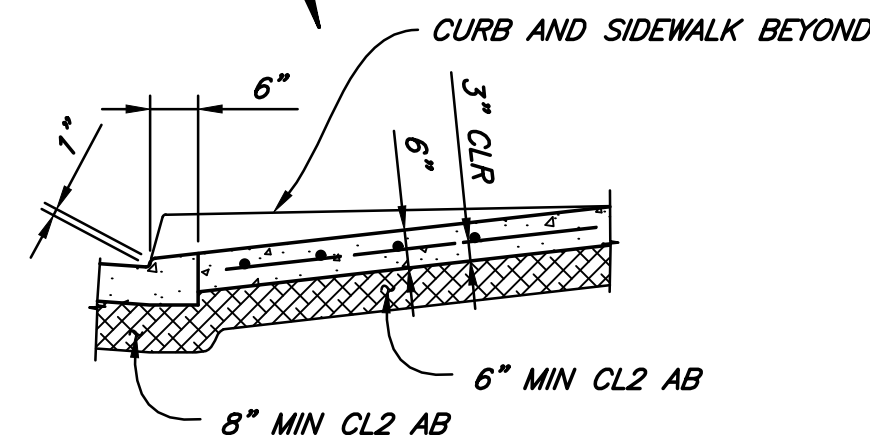


SECTION A
NTS

(BRUSH ST DRIVEWAY SECTION)



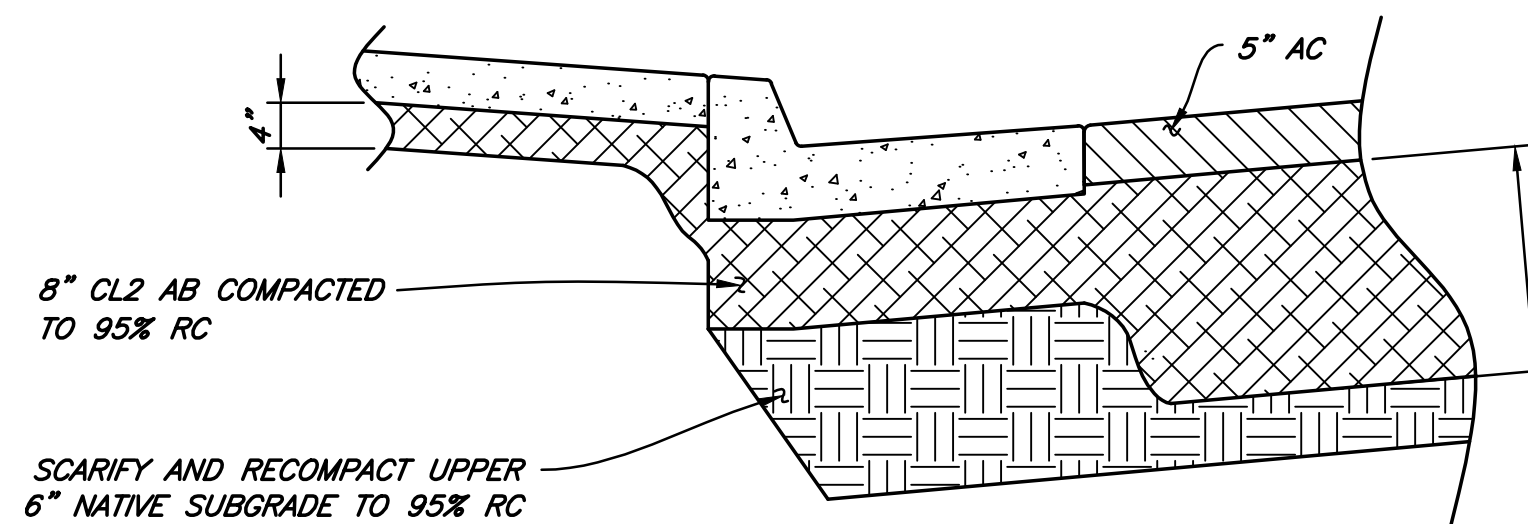
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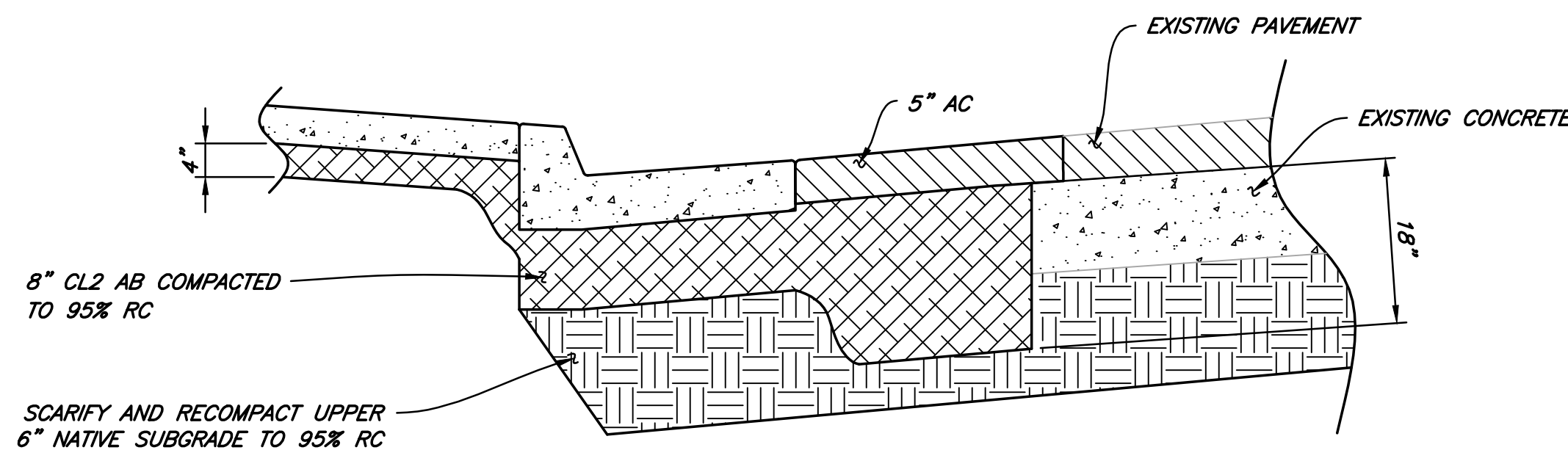
SECTION

DETAIL 13
NTS

(COMMERCIAL DRIVEWAY)



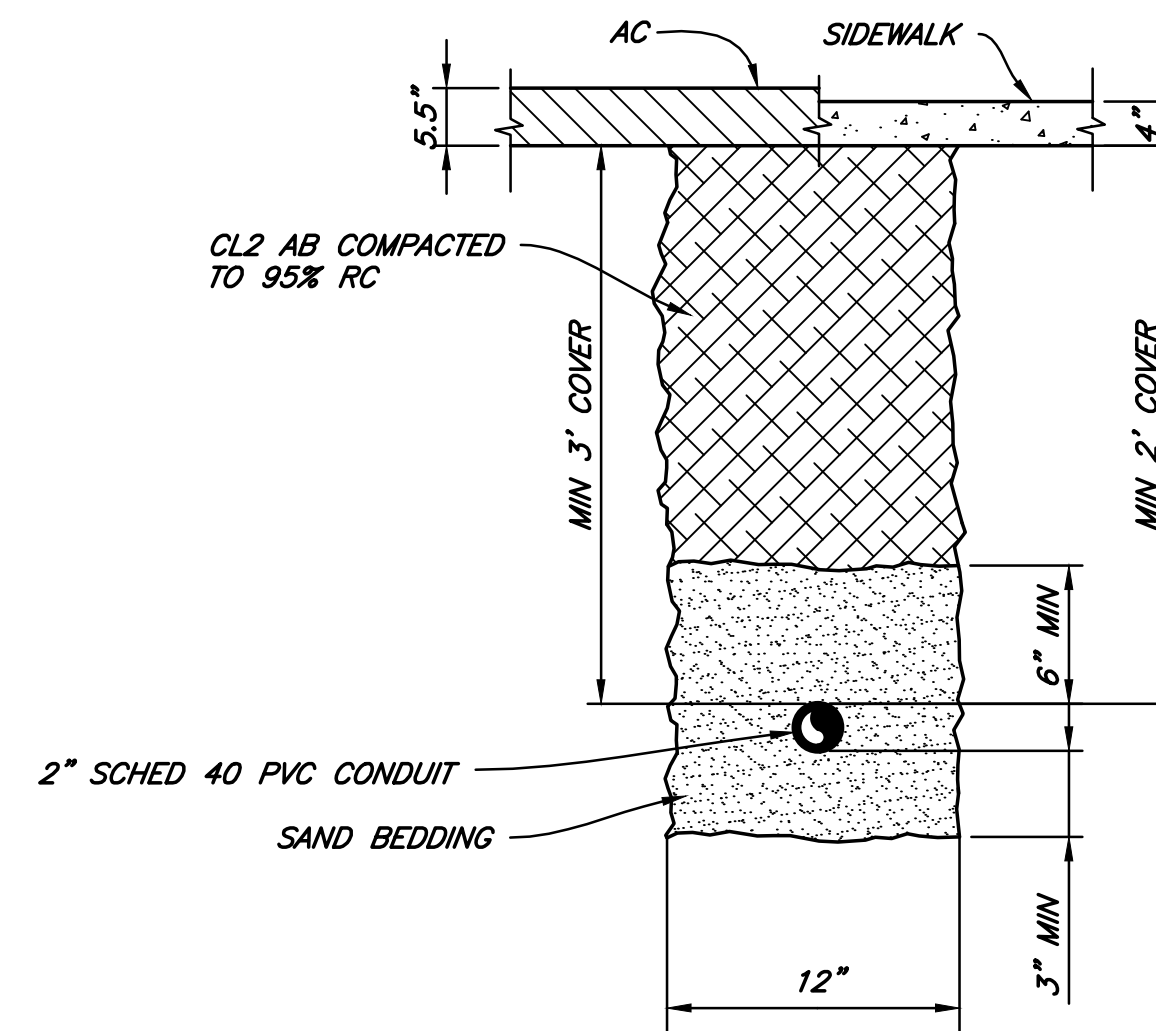
CASE A



CASE B

DETAIL 15
NTS

(N STATE ST PAVEMENT)

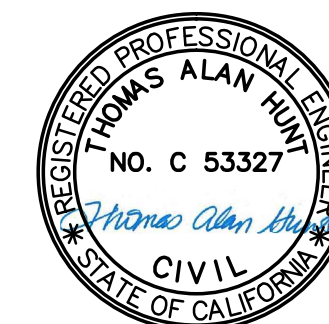


DETAIL 14
NTS

(ELECTRICAL CONDUIT TRENCH)

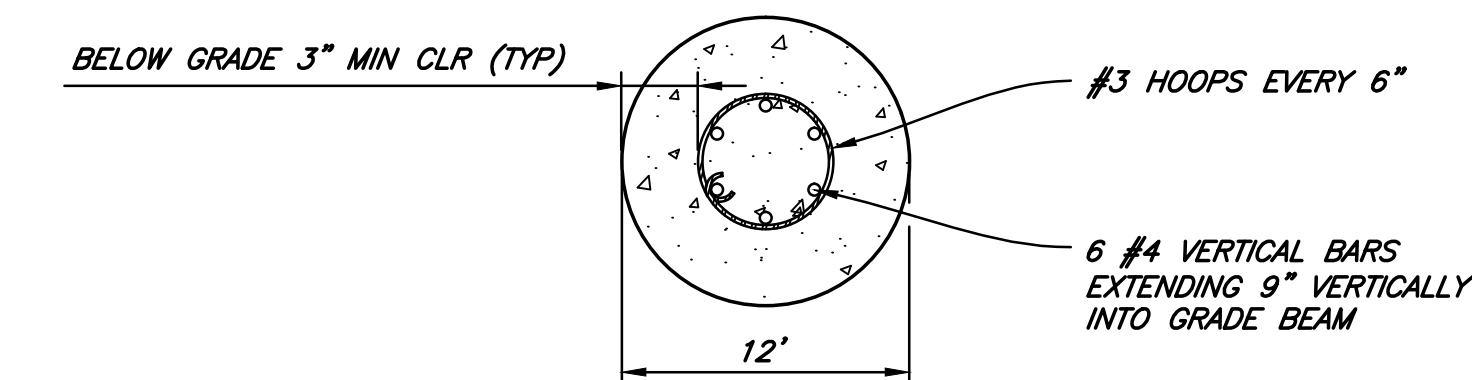
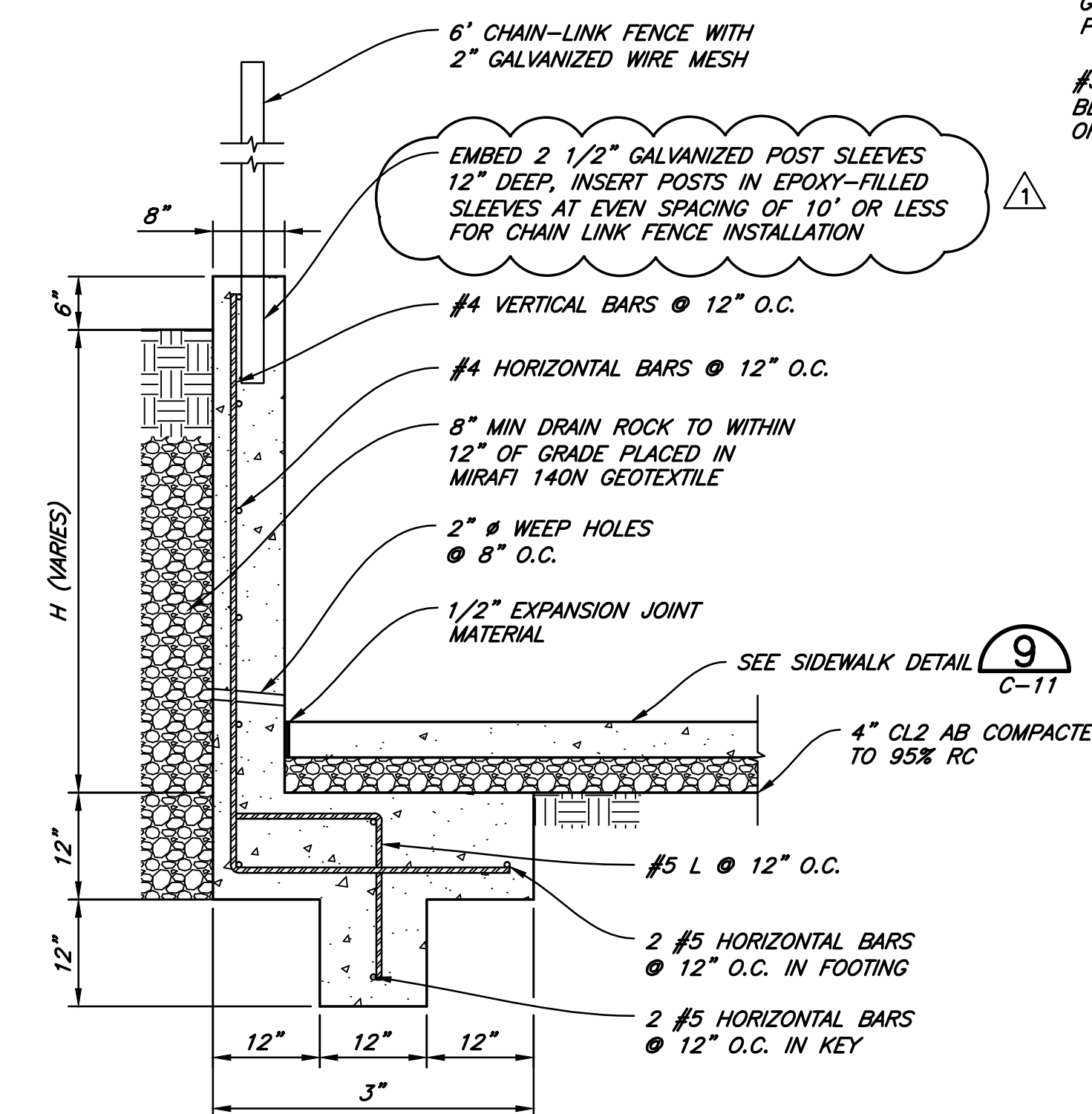
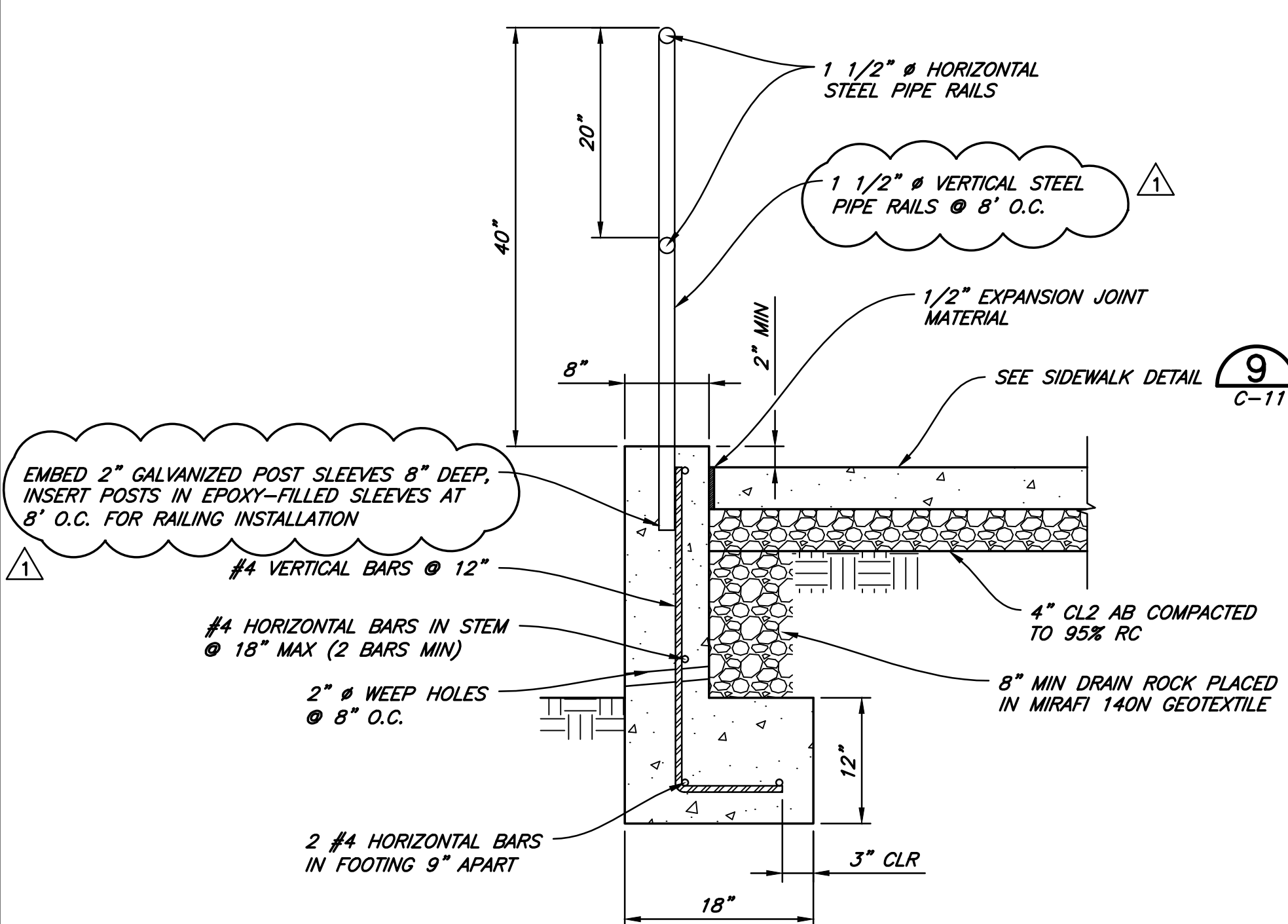
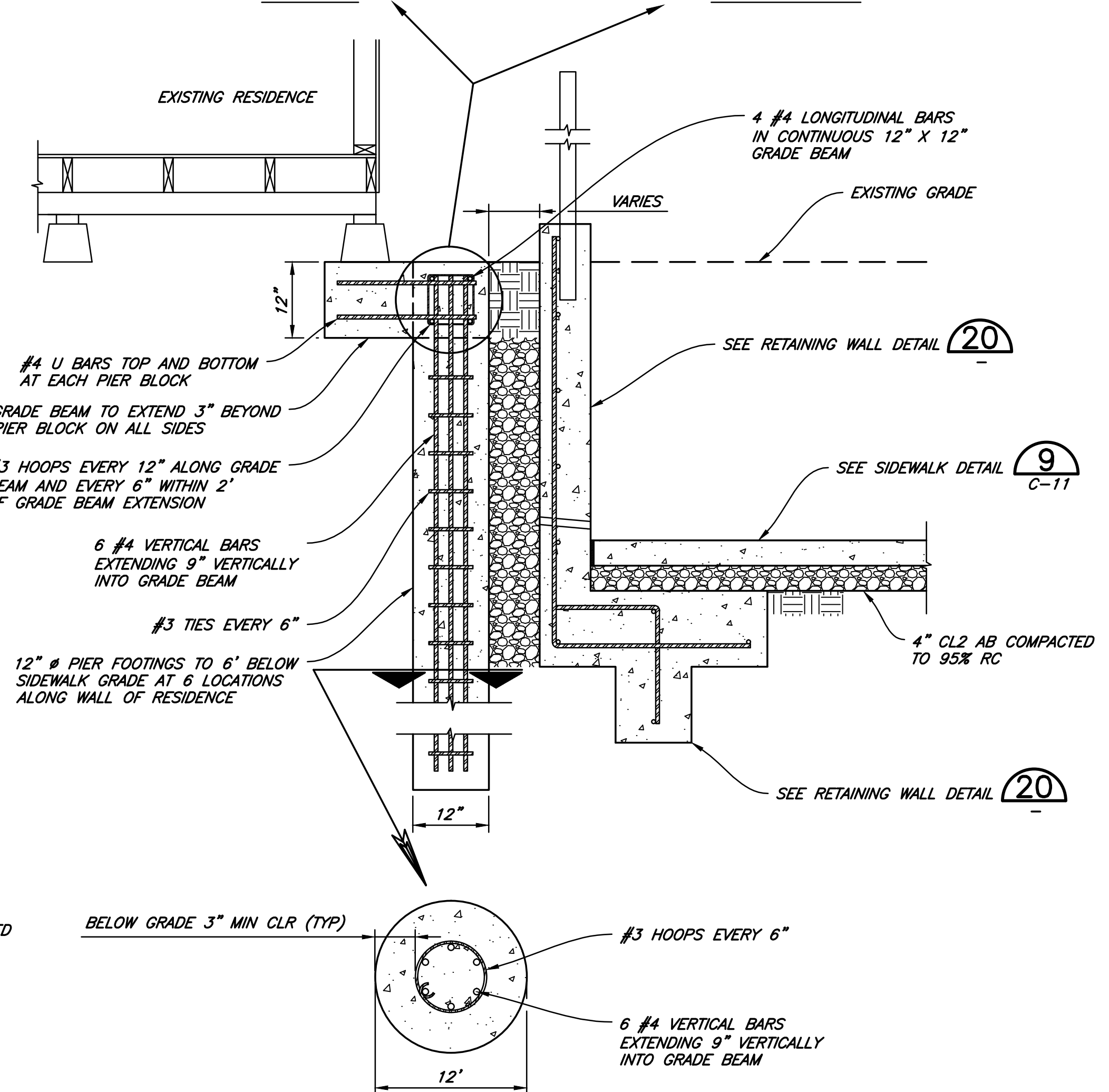
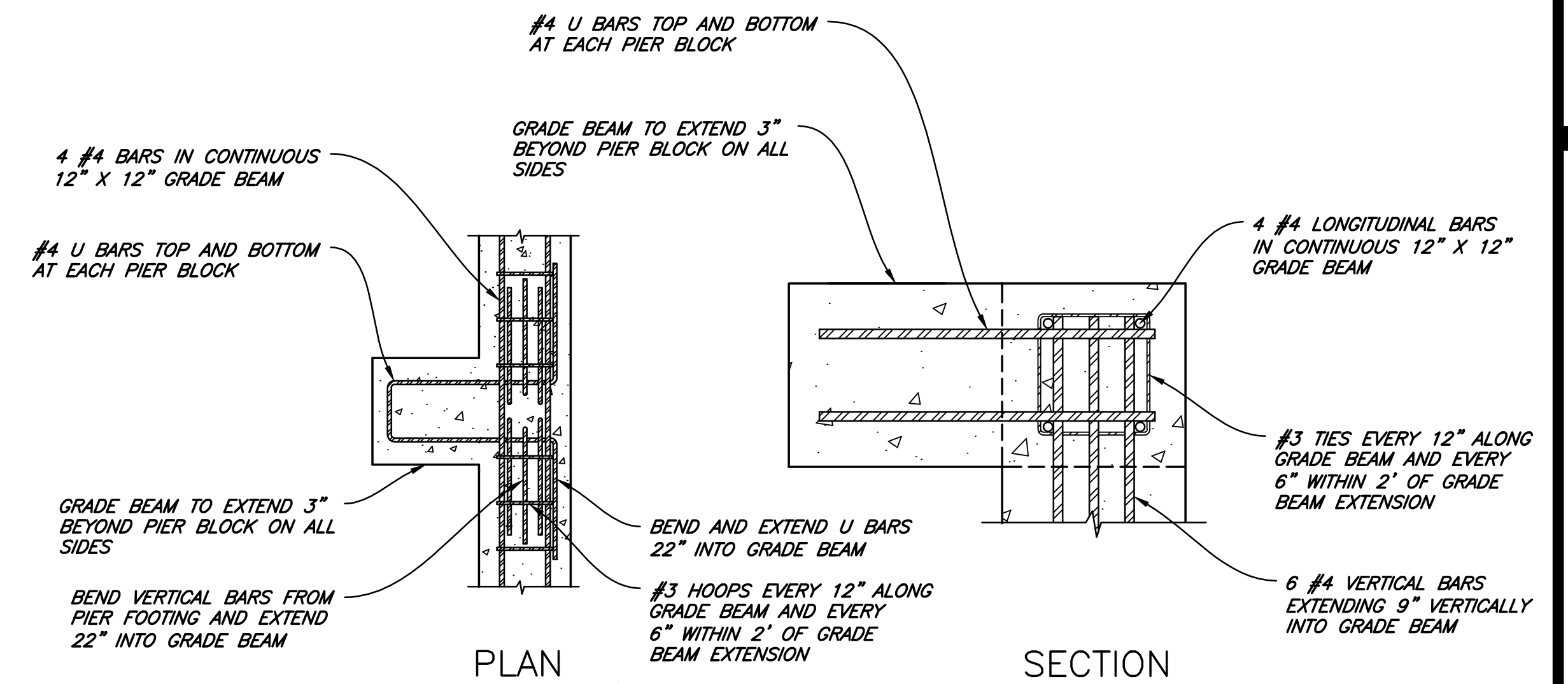
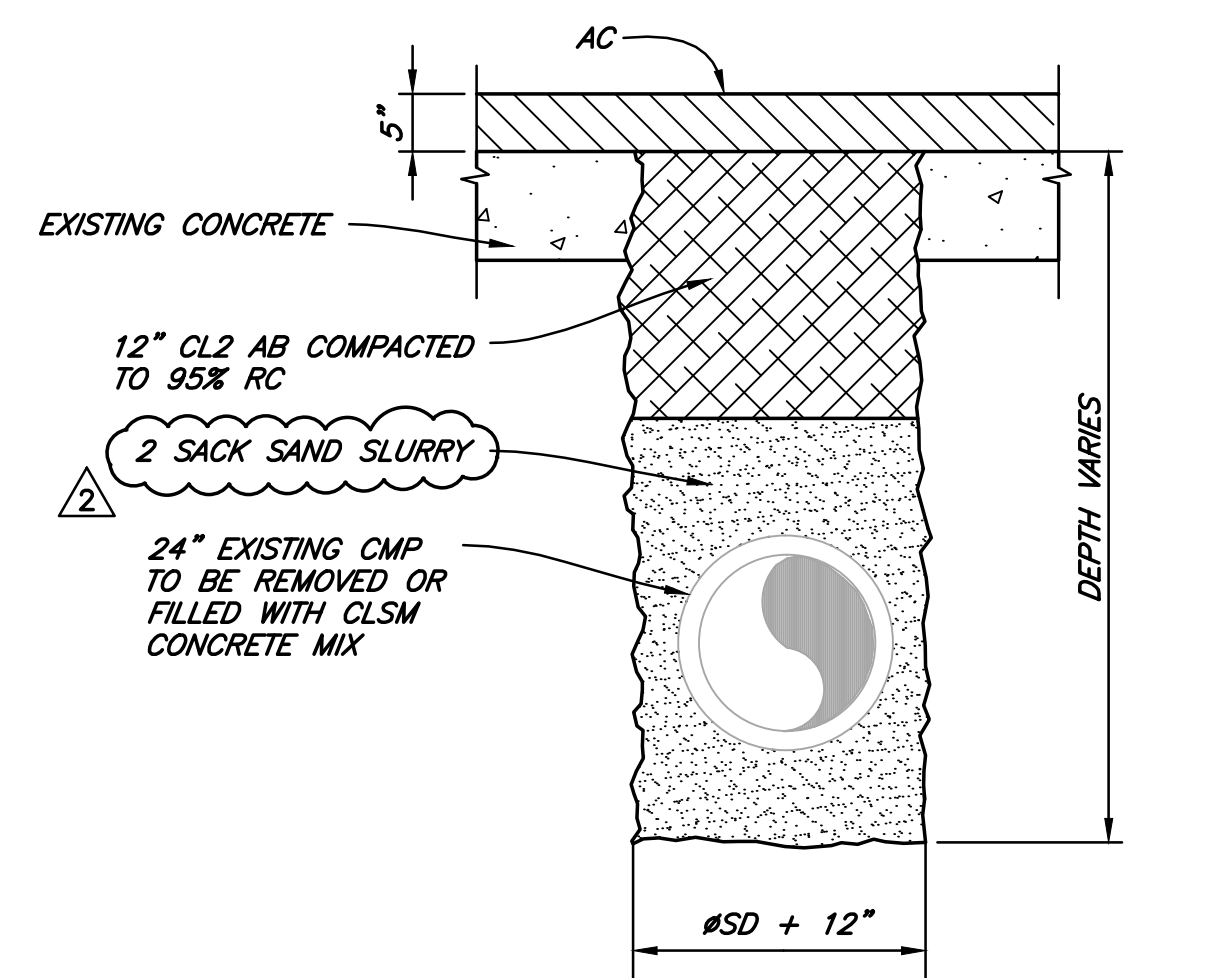
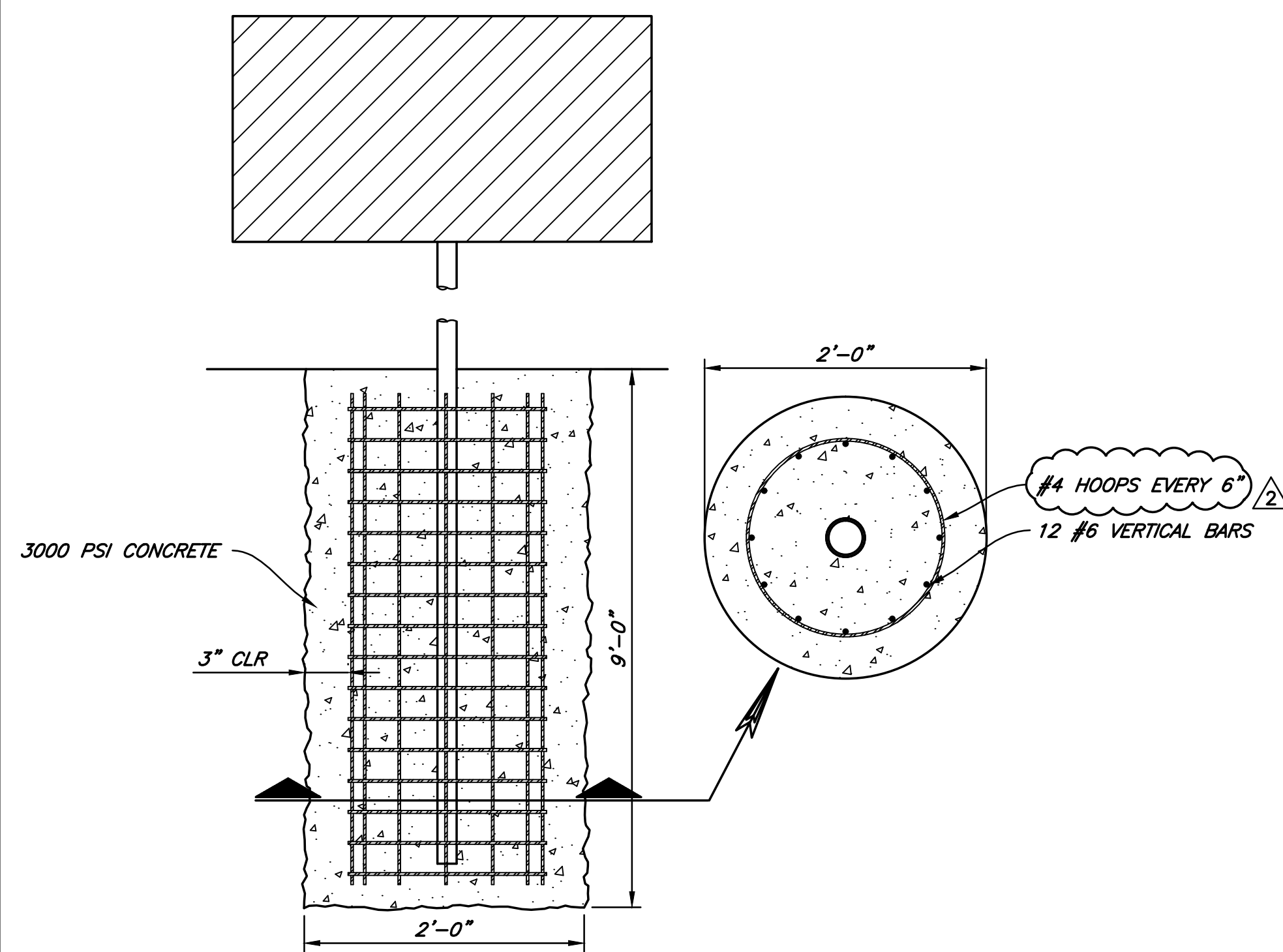
NOTE:

TYPICAL PULL BOXES SIZES:
15"x25", 18"x27", 22"x35"
SEE NOTES ON SHEET C-1 AND SHEET C-17
REGARDING THE ELECTRICAL SYSTEM FOR THE
TRAFFIC SIGNALS.



SPECIFICATION NO. 17-02

VERIFY SCALES		BAG IS ONE INCH ON ORIGINAL DRAWING		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
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335 S. MAIN ST.		WILLITS, CA. 95490			
TAH		BY			
DETAIL 12 ADDED		REVISION			
01/31/2017		DATE			
2		NO.			
DSGN	TAH	DR	SRH	CHK	JGI
APVD					
CITY OF UKIAH					
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH					
ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS					
DETAILS					
SHEET					
C-12					
SEQ					
15					
DATE					
02/2017					
PROJ. NO.					
416056					



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VERIFY SCALES

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**CONSULTING ENGINEERS
& GEOLOGISTS, INC.**

335 S. MAIN ST.
WILLITS, CA. 95490

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707-459-4518



02/09/2017	DETAILS 17, 18 EDITED	TAH
11/21/2016	DETAILS 19, 20 EDITED	TAH
DATE	REVISION	BY

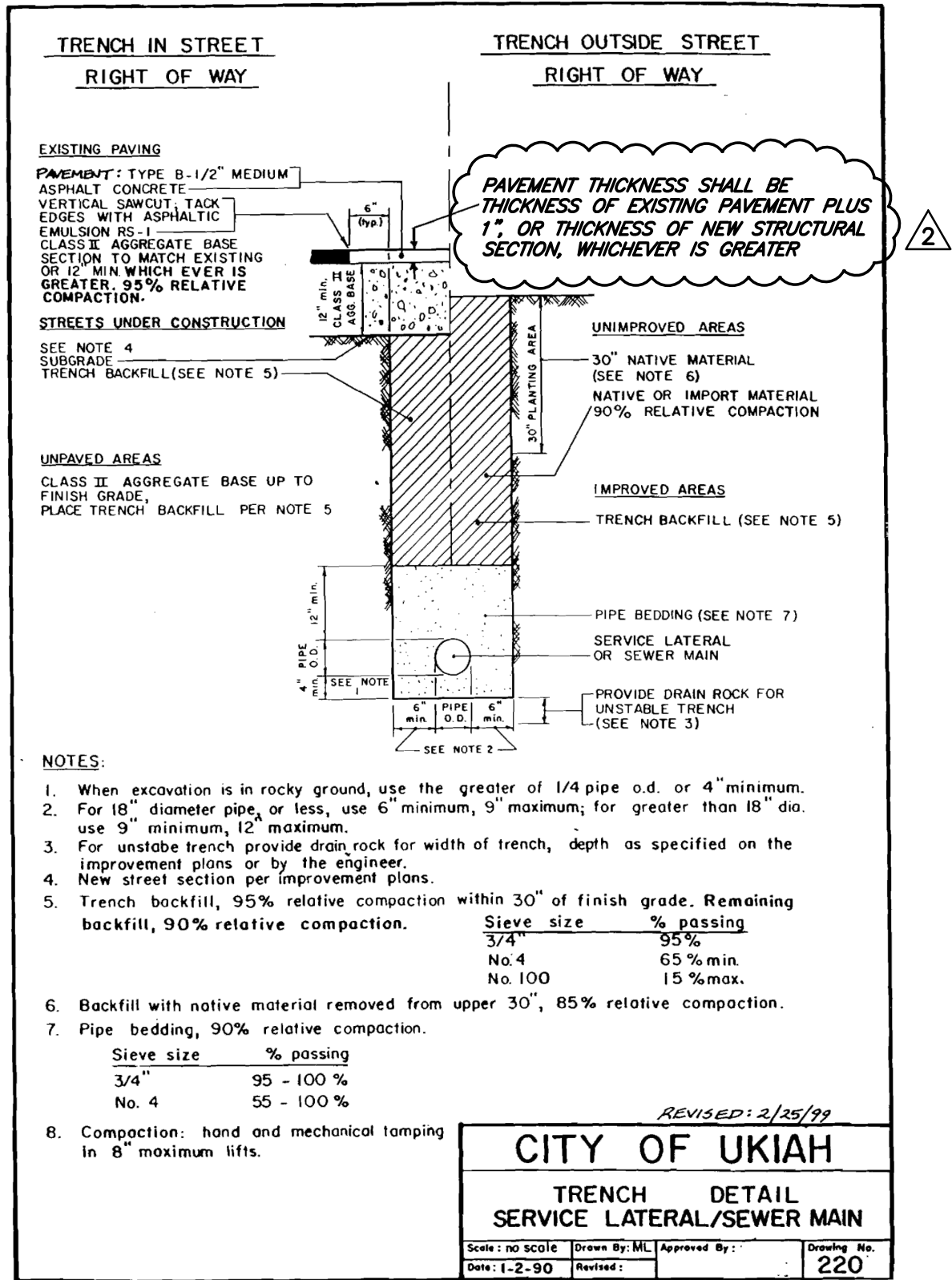
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DR	SRH	1	
CHK	JGI		
APVD			

DETAILS

SHEET
C-13
SEQ 16
DATE 02/2017
PROJ. NO.
416056

SPECIFICATION NO. 17-02

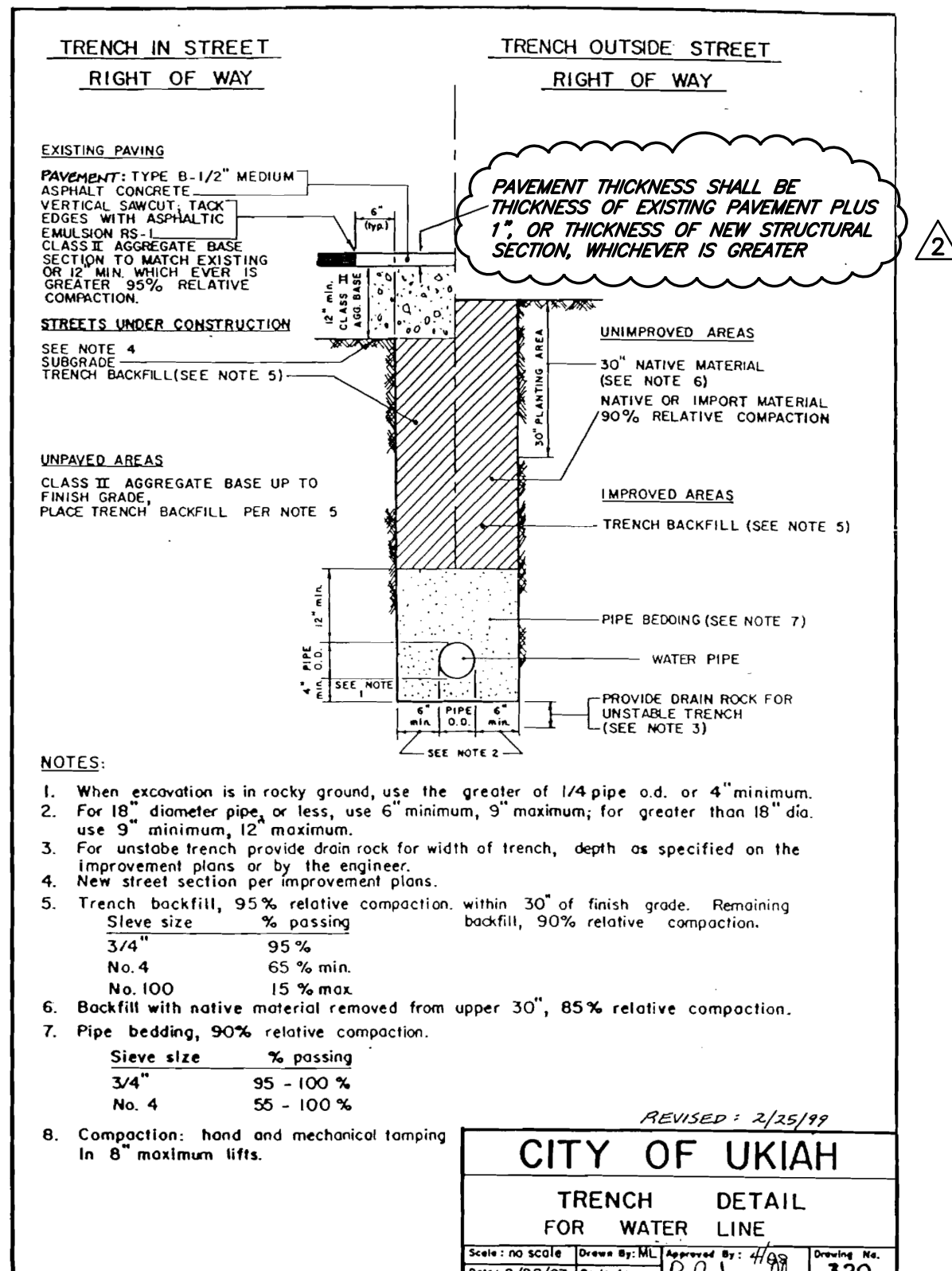
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DETAIL 22

NTS

(SEWER LATERAL TRENCH)



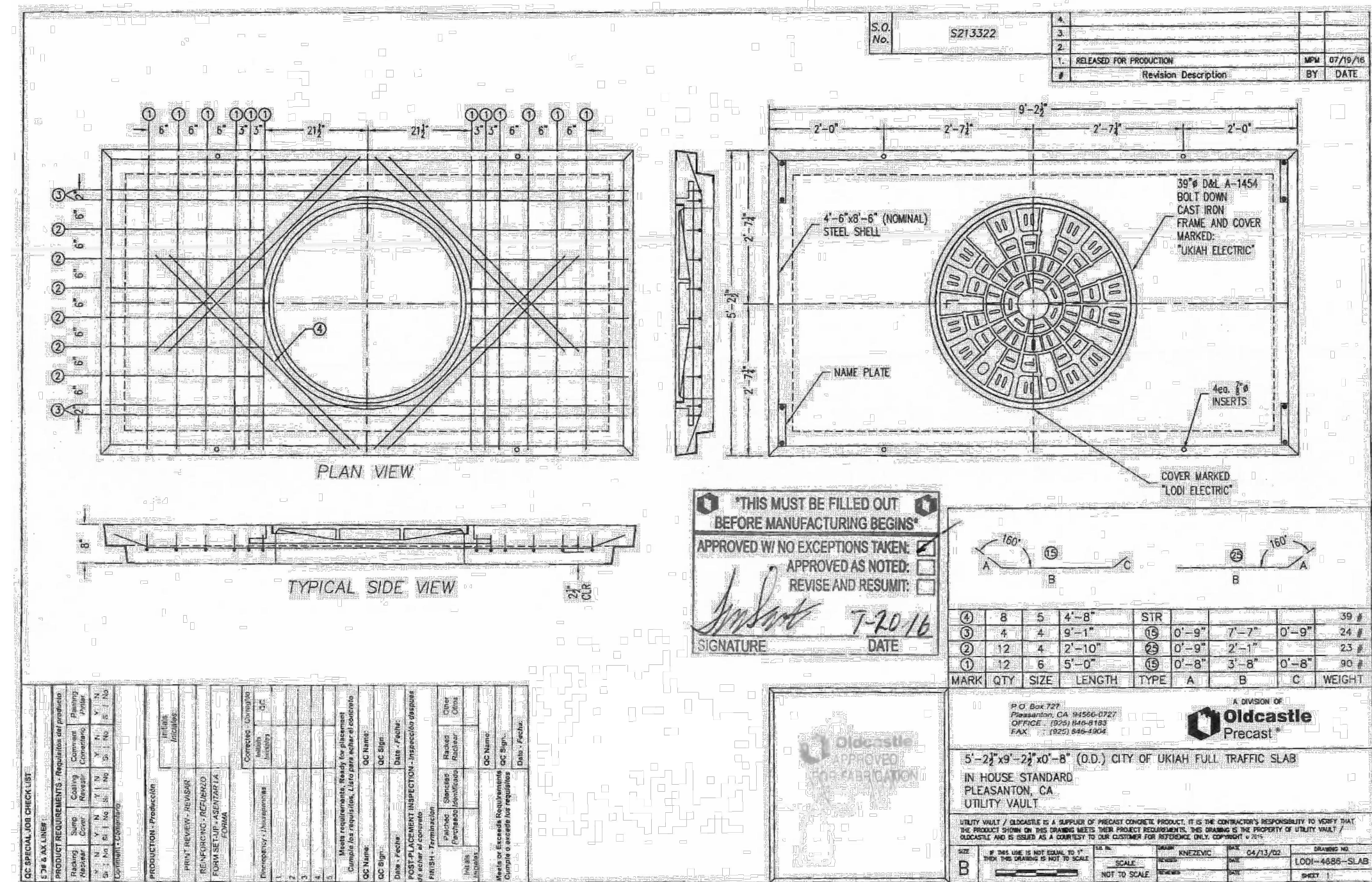
DETAIL 23

NTS

(WATER LINE TRENCH)

NOTE:

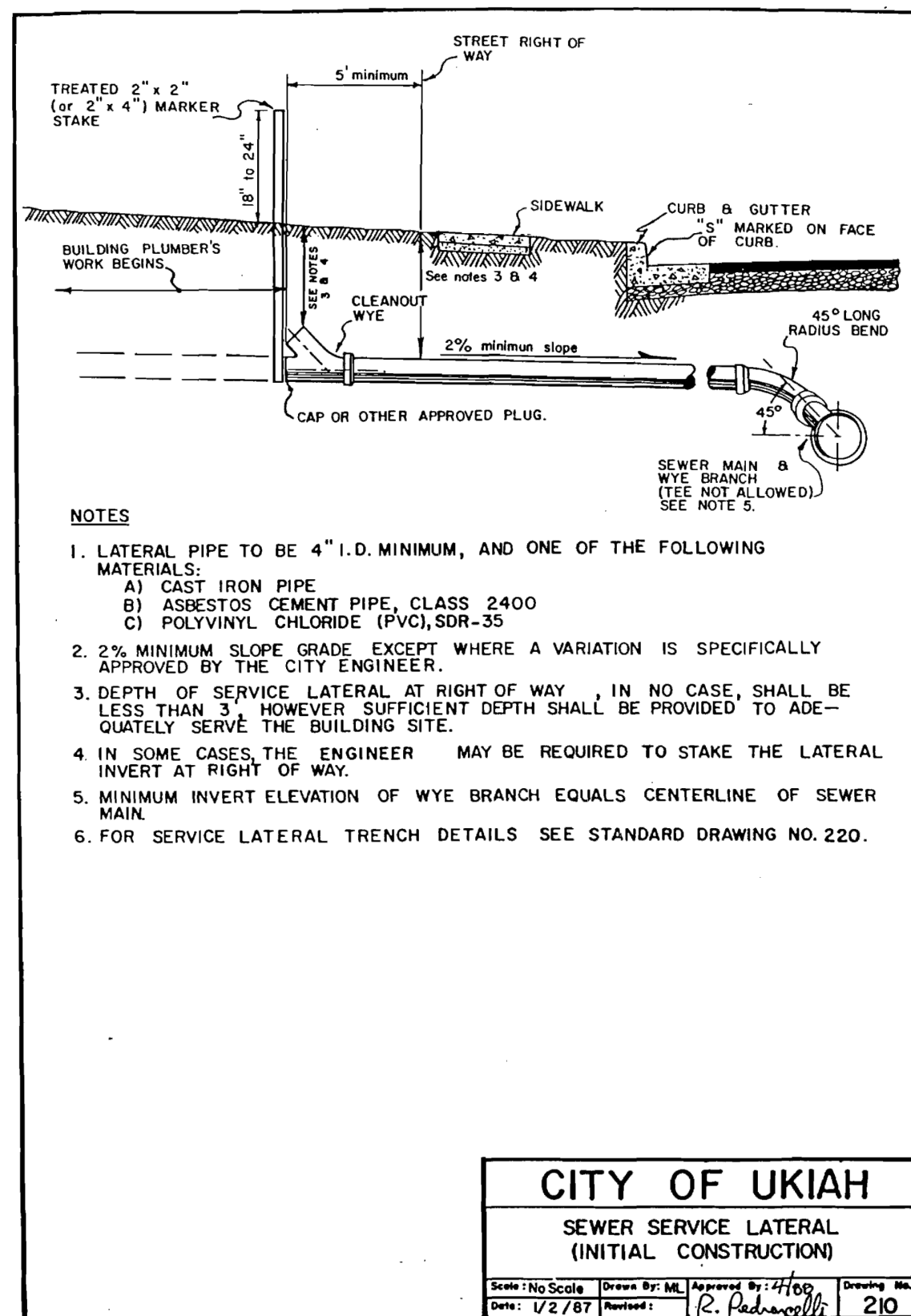
SEE DETAIL 12 FOR TRENCH TO BE USED WITHIN NORTH STATE STREET RIGHT-OF-WAY.



DETAIL 24

NTS

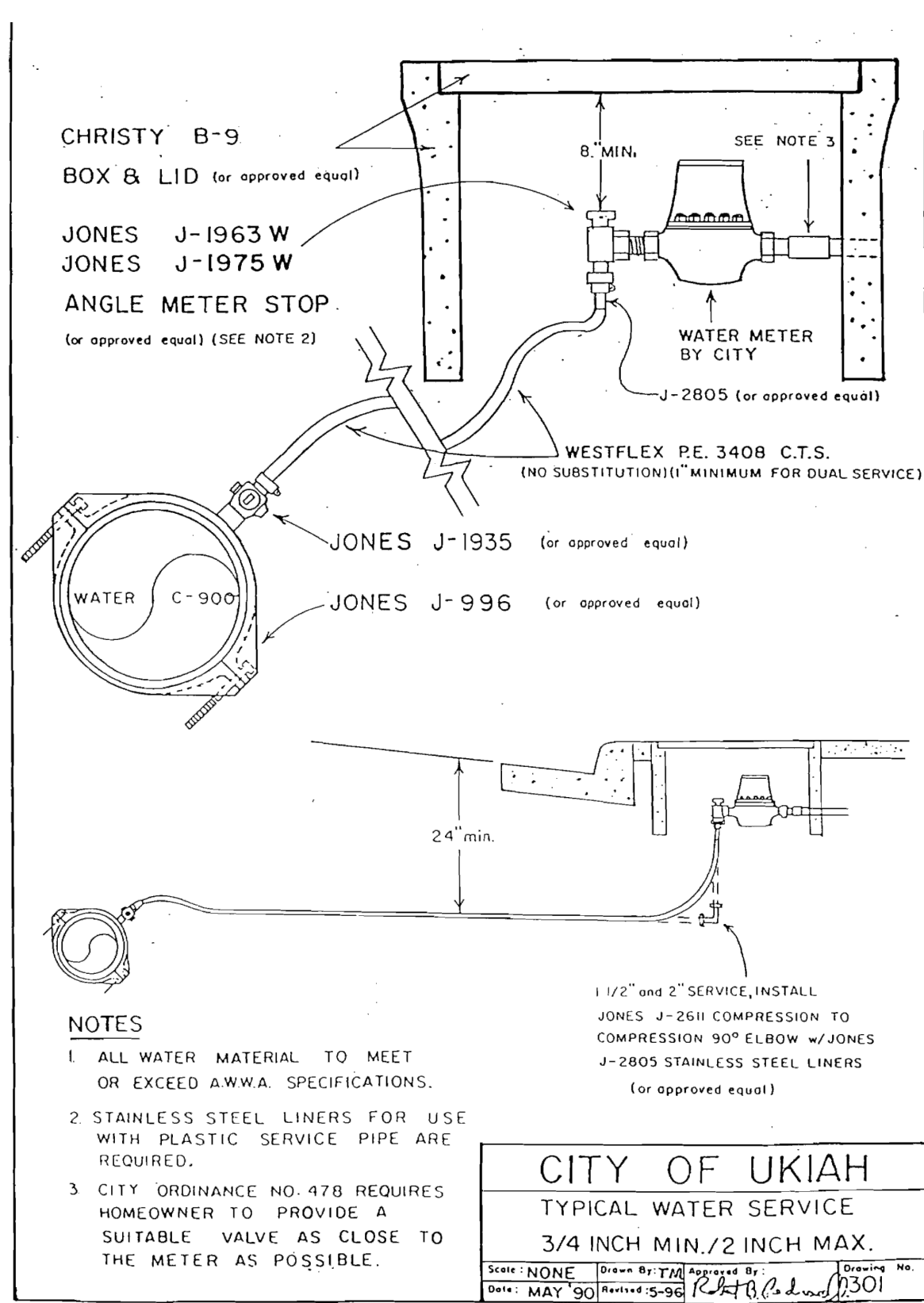
(UTILITY VAULT LID)



DETAIL 25

NTS

(SEWER LATERAL)



DETAIL 26

NTS

(WATER LATERAL)



VERIFY SCALES
BAG IS ONE INCH ON ORIGINAL DRAWING
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WILLITS, CA 95490
WWW.SHN-ENGR.COM
707-459-4518

TAH
DATE: 01/31/2017
REVISION: 24,25,26 ADDED
BY: TAH

TAH
DR: SRH
CHK: JGI
APVD:

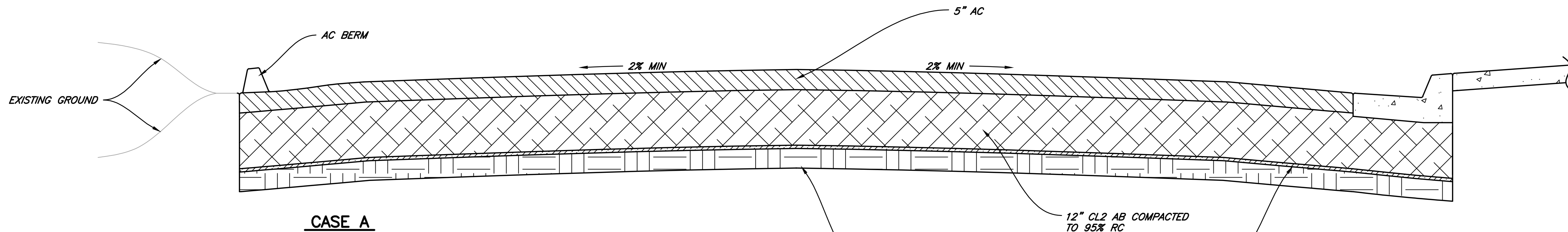
CITY OF UKIAH
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

DETAILS

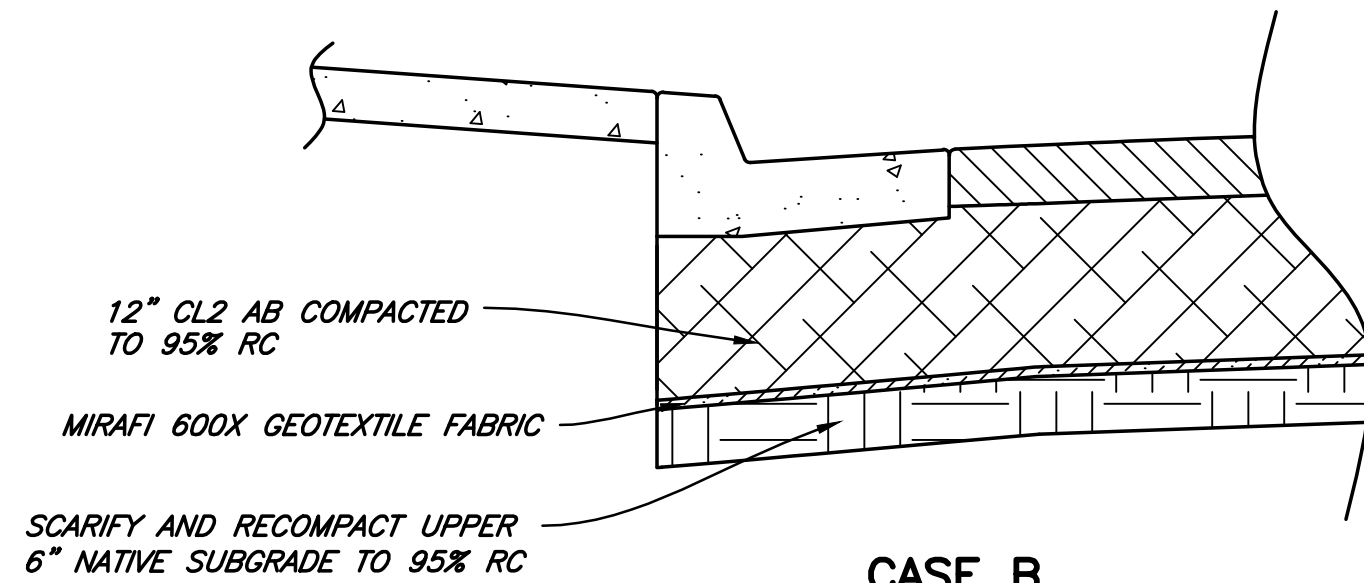
SHEET C-14
SEQ 17
DATE 02/2017
PROJ. NO. 416056

SPECIFICATION NO. 17-02

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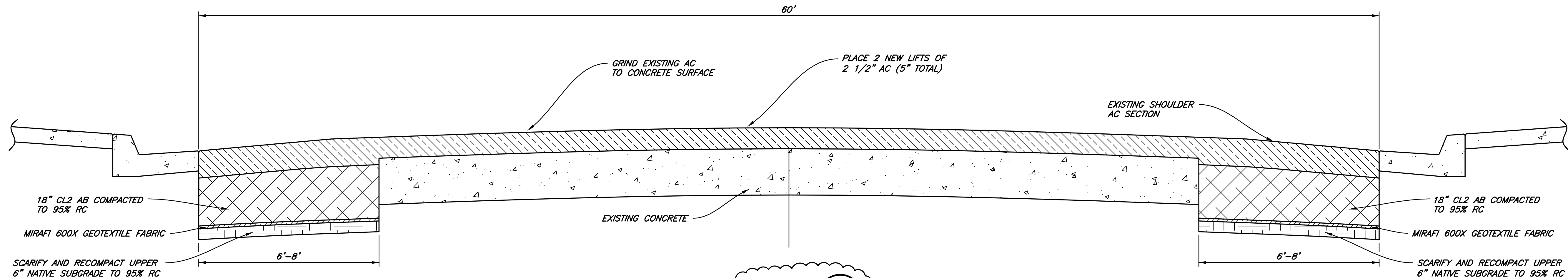


CASE A

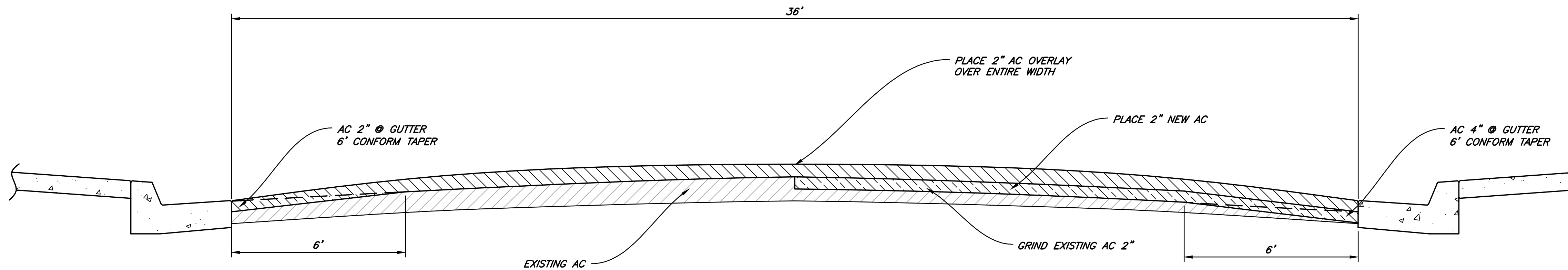


CASE B

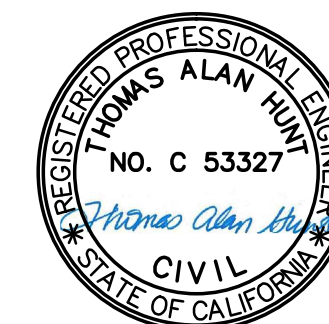
DETAIL 27
(BRUSH STREET PAVEMENT)



DETAIL 28
(NORTH STATE STREET PAVEMENT)



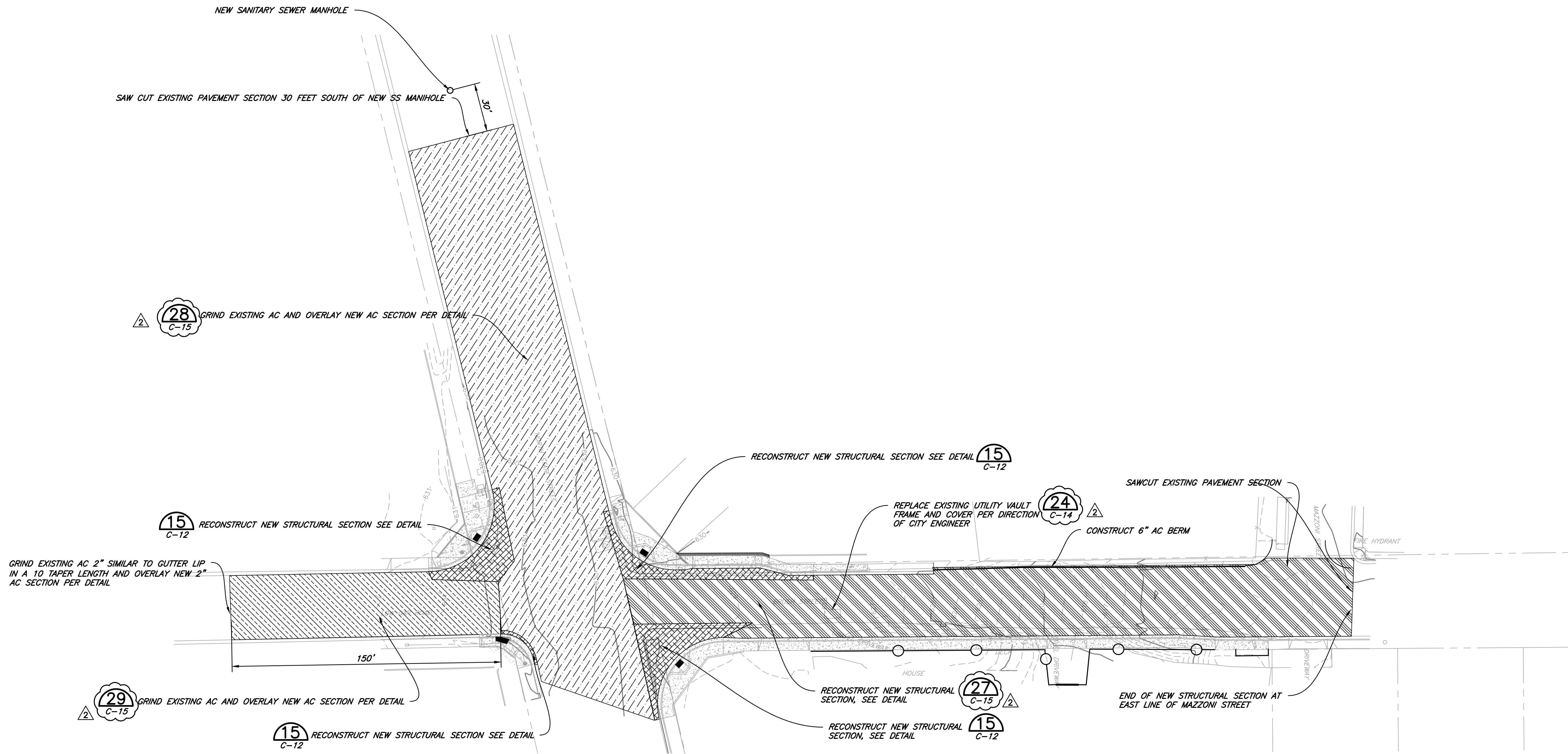
DETAIL 29
(LOW GAP ROAD PAVEMENT)



SPECIFICATION NO. 17-02

VERIFY SCALES		BAG IS ONE INCH ON ORIGINAL DRAWING		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC.					
WWW.SHN-ENGR.COM					
335 S. MAIN ST.					
WILLITS, CA. 95490					
707-459-4518					
TAH					
BY					
REVISION					
DATE					
01/31/2017					
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NO.					
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APVD					
CHK					
JGI					
SRH					
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DSGN					
TAH					
CITY OF UKIAH					
NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS					
DETAILS					
SHEET					
C-15					
SEQ					
18					
DATE					
02/2017					
PROJ. NO.					
416056					

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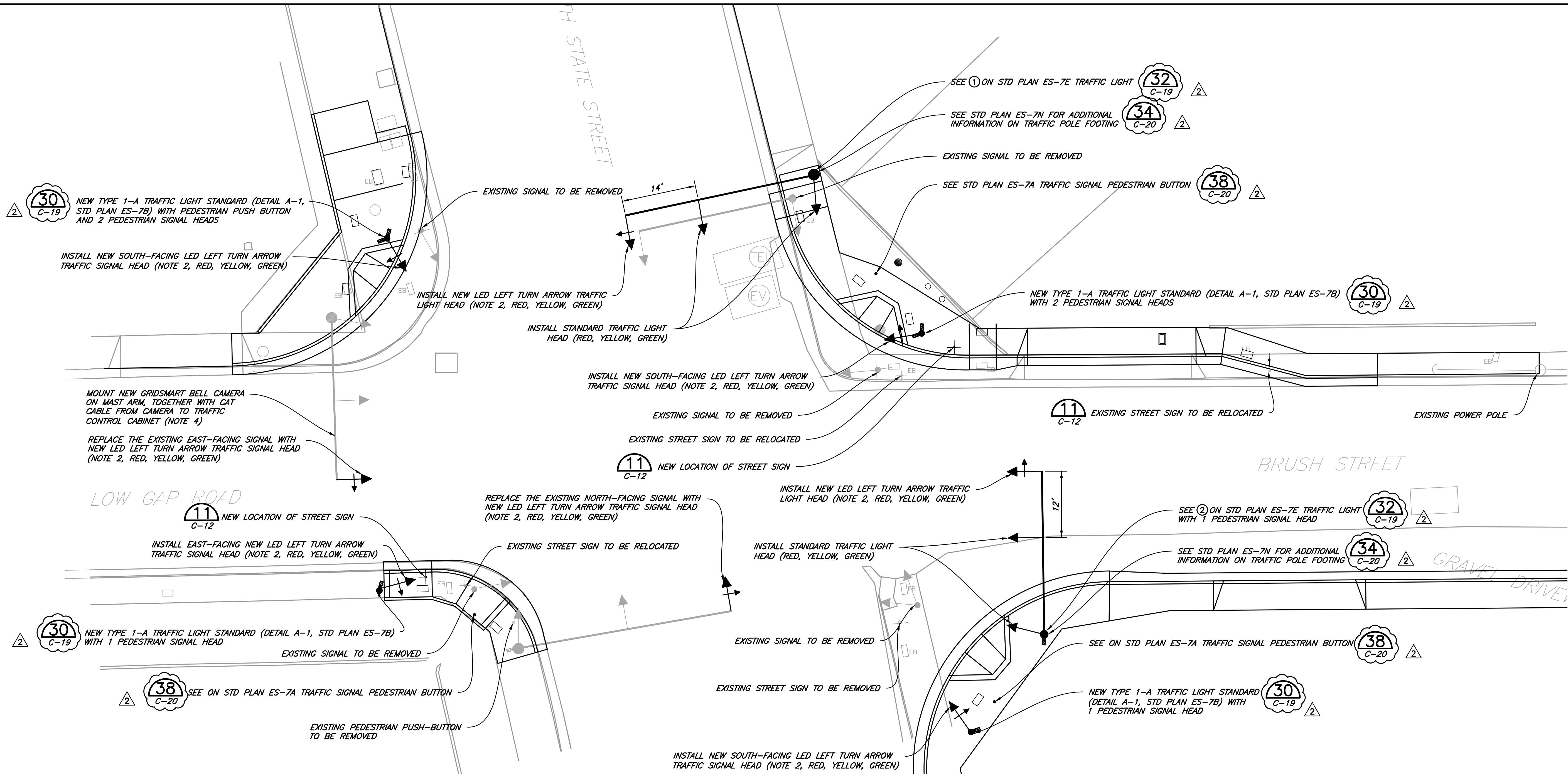
PLAN
1"=30'



SPECIFICATION NO. 17-02

VERIFY SCALES BAG IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA. 95490		TAH		BY	
DSGN		TAH		NO.		REVISION	
DR		TAH		DATE		DETAIL #s	
CHK		JGI		NO.		REVISION	
APVD		JGI		DATE		DETAIL #s	
CITY OF UKIAH		NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		01/31/2017		2	
SHEET		C-16		NO. C 53327		CIVIL	
SEQ		19		DATE		02/2017	
PROJ. NO.		416056		END OF NEW STRUCTURAL SECTION AT EAST LINE OF MAZZONI STREET		END OF NEW STRUCTURAL SECTION AT EAST LINE OF MAZZONI STREET	

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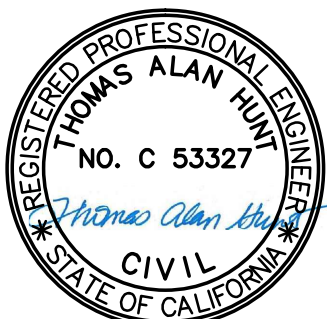
NOTES:

- THE CONTRACTOR SHALL PROVIDE AND INSTALL INTEGRATED LED TRAFFIC SIGNAL LEFT TURN ARROW MODULES ON THE MAST ARMS OVER NORTH STATE STREET, ON THE POLE AT THE NORTHWEST CORNER, NORTHEAST CORNER, THE SOUTHWEST CORNER, AND THE SOUTHWEST CORNER. THE EXISTING LIGHT MODULES BEING REPLACED SHALL BE REMAIN THE PROPERTY OF THE CITY OF UKIAH.
- THE LEFT TURN ARROW MODULE SHALL BE MODEL NO. TPT-30BB-3110CL PER THE CONFIGURATION CHART FOR "DIALIGHT" INTEGRATED TRAFFIC SIGNAL HEAD CONFIGURATION CHART UNLESS OTHERWISE DIRECTED BY THE CITY OF UKIAH ENGINEER OR APPROVED EQUAL.
- NEW TRAFFIC SIGNAL WIRING SHALL BE INSTALL IN EXISTING CONDUITS WHEN POSSIBLE, OR IN NEW CONDUIT PER THE DETAIL PROVIDED HEREIN, AND JUNCTIONS SHALL BE POSITIONED IN NEW PULL BOXES AS SHOWN OR AS OTHERWISE NEEDED.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A GRIDSMART BELL CAMERA, MOUNTED ON THE LOW GAP ROAD MAST ARM AS SHOWN OR AS DETERMINED BY THE SIGNAL CONTRACTOR IF A BETTER LOCATION IS DESIRED. THE CAMERA SHALL BE CONNECTED TO THE TRAFFIC CABINET VIA A CAT CABLE AS SPECIFIED BY THE MANUFACTURER. THE CONTRACTOR SHALL ALSO PROVIDE AND INSTALL A GS2 PROCESSOR AND FLEXIBLE GRIDSMART CLIENT SOFTWARE. THE CONTRACTOR TEST THE SYSTEM AFTER INSTALLATION TO VERIFY PROPER OPERATION.
- THE EXISTING SIGNAL POLE AND MAST ARM AT THE NORTHEAST CORNER IS TO BE REPLACED WITH A NEW SIGNAL POLE 24-3-100 PER STANDARD PLAN ES-7E AS SHOWN IN DETAIL 29 ON SHEET C-19. THE EXISTING SIGNAL MODULES MAYBE REUSED ON THE NEW SIGNAL POLE OR NEW LED MODULES SHALL BE PROVIDED AND INSTALLED.
- THE EXISTING SIGNAL POLE AND MAST ARM AT THE SOUTHWEST CORNER IS TO BE REPLACED WITH A NEW SIGNAL POLE 19-3-100 PER STANDARD PLAN ES-7E AS SHOWN IN DETAIL 29 ON SHEET C-19. THE EXISTING SIGNAL MODULES MAYBE REUSED ON THE NEW SIGNAL POLE OR NEW LED MODULES SHALL BE PROVIDED AND INSTALLED.
- STREET LIGHTS MOUNTED ON TRAFFIC SIGNAL POLES SHALL BE MANUFACTURED BY "COOPER", LED COBRA HEAD, PART NO. OVFE05LEDEUT3AP4N7.
- THE EXISTING STREET SIGNS MOUNTED ON THE MAST ARM OF THE SIGNAL POLE TO BE REPLACED SHALL BE REMOUNTED ON THE MAST ARM OF THE NEW SIGNAL POLE.
- THE CONTRACTOR SHALL USE EXTREME CAUTION WHILE CONSTRUCTING NEW FOOTINGS FOR THE SIGNAL POLES AS EXISTING UTILITIES ARE VERY CLOSE TO THE NEW FOOTING EXCAVATION.
- THE EXISTING FOOTING FOR THE SIGNAL POLE WITH MAST ARM AT THE NORTHEAST CURB RETURN MAY REMAIN IN PLACE, BUT THE ANCHOR BOLTS AND EXISTING SLAB SHALL BE REMOVED TO A DEPTH OF 4 TO 6 INCHES BELOW GRADE AND NEW CONCRETE SIDEWALK SLAB SHALL BE REINSTALLED OVER THE EXISTING REMAINING EXISTING FOOTING.
- THE EXISTING RAIN WATER LEADER UNDER THE SIDEWALK IN THE LOCATION OF THE NEW SIGNAL POLE FOOTING ON THE NORTHEAST CORNER SHALL BE REALIGNED UNDER THE SIDEWALK AND TROUGH THE CURB AS NEEDED TO THE SOUTH OF THE NEW FOOTING.
- THE FOOTINGS FOR THE SIGNAL POLES TO BE RELOCATED SHALL BE REMOVED AND BACKFILLED WITH COMPACTED STRUCTURAL BACKFILL.
- THE CONTRACTOR SHALL PERFORM A FIELD VERIFICATION OF THE EXISTING TRAFFIC SIGNAL EQUIPMENT AND PREPARE A SCHEMATIC SUBMITTAL OF THE NEW TRAFFIC SIGNAL FACILITIES FOR REVIEW AND APPROVAL PRIOR TO ORDERING NEW EQUIPMENT.

PLAN
1"=10'

LEGEND

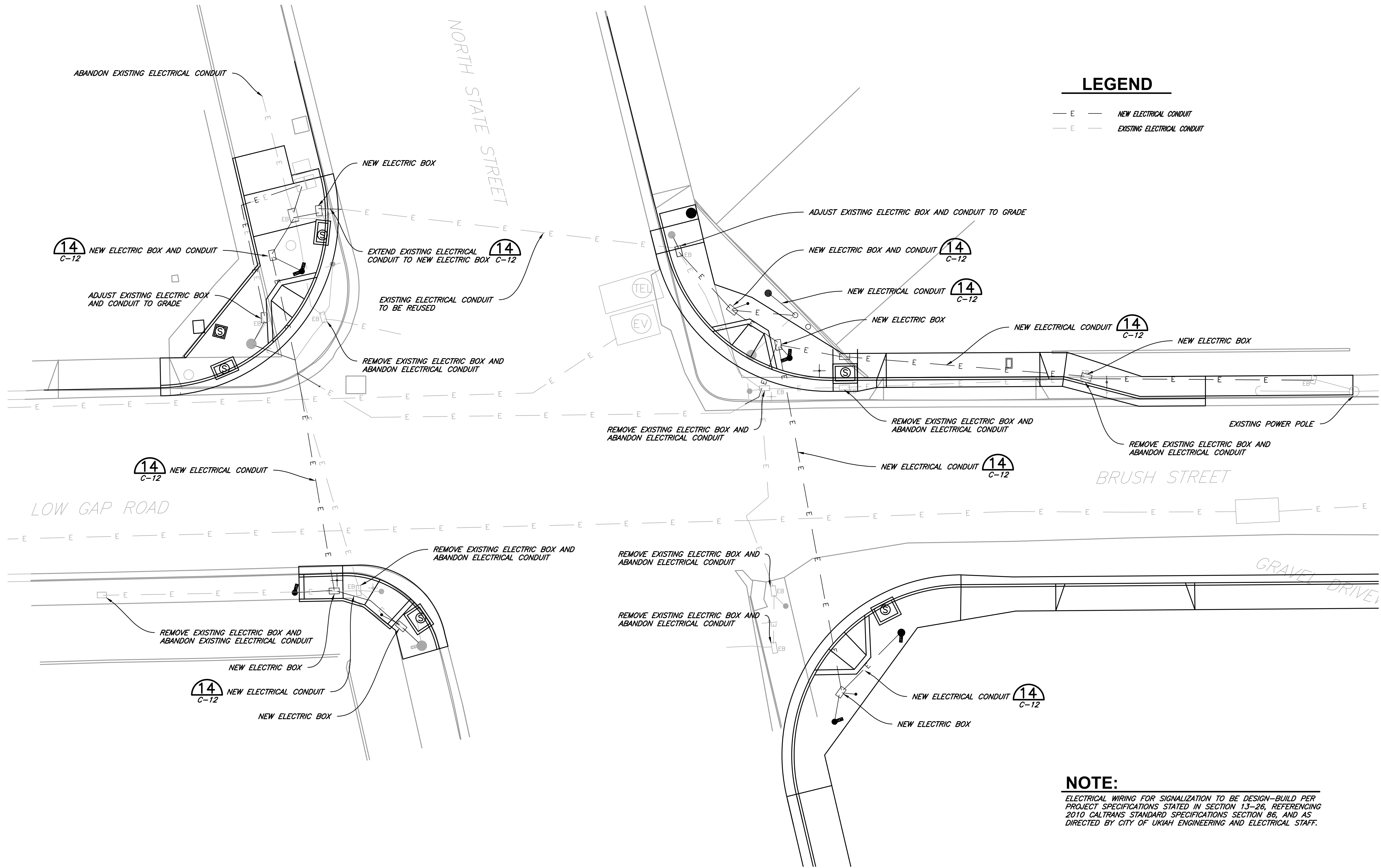
- NEW SOLID SIGNAL
- NEW LEFT ARROW SIGNAL
- EXISTING SOLID SIGNAL
- NEW PEDESTRIAN SIGNAL HEAD



SPECIFICATION NO. 17-02

VERIFY SCALES BASE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. 335 S. MAIN ST. WILLITS, CA. 95490 WWW.SHN-ENGR.COM 707-459-4518	
TAH	BY
NOTES & DETAIL #s	REVISION
01/31/2017	DATE
2	NO.
DSGN	TAH
DR	TAH
CHK	JGI
APVD	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
TRAFFIC SIGNALIZATION PLAN	
SHEET	C-17
SEQ	20
DATE	02/2017
PROJ. NO.	416056

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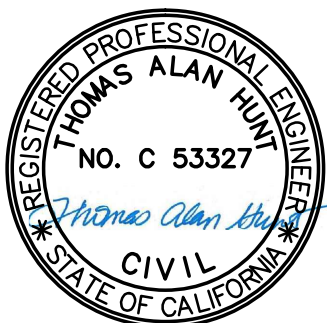
LEGEND

- E — NEW ELECTRICAL CONDUIT
- E — EXISTING ELECTRICAL CONDUIT

NOTE:

ELECTRICAL WIRING FOR SIGNALIZATION TO BE DESIGN-BUILD PER PROJECT SPECIFICATIONS STATED IN SECTION 13-26, REFERENCING 2010 CALTRANS STANDARD SPECIFICATIONS SECTION 86, AND AS DIRECTED BY CITY OF UKIAH ENGINEERING AND ELECTRICAL STAFF.

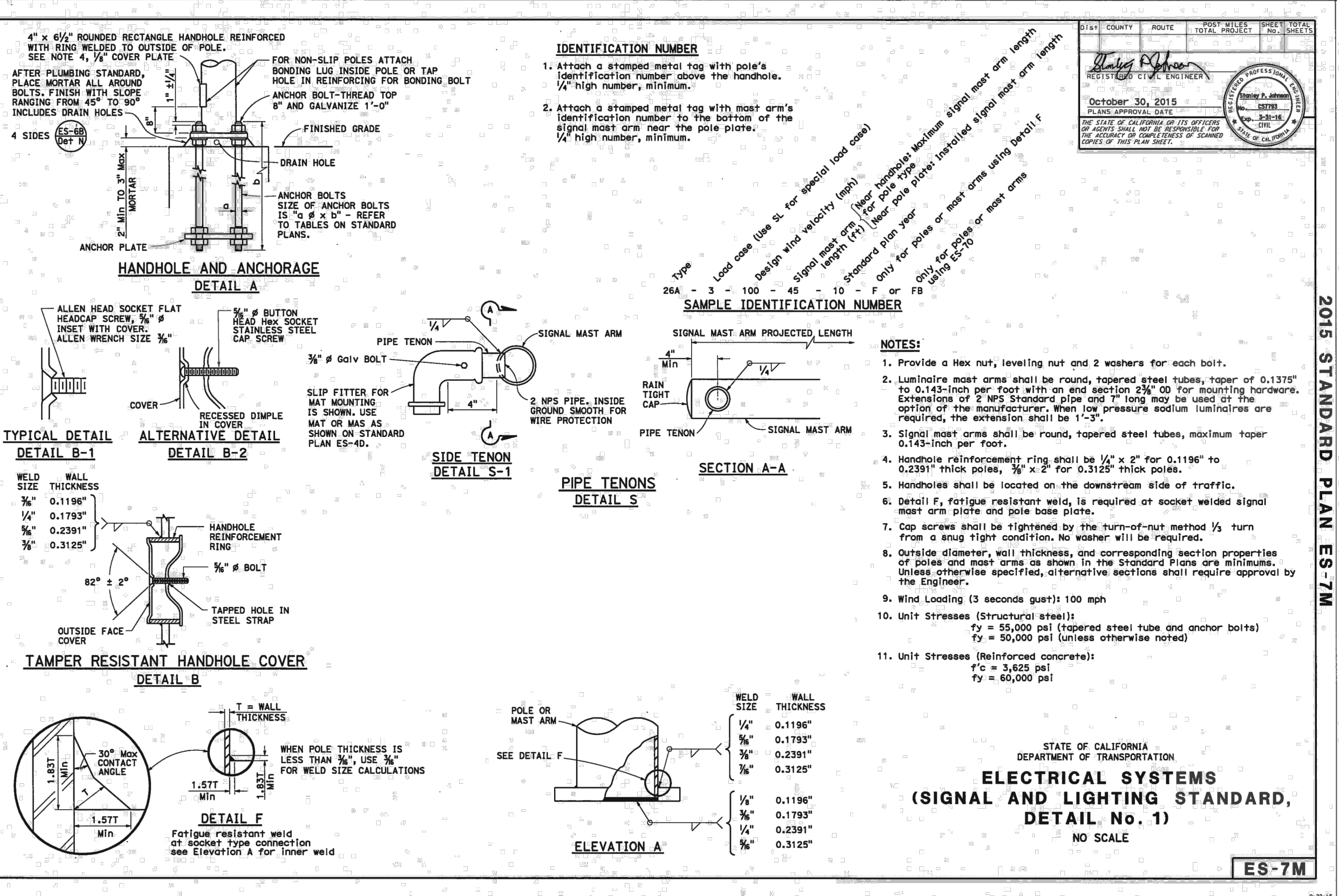
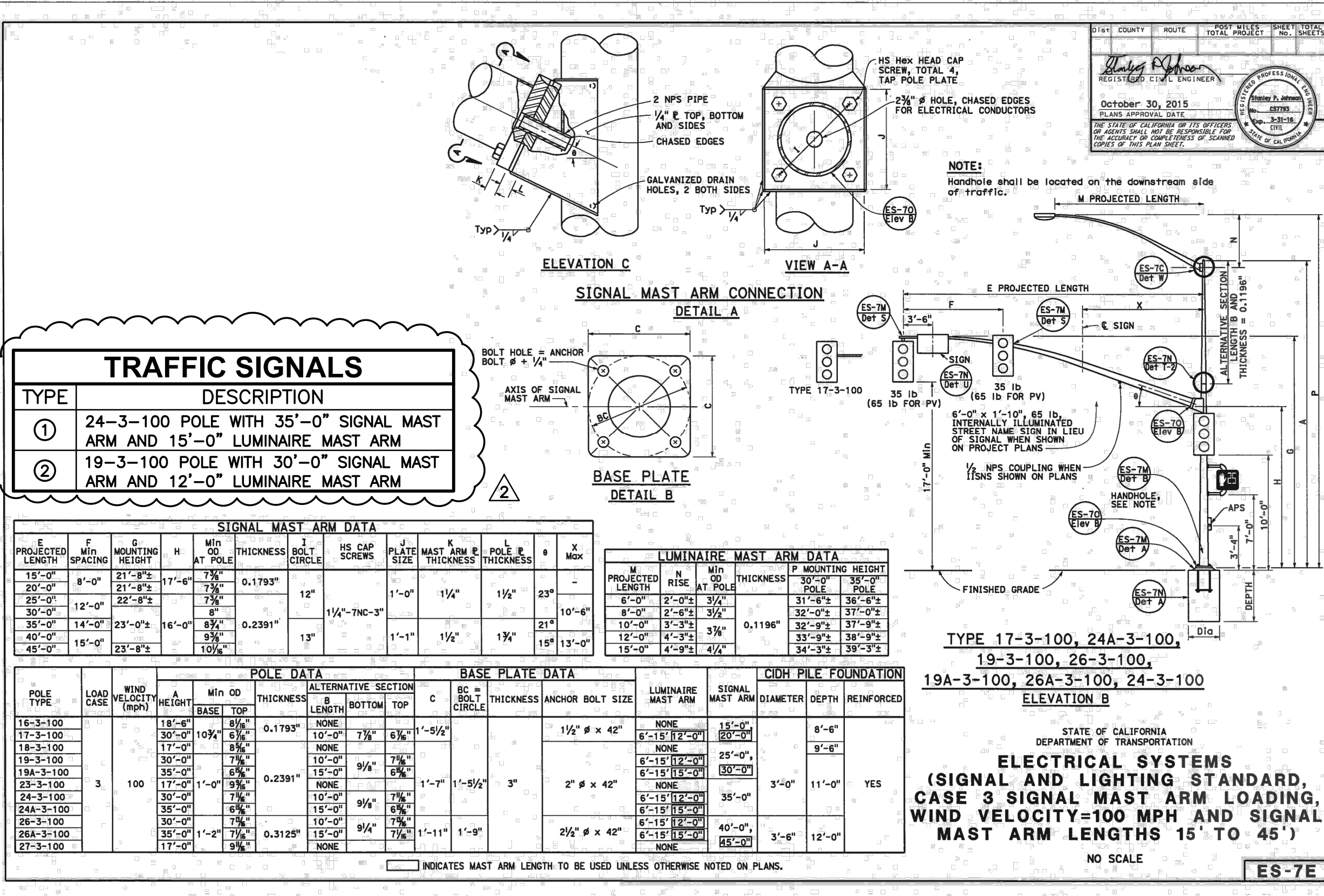
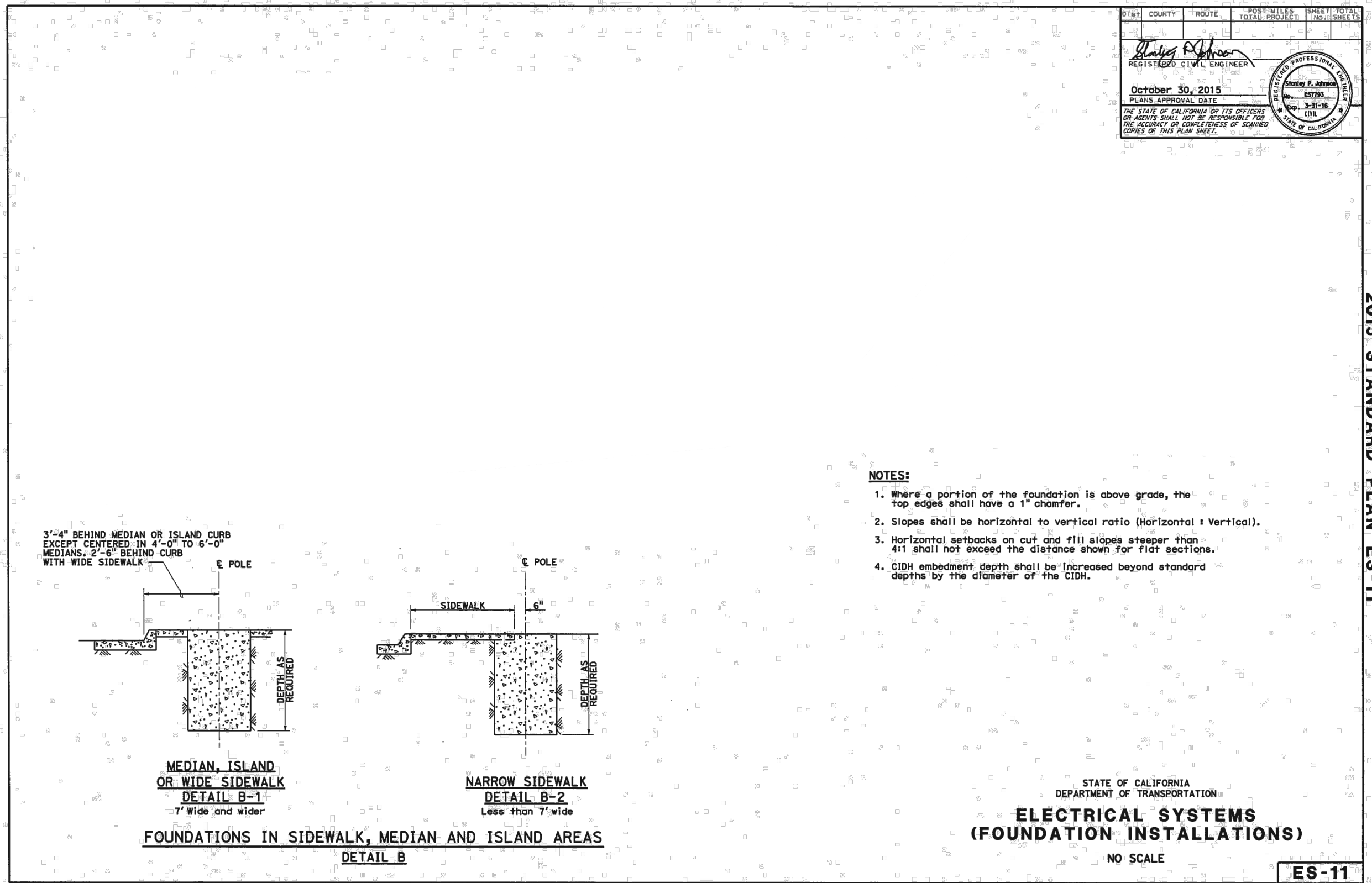
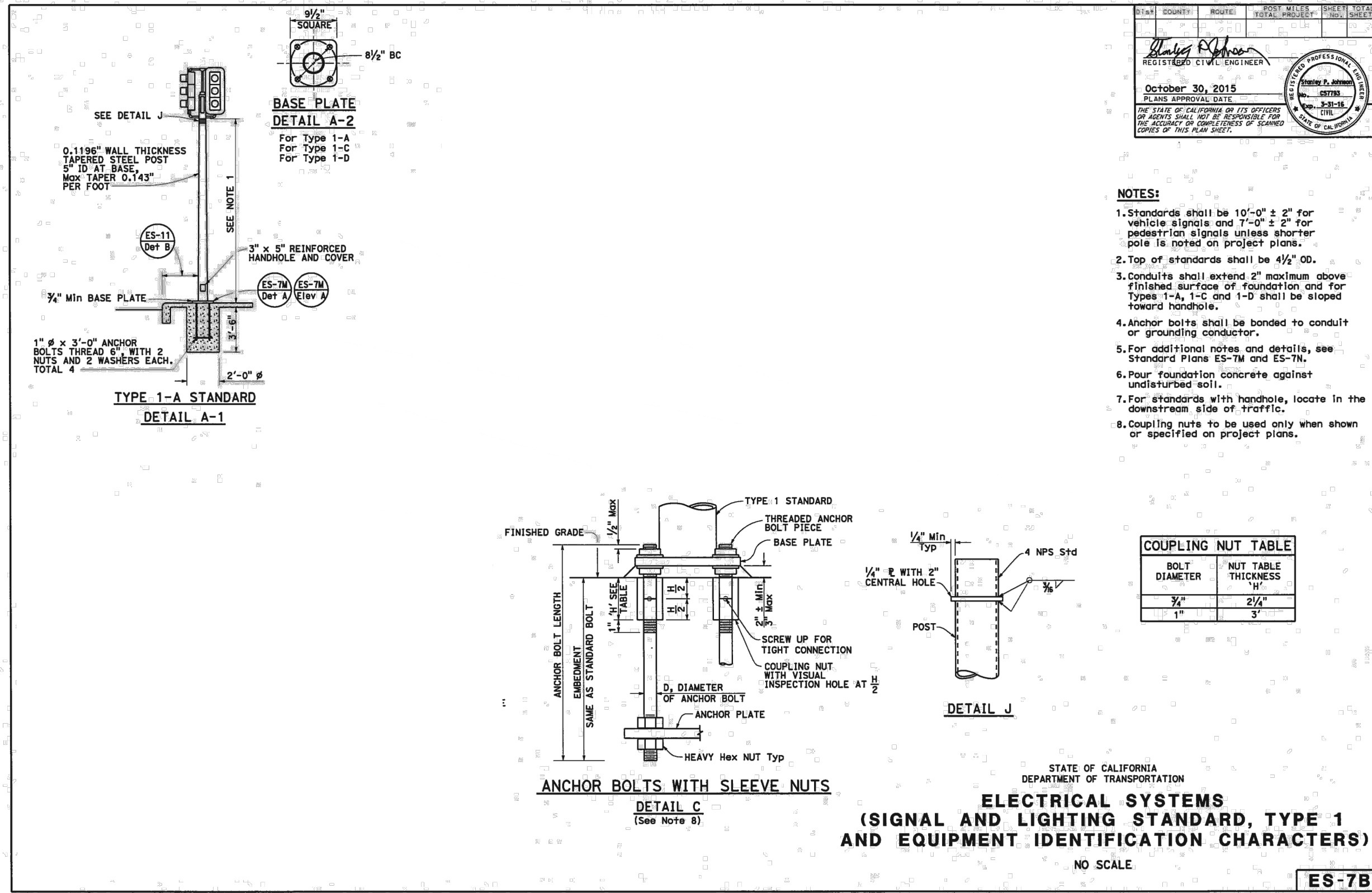
PLAN
1"=10'



SPECIFICATION NO. 17-02

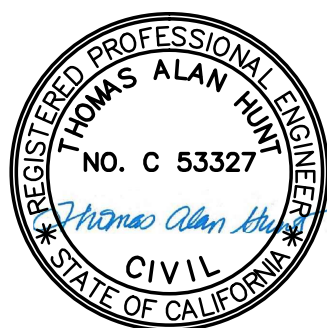
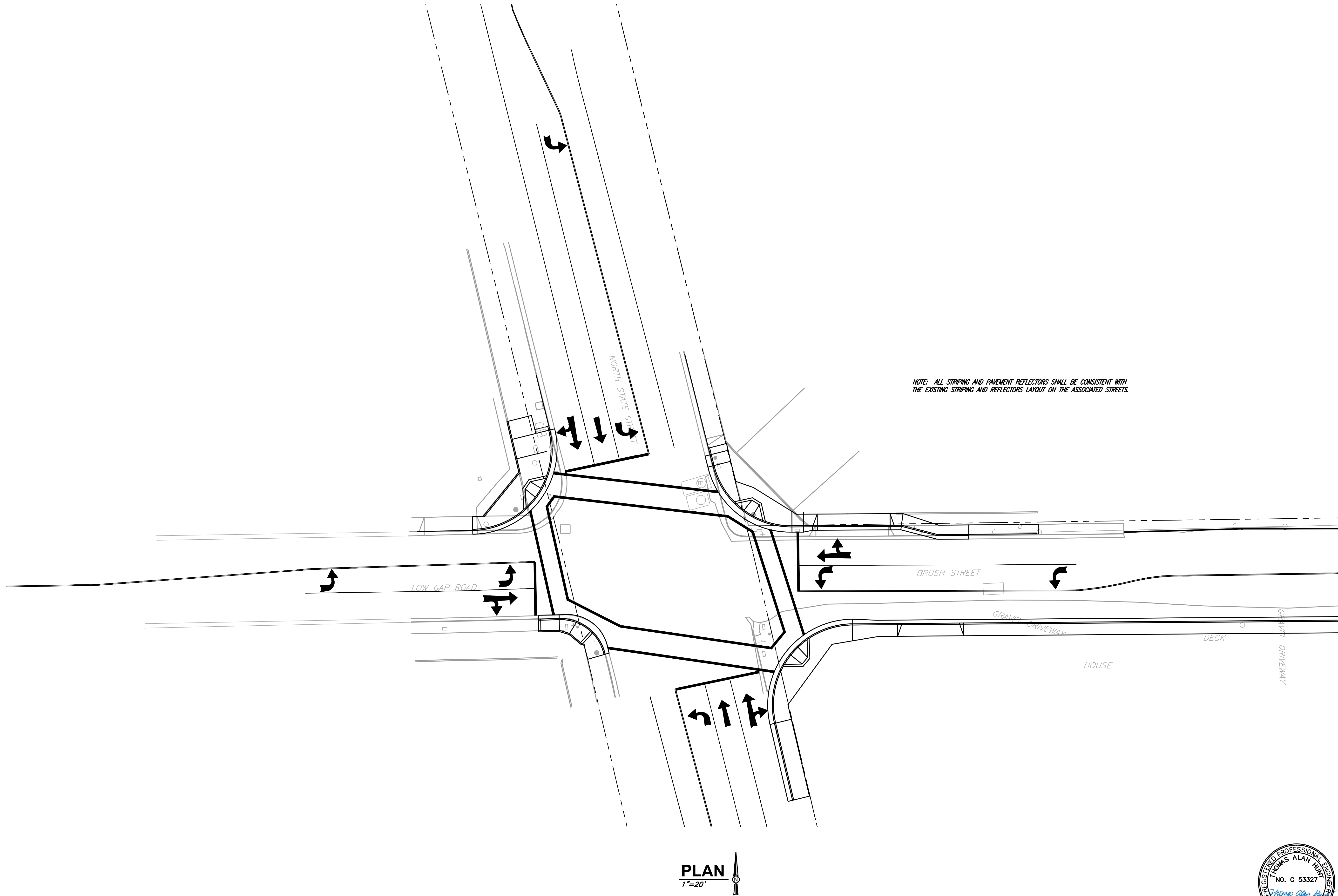
VERIFY SCALES BASE IS ONE INCH ON ORIGINAL DRAWING O IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA. 95490 707-459-4518	
SHN	
DSGN	TAH
DR	TAH
CHK	JGI
APVD	
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS	
ELECTRICAL PLAN	
SHEET	C-18
SEQ	21
DATE	02/2017
PROJ. NO.	416056

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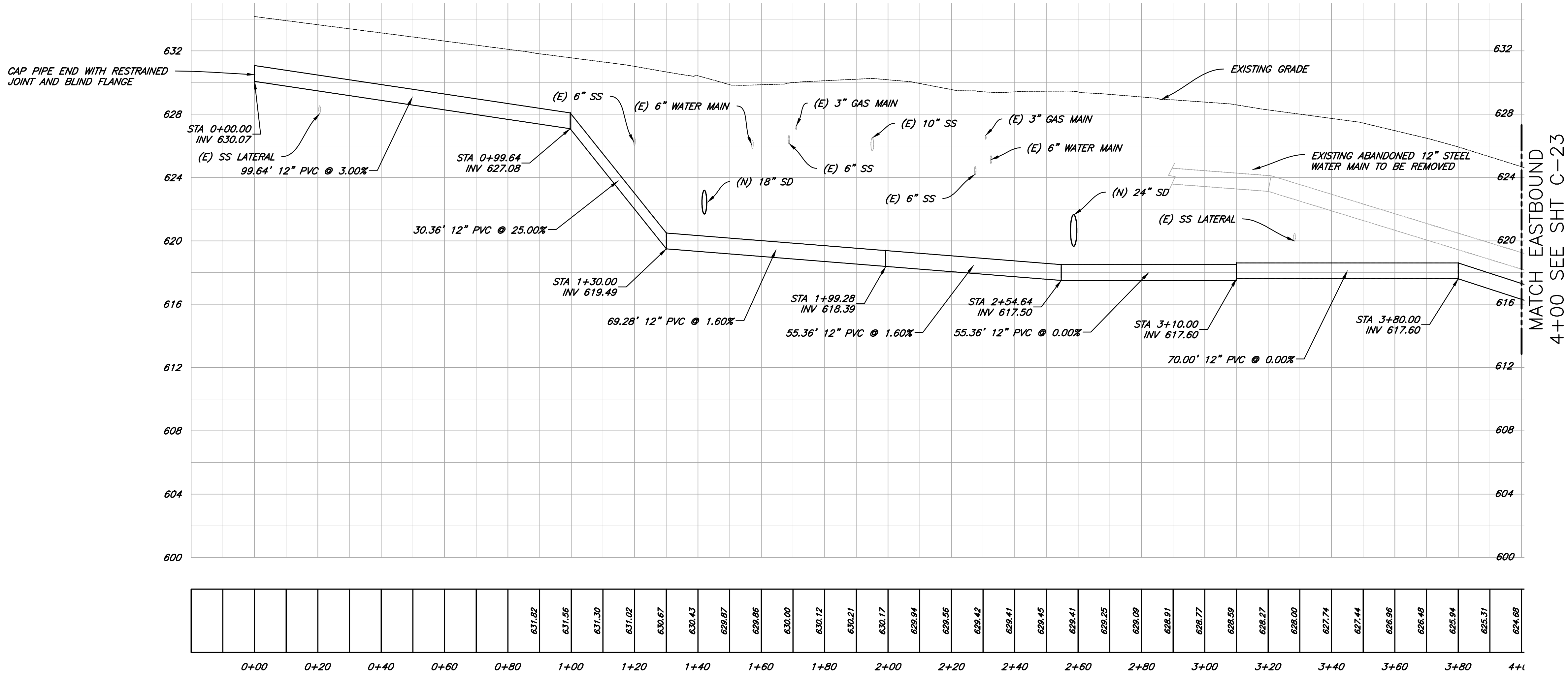
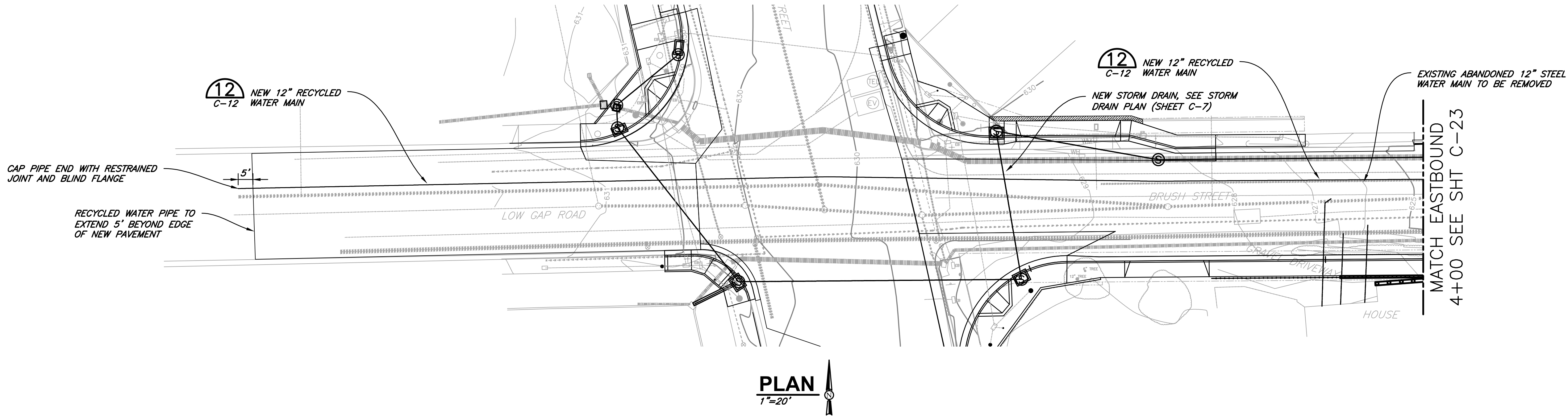
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SPECIFICATION NO. 17-02

DESIGN		TAH	CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS		SHEET C-21	
DR	TAH	TAH			SEQ	24
CHK	JGI	JGI			DATE	02/2017
APVD					PROJ. NO.	416056
CONSULTING ENGINEERS & GEOLOGISTS, INC.			335 S. MAIN ST. WILLITS, CA. 95490		WWW.SHN-ENGR.COM 707-459-4518	
VERIFY SCALES			BAG IS ONE INCH ON ORIGINAL DRAWING		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
BY			REVISION		DATE	
NO.			DATE		BY	

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NOTE:

THE HORIZONTAL AND VERTICAL DEPICTION OF EXISTING UTILITY PIPING SHOWN IN PLAN AND PROFILE VIEWS ARE APPROXIMATE ONLY, BASED ON USA MARKINGS AND PLAN RESEARCH. THERE IS NO IMPLIED GUARANTEE THAT ALL OF THE EXISTING OR ABANDON UTILITIES HAVE BEEN SHOWN OR LOCATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND PROTECT ALL UNDERGROUND UTILITIES DURING THE EXECUTION OF THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A FIELD CONFLICT WITH THE PROPOSED RECYCLED WATER LINE COULD RESULT BASED ON FIELD POT-HOLING AT THE PROPOSED PIPE CROSSINGS.

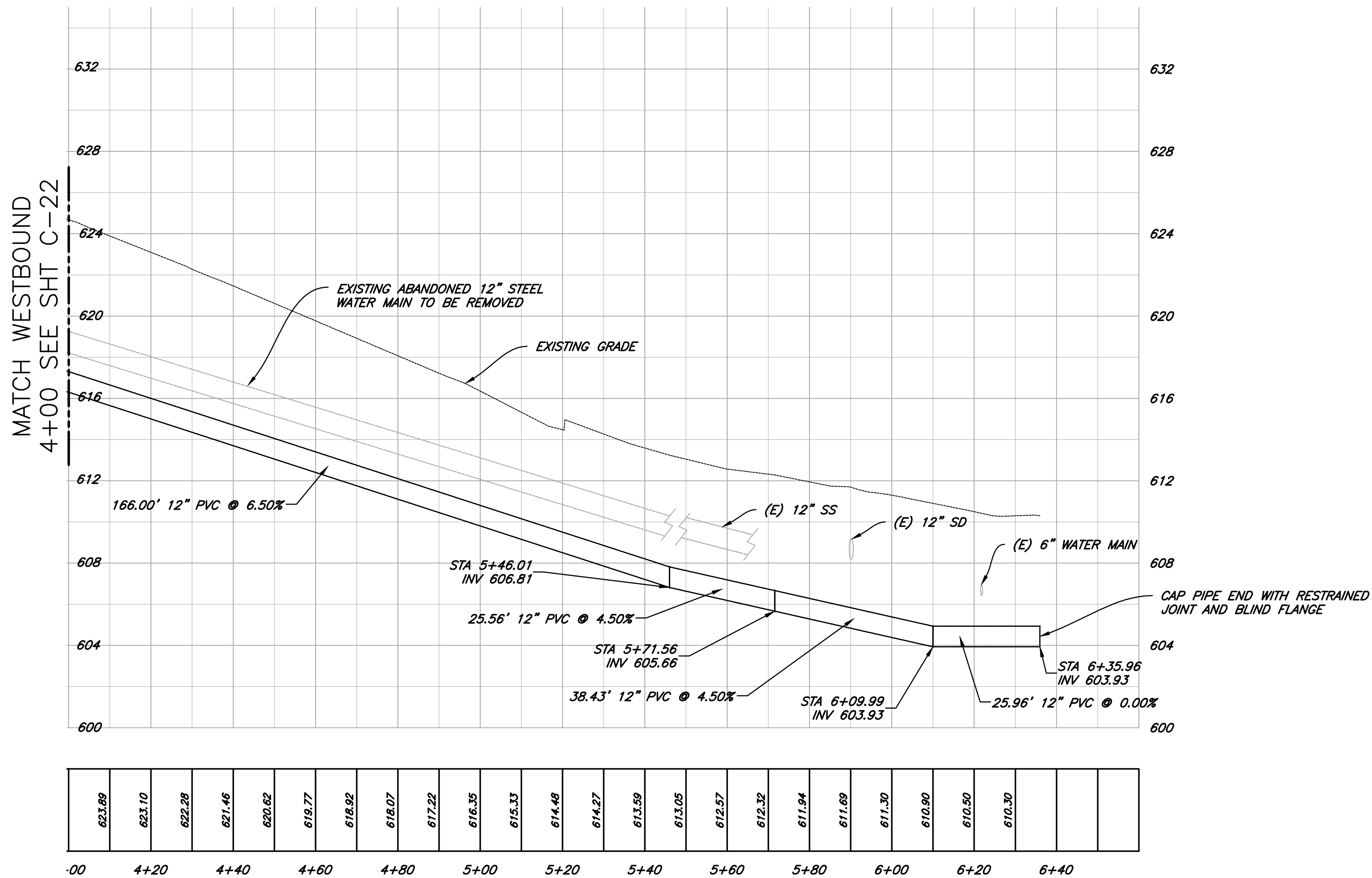
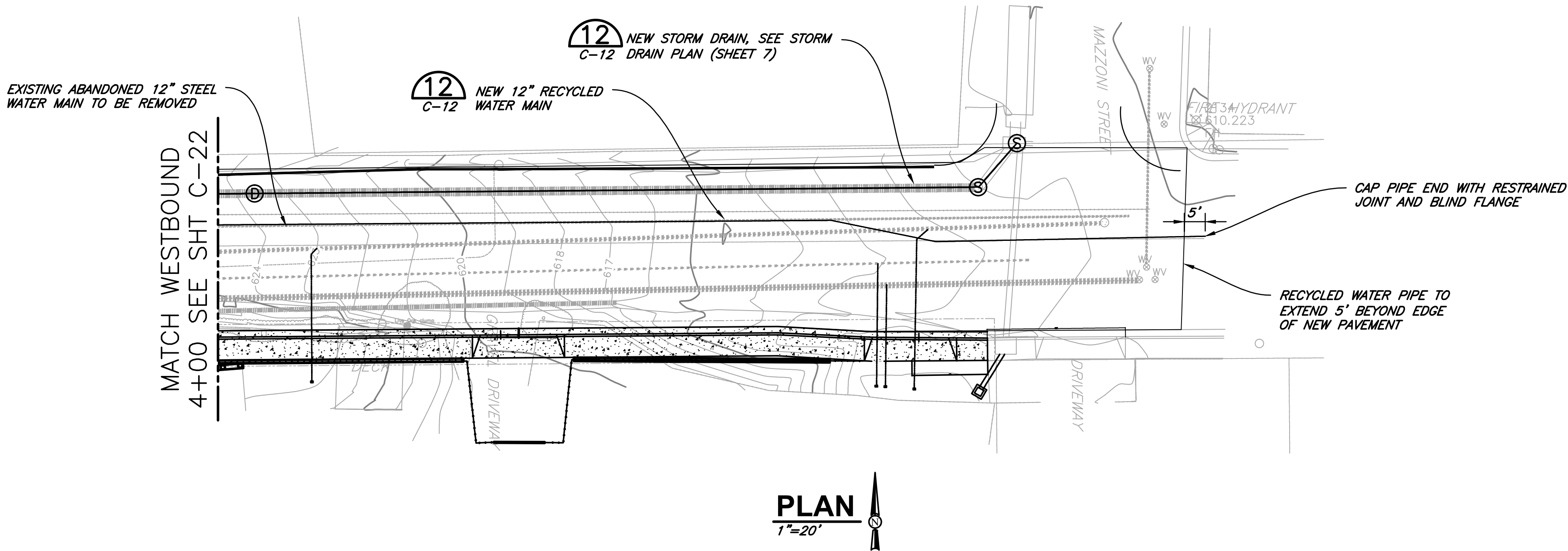
PROFILE
SCALE: 1"=20' H
1"=4' V
(RECYCLED WATER MAIN)



SPECIFICATION NO. 17-02

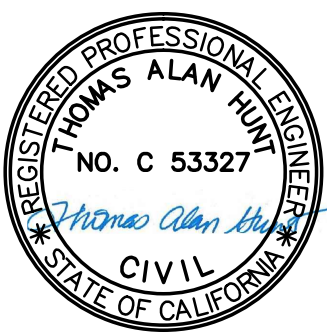
VERIFY SCALES BAG IS ONE INCH ON ORIGINAL DRAWING 0 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA. 95490 707-459-4518	
TAH	BY
NEW SHEET	REVISION
02/08/2017	DATE
2	NO.
DSGN SRH	DR SRH
CHK TAH	APVD
CITY OF UKIAH NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS RECYCLED WATER PLAN AND PROFILE	
SHEET C-22	
SEQ 25	
DATE 02/2017	
PROJ. NO. 416056	

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NOTE:

THE HORIZONTAL AND VERTICAL DEPICTION OF EXISTING UTILITY PIPING SHOWN IN PLAN AND PROFILE VIEWS ARE APPROXIMATE ONLY, BASED ON USA MARKINGS AND PLAN RESEARCH. THERE IS NO IMPLIED GUARANTEE THAT ALL OF THE EXISTING OR ABANDON UTILITIES HAVE BEEN SHOWN OR LOCATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND PROTECT ALL UNDERGROUND UTILITIES DURING THE EXECUTION OF THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A FIELD CONFLICT WITH THE PROPOSED RECYCLED WATER LINE COULD RESULT BASED ON FIELD POT-HOLING AT THE PROPOSED PIPE CROSSINGS.



SPECIFICATION NO. 17-02

VERIFY SCALES

1"=1' ON ORIGINAL DRAWING
 1"=1' ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONSULTING ENGINEERS & GEOLOGISTS, INC.

335 S. MAIN ST.
 WILLITS, CA. 95490
 WWW.SHN-ENGR.COM
 707-459-4518

TAH

REVISION

DATE

NO.

7/4H

NEW SHEET

02/08/2017

2

DSGN

SRH

DR

SRH

CHK

TAH

APVD

CITY OF UKIAH

NORTH STATE ST INTERSECTION-LOW GAP RD/BRUSH ST, STORM DRAIN & SIGNALIZATION IMPROVEMENTS

RECYCLED WATER PLAN AND PROFILE

SHEET

C-23

SEQ

26

DATE

02/2017

PROJ. NO.

416056



AGENDA SUMMARY REPORT

SUBJECT: Review and Consideration of a Draft Response to Grand Jury Report - Formula Business Restriction.

DEPARTMENT: Community Development and Planning

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1 - 6-22-17 Grand Jury Report.pdf](#)

[Attachment 2 - Response to Grand Jury Report.pdf](#)

Summary: City Council will review the Grand Jury report and Staff's draft response to the Grand Jury report.

Background: On June 20, 2017, the City Clerk received a Grand Jury report Transmittal regarding a report on "Formula Business Restriction, Nimby Overreaction?" from the Mendocino County Grand Jury. The report is Attachment 1.

Discussion: The City Council's response to the report is required by September 22, 2017. The City Manager's response is required by August 22, 2017. The draft response has been prepared by City staff for Council consideration. At this time, the draft response prepared for the City Council's review is consistent with the draft response from the City Manager.

The Grand Jury report and draft response are Attachments 1 and 2, respectively.

RECOMMENDED ACTION: Approve response to Grand Jury report for transmission to the Grand Jury.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

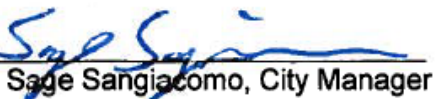
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's office and David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

County of Mendocino
Grand Jury
www.co.mendocino.ca.us/grandjury

Post Office Box 939
Ukiah, CA 95482
grandjury@co.mendocino.ca.us

**Grand Jury Report Transmittal
(with Instructions and Response Form for Required
Respondents)**

Ukiah City Council
300 Seminary Ave.
Ukiah, Ca 95482

Date: June 20, 2017

RE: Report Titled: Formula Business Restriction, Nimby Overreaction?
Dated: June 22, 2017

Your response to the attached report by the 2016-17 Mendocino County Civil Grand Jury is required pursuant to Penal Code §933.05 (enclosed). Penal Code §933.05 also requires that your response to the Findings and Recommendations contained in the report be in writing and be submitted within **60 days for individual responses from elected officials or agency heads** or within **90 days for governing bodies** (including such entities as school boards, city councils and the Board of Supervisors).

Penal Code §933.05(f) specifically prohibits disclosure of the contents of this report by a public agency or its officers or governing body prior to the release to the public. The report will be released to the public and posted on the grand jury website two (2) or more days after the date of this letter.

The Penal Code is specific as to the format of responses. Complete and sign the enclosed Response Form and attach any additional comments as required.

Should you have any questions after reviewing the enclosures, please contact me at **grandjury@co.mendocino.ca.us** or at the address above.

Sincerely,



Katharine Wylie
2016-17 Foreperson
Mendocino County Grand Jury



For Your Information

SUMMARY OF PENAL CODE 933.05

Penal Code § 933.05 provides for only two (2) acceptable responses with which agencies and/or departments (respondents) may respond with respect to the **findings** of a Grand Jury report :

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the findings, *in which case the respondent shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.*

Penal Code § 933.05 provides for only four (4) acceptable responses with which agencies and/or departments (respondents) may respond with in respect to the **recommendations** of the Grand Jury.

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be in the future, with a timeframe for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis, with a timeframe for the matter to be prepared for discussion by the officer or head of the agency/department being investigated or reviewed, including the governing body of the public agency when applicable. ***shall not exceed six (6) months from the date of publication of the Grand Jury Report.***
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with a detailed explanation therefore.

However, If a finding and/or recommendation of the Grand Jury addresses **budgetary** or **personnel** matters of a county agency/department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address **all** aspects of the findings or recommendations affecting his or her agency/department.

Grand Jury Report

RESPONSE FORM

Grand Jury Report Title : Formula Business Restriction, Nimby Overreaction?

Report Dated : June 22, 2017

Response Form Submitted By:

Ukiah City Council
300 Seminary Ave.
Ukiah, Ca 95482

Response *MUST* be submitted, per Penal Code §933.05, no later than:
September 22, 2017

I have reviewed the report and submit my responses to the FINDINGS portion of the report as follows:

- ☐ I (we) agree with the Findings numbered:
- _____
- ☐ I (we) disagree wholly or partially with the Findings numbered below, and have **attached, as required**, a statement specifying any portion of the Finding that are disputed with an explanation of the reasons therefore.
- _____

I have reviewed the report and submit my responses to the RECOMMENDATIONS portion of the report as follows:

- ☐ The following Recommendation(s) have been implemented and **attached, as required**, is a summary describing the implemented actions:
- _____
- ☐ The following Recommendation(s) have not yet been implemented, but will be implemented in the future, **attached, as required** is a time frame for implementation:
- _____

GRAND JURY REPORT
RESPONSE FORM
PAGE TWO

- ☐ The following Recommendation(s) require further analysis, and **attached as required**, is an explanation and the scope and parameters of the planned analysis, and a time frame for the matter to be prepared, discussed and approved by the officer and/or director of the agency or department being investigated or reviewed: (This time frame shall not exceed six (6) months from the date of publication of the Grand Jury Report)
-

- ☐ The following Recommendations will NOT be implemented because they are not warranted and/or are not deemed reasonable, **attached, as required** is an explanation therefore:
-

I have completed the above responses, and have attached, as required the following number of pages to this response form:

Number of Pages attached: _____

I understand that responses to Grand Jury Reports are public records. They will be posted on the Grand Jury website: www.co.mendocino.ca.us/grandjury. The clerk of the responding agency is required to maintain a copy of the response.

I understand that I must submit this signed response form and any attachments as follows:

First Step: E-mail (word documents or scanned pdf file format) to:

- The Grand Jury Foreperson at: grandjury@co.mendocino.ca.us
- The Presiding Judge: grandjury@mendocino.courts.ca.gov

Second Step: Mail all originals to:

Mendocino County Grand Jury
P.O. Box 939
Ukiah, CA 95482

Printed Name: _____

Title: _____

Signed: _____

Date: _____

FORMULA BUSINESS RESTRICTION Nimby Overreaction?

SUMMARY

A San Francisco Chronicle columnist recently declared:

"It's a cruel irony that many of the coastal California cities and counties that have imposed tight restrictions on new housing and development also are home to levels of poverty that don't get enough attention. Such communities should be aggressively challenged. Their NIMBYism, rationalized as "preserving community character," is actually making people poorer."¹

Both the City of Ukiah and the County of Mendocino² have ordinances that restrict formula business development. Are formula business restrictions necessary or desirable, or are they simply a manifestation of nimbyism, which effectively discourages business and job growth?

While the Mendocino County 2016-17 Grand Jury applauds community charm and mom-and-pop small business, we question if the restriction of formula businesses is appropriate in a County that suffers from an inability to fill professional employment positions, a lack of available housing, and too few jobs with benefits, not to mention a general dearth of retail shopping opportunity that is desirable to a youthful demographic. It is not as if these businesses are breaking down doors to open chains here.

A County Supervisor stated to the Grand Jury that the County has been making a concerted effort to change the perception that this County is anti-business. However, that such restrictions have been enacted gives the appearance of a not-so-business friendly culture that the County can ill afford.

GLOSSARY

NIMBY: An acronym for the phrase "Not In My Backyard".

CEQA: The California Environmental Quality Act is a statute requiring state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. CEQA applies to projects undertaken, funded or requiring an issuance of a permit by a public

¹ Joe Mathews, "Connecting California, Coastal California is Home to the State's Poorest Kids," San Francisco Chronicle, March 16, 2017

² Referring to those parts of the unincorporated County that are not under Coastal jurisdiction

agency. The analysis of a project required by CEQA usually takes the form of an Environmental Impact Report or Negative Declaration.

Formula Business (Mendocino County Draft Ordinance): “One of the commercial use types listed below that have 10 or more other locations and that share more than two standard features such as name, décor, services, and color.

- 1) Eating and Drinking Establishments (County Code §20.024.065)
- 2) Food and Beverage Retail Sales (§County Code 20.024.075)
- 3) Food and Beverage Preparation – Without Consumption (County Code §20.024.080)
- 4) Retail Sales, General (County Code §20.024.120)

Formula Business (Downtown Zone Ukiah): City Code §9232: RESTAURANT – FORMULA FAST FOOD: “A restaurant that includes all of the following characteristics:

1. Is required by contractual or other arrangements to maintain any of the following: substantially standardized menus, architecture, building appearance, signs, or other similar standardized features; and
2. Has three (3) or more of the following characteristics:
 - a. Food is pre-made and wrapped before customers place orders;
 - b. Food is served with disposable tableware for on-site consumption;
 - c. Food is ordered from a wall menu at a service counter;
 - d. Food consumed on the premises is ordered while customers are standing;
 - e. Payment is made by customers before food is consumed; or
 - f. The service counter is closer to an entry/exit than is the seating/dining area.

Ice cream shops, coffeehouses, bakeries, hot dog stands, or other businesses whose primary function is not the sale of full meals are exempted from this definition.”

Ministerial: Ministerial projects, also known as “by right”, involve only the use of fixed standards or objective measurements, and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out. (CEQA Guidelines §15369). There is no public input.

Discretionary: Discretionary projects require the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations

where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations (CEQA Guidelines §15357). Public input is received.

Use Permit: A use permit gives the County the ability to conduct a more thorough review of a proposed project and subjects projects to public hearings to ensure that the project will be compatible with surrounding land uses and will not adversely affect neighbors or the environment.³

BACKGROUND

The Mendocino County 2016-17 Grand Jury interviewed a city official from Ukiah, who wondered how the new In-N-Out Burger restaurant, located close to the city-county line, would affect the City. The official questioned whether the County of Mendocino (County) had required the restaurant to perform a traffic analysis. The Grand Jury investigated whether the In-N-Out Burger fell under the new County formula business moratorium and whether it needed a special use permit that would allow for public input on the impacts the restaurant would introduce into the area. The Grand Jury speculated that traffic congestion, noise, and litter would increase, and questioned how the restaurant would affect the nearby neighborhoods and the Crossroads Shopping Center's businesses.

In-N-Out Burger is one of three formula businesses as defined in the County and Ukiah codes that have been permitted since 2015. Two such businesses have been built and opened; the third remains in litigation.

APPROACH

The Grand Jury compared the permit approval process and fees of the In-N-Out Burger with the recently built Chipotle Mexican Grill in Ukiah. To understand the basis for the County moratorium, we reviewed the Redwood Valley Dollar General building permit controversy.

The Grand Jury reviewed Mendocino County Board of Supervisor (BOS) meeting documents and video, Mendocino County Planning and Building Services reports, memoranda, meeting video, and

³ Mendocino County Planning and Building Services website:
[http://www.co.mendocino.ca.us/planning/pdf/How to apply for a use permit.pdf](http://www.co.mendocino.ca.us/planning/pdf/How%20to%20apply%20for%20a%20use%20permit.pdf)

litigation documents; the City of Ukiah Council and Ukiah Planning Commission minutes, and County and City codes. The Grand Jury also reviewed media coverage of all three business projects.

The Grand Jury interviewed Ukiah city staff, County Planning and Building Services staff, and BOS members.

DISCUSSION

A growing number of cities and towns nationally have discussed enacting restrictions or bans on formula chain businesses. Some have passed, some have been passed over. The underlying motive is the preservation of distinctive community character and small entrepreneurial business ownership. Mendocino County is currently in the process of adopting restrictions on these businesses. Ukiah has an ordinance that prohibits restaurant formula businesses altogether in the downtown zone.

In June 2015, a permit was granted to construct the building for a Dollar General store on a commercial lot in Redwood Valley. Some residents felt that they were “blind-sided” by the permit approval and vociferously objected to the store.⁴ Their protest led the BOS to enact an urgency moratorium on formula businesses. This may be viewed as an overreaction to a singular ministerial business application about one retail chain store that some residents did not like.

Concurrently, an In-N-Out Burger was speedily granted a building permit. Restaurant construction proceeded without objection. This chain restaurant is on North State Street just north of the Ukiah city limits and has ramifications for both the City and the County.

Although Ukiah has a restaurant formula business prohibition for the downtown zone, Chipotle Mexican Grill was exempted from the City code and allowed construction after the developers agreed to design modifications presented by the Ukiah Planning Commission.

The Grand Jury found two inconsistencies. The first inconsistency is that formula business ordinances vary according to their jurisdiction in cities and the County. Different rules apply to different locations

⁴ “Mendocino County imposes temporary ban on chain stores,” Ukiah Daily Journal, September 28, 2015

for similar businesses. For example, Ukiah allowed Chipotle Mexican Grill, a national chain restaurant, to build in the downtown zone despite the City prohibition. Costco, a big box chain retailer outside the downtown zone, has been in litigation for years regarding environmental impact despite the public emphatically supporting the retailer's approval. Under its own set of zoning rules, Fort Bragg permitted Taco Bell, with a rustic exterior befitting the community, to open in 2015. It has been well received. Under County jurisdiction, In-N-Out Burger opened without any required modifications under an exempted commercial area⁵ of the Ukiah Valley Area Plan. Only Dollar General has been rebuked as unwanted development even though the property is in a County zone that allows commercial development by right.

The second inconsistency is that ordinances contradict explicit economic and workforce developmental policy. County budget priorities are economic and new housing development. The two are intertwined: Housing is affordable only when residents are fully employed; and building housing is not feasible without a viable employment base.

At the March 20, 2017 BOS meeting, County Human Resources reported that there is high employee turnover. Beyond discussion of low comparative wages for the region, it was asserted that a major reason for not being able to hire and retain employees is the lack of housing. This has also been reported by the County Agriculture Department as contributing to its inability to fill positions needed for the County cannabis ordinance.⁶ Similarly, a local business owner complained of lack of housing for employees and has applied for approval to build a housing development.⁷

The formula businesses discussed in this report are examples of how business is promoted and challenged in the County. A County Planning and Building official stated to the Grand Jury, "Every community wants some filter on economic development." Indeed, but is prohibition and restriction that could lead to permit denial consistent to our economic needs? The Grand Jury believes that the best practice is to encourage business development generally and to maintain standards by reviewing all business applications for community continuity equally.

⁵ <http://www.co.mendocino.ca.us/planning/UVAP.htm>

⁶ "County Ag Dept Struggling to Fill Marijuana Positions," Ukiah Daily Journal, March 27, 2017

⁷ "Housing Development Proposed Along Lovers Lane in Ukiah", Ukiah Daily Journal, March 10, 2017

Community Character Combining District Ordinance

In August 2015, responding to the community protest over the permit granted for construction of a Dollar General store on a vacant commercial parcel at 8451 East Road in Redwood Valley, the BOS directed staff to prepare a draft urgency ordinance putting in place a temporary moratorium on formula businesses. An Urgency Ordinance Establishing Interim Restrictions on the Establishment of Formula Businesses, BOS Ordinance No. 4382, was adopted on September 22, 2015, "prohibiting the issuance of any entitlement for a formula business or formula restaurant, or the making of any determination that would allow a formula business or formula restaurant, in any zoning district during the term of the ordinance," with certain exceptions.

On November 3, 2015, the BOS extended the September 22 moratorium to allow time for the Department of Planning and Building Services to prepare changes to the zoning code. On April 19, 2016, the Planning and Building Services Director presented the staff report to the BOS that proposed a requirement for a Conditional Use Permit allowing time for public input rather than an outright prohibition of formula businesses. On August 16, 2016, the BOS extended the Urgency Ordinance for 12 months to allow for further study and full review of the proposed ordinance.

The most recent Planning and Building Memorandum, with the recommended amendments to the County zoning ordinance, was presented to the Planning Commission on November 17, 2016. Additional permit fees and estimated project delay for these business applications were put forward in the staff report for the draft ordinance:

"The time to bring a use permit to a public hearing is 6-9 months. In addition to the use permit use fee (\$2,260), special studies (e.g., traffic) may be required to complete the CEQA review and a "Fish and Wildlife Filing Fee" (\$2,260.25) is charged when the project is completed."

The Planning Commission passed a motion recommending the adoption of the draft ordinance and thereby moved it forward to the BOS.

On March 20, 2017, the Department of Planning and Building Services Interim Director presented the draft ordinance⁸ to the Board of Supervisors. As explained to the Board, the amended County ordinance is not a complete ban but a requirement for formula businesses wanting to open in specified inland commercial zoning areas to obtain a use permit after a public process. However, there is no guarantee of approval and, the Interim Director stated, “it may appear to outside business that there is a prohibition, which in turn may obstruct business applications”.

Additionally, the Hopland Municipal Advisory Council (MAC) requested exemption so as not to deter development, and the Laytonville MAC wanted a more stringent definition of formula business. A member of the BOS wondered if the MACs were becoming like “mini governments” within the County jurisdiction.

The target timeframe for presentation of the proposed ordinance to the BOS is sometime this summer. All potentially affected commercial property owners must be noticed in advance to give them opportunity to address the Board.

Dollar General

The Dollar General building permit was approved in June 2015 magisterially, or “by right”, meaning that no public input or design changes were required. Vocal community members cried foul, saying that such a store would be a blight on the main commercial street. They argued that the store would conflict with the rural character of Redwood Valley⁹ and create unwanted competition with the local market.

A permit appeal was filed, petitioners arguing that potential environmental impacts were not reviewed. At the October 6, 2015 BOS meeting, the Board denied the building permit. This denial was subsequently overturned by the Board and the permit was approved on a close 3-2 vote on November 1, 2015. A civil suit against the County’s approval of the permit without environmental review ensued.

⁸ Amend the Mendocino County Zoning Code -- Division I, Title 20 (Inland) to add Chapter 20.147, Community Character (CC) Combining District and Rezone all the C-1 (Limited Commercial) and C-2 (General Commercial) zoning districts to apply the CC Combining zoning in the County

⁹ Board of Supervisors meeting, October 6, 2015

Mendocino County Superior Court denied the suit in entirety in January 2017.¹⁰ The Petitioners have appealed this decision. This continuing court action has delayed the building of the project.

Given that the business was magisterially approved “by right” under County code, there was no opportunity for residents of Redwood Valley to have input into the development. They may have been better served with design discussion requiring Dollar General to adopt a rustic exterior and signage appropriate to its rural setting rather than instigating a formula business moratorium. In that case, if the business failed there would be an acceptable commercial building available in the community. The side of the argument that was not voiced in the public discussion is that the Dollar General will fill a retail need for many residents of the community. It will also lower the number of shopping trips to Ukiah from Redwood Valley and Potter Valley.

Dollar General employee benefits include healthcare, 401k retirement plan, paid vacation and holidays, and product discounts. Salary options and job benefits typically vary by Dollar General location.¹¹

In-N-Out Burger

Coinciding with the BOS action on formula businesses, In-N-Out Burger purchased the Fjord’s restaurant site at 1351 North State Street, just north of Ukiah city limits, demolished that landmark building, and built and opened its new chain restaurant on January 25, 2017.

The In-N-Out Burger was not subject to the provisions of the formula business moratorium because it was located in a specifically exempted county area¹² in a commercial zone designated in the Ukiah Valley Area Plan. It was also considered simply a replacement restaurant. As a result, the permit was issued very quickly “by right”. There was no requirement for design review or any particular modifications of the building plans.

¹⁰ Mendocino County Superior Court, Order and Judgment Denying Petition for Writ of Mandate and Exhibit A, January 23, 2017

¹¹ Dollar General Employee Handbook, February 2015:
<https://www.scribd.com/doc/293508174/Dollar-General-Employee-Handbook>

¹² Map of exempted area, Attachment D of Draft Ordinance (page 13):
http://www.co.mendocino.ca.us/planning/pdf/current/OA_20160001%20Formula%20Business.pdf

In-N-Out Burger agreed to construct new ADA-complaint sidewalks and the “dreaded bump” to enter the shopping center.¹³ The Department of Transportation Director stated, “And I gotta hand it to them, they’re stepping up and doing more... Everything I asked them to do they agreed to, which was great, because they didn’t have to. But they want to be a classy business.”¹⁴ So, while the restaurant stepped up, it was not required to submit a traffic analysis nor provide engineering for mitigation of potential congestion or other impacts by virtue of the current zoning code.

The popularity of this formula business development was evidenced when it opened by lines of cars at the drive-through, a full parking lot, and consumers at the counter. The restaurant added many permanent jobs offering pay exceeding minimum wage, variable work schedules, health care benefits, a retirement plan, free meals on work days, discounts, and holiday, vacation and sick time.¹⁵

It is appreciated that the In-N-Out Burger replaced Fjords, a restaurant that had been closed for years, on a site that had become a long-term eyesore. However, by adhering to current County zoning code that required the issuance of the building permit by right, the County missed an opportunity to have the developer listen to public concerns. In-N-Out may have provided, at their expense, improvements to mitigate such impacts as additional traffic congestion, noise, and odor in the surrounding unincorporated area and Ukiah. Such discussions have occurred in other Northern California counties during the permitting process.¹⁶

Chipotle Mexican Grill

In comparison, the Chipotle Mexican Grill in Ukiah at 596 E. Perkins Street had to jump through a number of hoops required by the Ukiah Planning Commission and City Council for approval under the Downtown Zoning Code. First, formula fast food restaurants are prohibited in the downtown zone. Even though Chipotle meets the criteria given by City code for a formula restaurant, it was expressly deemed not a formula fast food business by a unanimous Ukiah City Council vote on August 20, 2014, and the permit was approved.

¹³ “In-N-Out Burger to take over Fjords building in Ukiah,” Ukiah Daily Journal, April 12, 2016

¹⁴ Ibid

¹⁵ <http://www.in-n-out.com/employment/restaurant.aspx>

¹⁶ “Neighbors Voice Concerns about In-N-Out’s Plan for Novato,” Novato Patch, August 16, 2011; “Walnut Creek: In-N-Out Burger Eyed for North Main Street,” East Bay Times, March 7, 2017

At the June 24, 2015 Planning Commission meeting, the City Planning Director projected that the restaurant would create 30 to 35 new permanent restaurant positions and 25 temporary construction jobs. The Director stated, "Right there is the major reason why we find this project consistent with the General Plan. It supports the local economy. It creates jobs." Additionally, the Planning Commission unanimously exempted the restaurant from the Downtown Plan in three other areas: the building is one story rather than the two required; the frontage is more than the code specifies; and the 20 proposed parking spaces exceeds the 8-maximum allowed. The Planning Commission also passed recommendations on exterior color, bike racks, and low-emission vehicle parking spaces.

Chipotle broke ground on December 14, 2015 and opened on November 27, 2016. The building is generally considered an attractive addition to the east entrance to downtown Ukiah.

Employee benefits include healthcare with a wellness premium discount, 401k Retirement Plan, an Educational Assistance Program, vacation time, free shift meal, and free uniforms.¹⁷

Development Costs

It is a well-established economic principle that the larger the business capitalization the more likely the business will survive beyond three to five years. Formula businesses are usually well capitalized. They plan for and can manage the development fees additional to the construction necessary to build from the ground up, which is becoming increasingly more difficult for individuals.

In-N-Out Burger:

- County Building Permit: \$8,749.98
- Millview Water service connection fee: \$14,325.79
- Sewer Connection/Capital Improvement Fee: \$112,984.04
- Grease Trap Inspection Fee: \$100
- Sewer Lateral Inspection Fee: \$50
- Plan Check Fee: \$1,274.25
- Hydrant and lateral construction costs: Not specified

¹⁷ <http://careers.chipotle.com/benefits>

Chipotle Mexican Grill:

- Ukiah Building permit fees \$71,166.72, including the associated sewer connection fee of \$22,258.24

Dollar General:

- County Building Permit fee: \$10,157.27
- Well and Septic: Not specified
- Legal fees: Not specified

FINDINGS

- F1. Formula businesses are restricted or prohibited, except when they are not. Ordinances are written and applied in different jurisdictions resulting in dissimilar treatment of similar businesses, and even applied differently in the same jurisdiction.
- F2. The proposed County Community Character Combining District Ordinance adds additional expense and time, discouraging business permit applications in the County.
- F3. The City of Ukiah has applied its zoning ordinance inconsistently.
- F4. The downtown Ukiah formula business prohibition and the County Community Character Combining District Ordinance reflect an anti-business attitude that stymies economic growth.
- F5. Community character may be achievable through design modification.
- F6. In-N-Out Burger could have mitigated neighborhood concerns and Dollar General could have been required to provide design modifications if the code had not been written to allow “by right” commercial development.
- F7. The County Community Character Combining District zoning regulations go too far by adding time and expense to the application with the risk of capricious denial.
- F8. The “wisdom of the market place” should be allowed to determine the success or failure of business.

RECOMMENDATIONS

The Grand Jury recommends that:

- R1. The County zoning ordinance include community character design review for all business development. (F1, F2, F4, F5, F7)
- R2. The County and Ukiah eliminate “by right” business permits and formula business restrictions, and consistently review all business development under discretionary use permits for community character. (F1, F3, F4, F6, F8)
- R3. Ukiah modify the Ukiah City code to eliminate the prohibition on formula business in the downtown zone and treat all business development equally. (F3, F4, F5, F8)

RESPONSES

Pursuant to Penal Code §933.05, responses are *required* from the following individual(s):

- Ukiah City Manager (F1, F3, F4, F5 and R2, R3)

Pursuant to Penal Code §933.05, responses are *required* from the following governing bodies:

- Mendocino County Board of Supervisors (F1, F2, F4–F8 and R1, R2)
- Ukiah City Council (F1, F3–F5 and R2, R3)

Pursuant to Penal Code §933.05, responses are *requested* from the following individual(s):

- Director, Mendocino County Planning and Building Services Department (F1, F2, F4–F8) and (R1, R2)

BIBLIOGRAPHY

Planning and Building Memorandum OA_2016-0001 Formula Business, dated November 17, 2016, http://www.co.mendocino.ca.us/planning/pdf/current/OA_2016-0001%20Formula%20Business.pdf

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.



RESPONSE TO GRAND JURY REPORT

Report Title: **Formula Business Restriction, Nimby Overreaction?**

Report Date: **August 2, 2017**

Response by: **Ukiah City Council & Sage Sangiacomo, City Manager**

FINDINGS

I (we) agree with the findings numbered: **F5**.

I (we) disagree wholly or partially with the findings numbered below, and have attached, as required, a statement specifying any portion of the Findings that are disputed with an explanation of the reasons therefore: **F1, F3, F4**.

RECOMMENDATIONS

The following Recommendation(s) numbered **xxx** have been implemented.

Attach a summary describing implemented actions.

The following Recommendation(s) numbered **xxx** have not yet been implemented, but will be implemented in the future.

Attach a timeframe for implementation.

The following Recommendation(s) numbered **xxx** require further analysis.

Attach an explanation and the scope and parameters of the planned analysis, and a time frame for the matter to be prepared, discussed and approved by the officer and/or director of the agency or department being investigated or reviewed.

The following Recommendations will not be implemented because they are not warranted and/or are not deemed reasonable: **R2, R3**.

Attach an explanation therefore.

I have completed the above responses, and have attached, as required the following number of pages to this response form:

Number of Pages attached: _____

ATTACHMENT 2
Response to Grand Jury Report

I understand that responses to Grand Jury Reports are public records. They will be posted on the Grand Jury website: www.co.mendocino.ca.us/grandjury. The clerk of the responding agency is required to maintain a copy of the response.

I understand that I must submit this signed response form and any attachments as follows:

First Step: E-mail (word documents or scanned pdf file format) to:

- The Grand Jury Foreperson at: grandjury@co.mendocino.ca.us
- The Presiding Judge: grandjury@mendocino.courts.ca.gov

Second Step: Mail all originals to:

Mendocino County Grand Jury
P.O. Box 939
Ukiah, CA 95482

Printed Name: _____

Title: _____

Signed: _____ Date: _____

FINDINGS explanation:

I (we) disagree wholly or partially with the finding numbered: **F1**. I (we) disagree with the statement that formula businesses are restricted or prohibited, except when they are not. I (we) also disagree with the statement that ordinances are applied differently in the City's jurisdiction. I (we) agree that the Downtown Zoning Code does not allow formula fast food restaurants.

I (we) disagree wholly or partially with the finding numbered: **F3**. I (we) disagree that the City applies its zoning ordinance inconsistently. Since adoption of the Downtown Zoning Code in October 2012, six restaurants have opened in the downtown, and none of them have been formula fast food restaurants.

I (we) disagree wholly or partially with the finding numbered: **F4**. I (we) disagree with the statement that the downtown Ukiah formula business prohibition reflects an anti-business attitude that stymies growth. The concept behind the Downtown Zoning Code was to preserve community character and streamline development to be more business-friendly. Reducing discretionary review is one way to provide more certainty to businesses considering the Downtown Zone. Minimizing discretionary review when deemed appropriate through policy facilitates planning and financing for development. The Downtown Zoning Code was established with significant public input, including numerous open workshops and public hearings, and is the current policy applied to the downtown.

RECOMMENDATIONS explanation:

Recommendation number **R2** will not be implemented at this time. The current Downtown Zoning Code, which does not allow formula fast food restaurants, was established through a very thorough public process. Any future changes to the Zoning Code will be made by the City Council when found to be necessary and vetted through the appropriate public process.

Recommendation number **R3** will not be implemented at this time. Any future changes to the Zoning Code will be made by the City Council when found to be necessary and vetted through the appropriate public process.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Nominations and Possible Adoption of Resolution Making Appointments to the Airport Commission; Parks, Recreation, and Golf Commission (PRGC); and the Paths, Open Space, and Creeks Commission (POSCC).

DEPARTMENT: City Clerk

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - Resolution 2014-48.pdf](#)

[Attachment 2 - News Release.pdf](#)

[Attachment 3 - Notice.pdf](#)

[Attachment 4 - Applications with Redactions.pdf](#)

[Attachment 5 - Nominations.pdf](#)

[Attachment 6 - Resolution.pdf](#)

Summary: The City Council to consider nominations and possibly adopt a resolution making appointments to the Airport Commission; Parks, Recreation, and Golf Commission (PRGC); and the Paths, Open Space, and Creeks Commission (POSCC).

Background: Per Resolution 2014-48 (Attachment 1), the City Clerk prepares an appointments list on an annual basis. On July 1, 2017, a Notice of Open Seats on City of Ukiah Boards and Commissions, which notifies the public of the appointments list, was published in the Ukiah Daily Journal (Attachment 2). The

RECOMMENDED ACTION: Approve the listed table of nominations and associated Resolution making appointments to the Airport Commission; Parks, Recreation, and Golf Commission (PRGC); and the Paths, Open Space, and Creeks Commission (POSCC).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

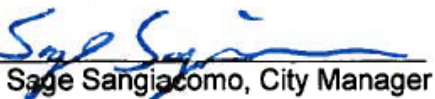
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Vice Mayor Doble; Councilmembers Mulheren, Crane, and Scalmanini; and Kristine Lawler

Approved: _____


Sage Sangiacomo, City Manager

vacancies were last noticed on the website, at the library, and Civic Center glass display cabinet on April 17, 2017, (Attachment 3).

The City Clerk has received a total of seven completed applications (Attachment 4) seeking appointment.

Airport Commission: One (1) term of service for the Commissioner – City Resident position currently filled by Randal S. Beckler has expired as of July 1st. Commissioner Beckler is seeking reappointment to his respective position. The City Clerk's office has received no additional applications.

The last nomination to the Airport Commission was made on January 12, 2016, by Councilmember Mulheren, placing Councilmember Crane as next having the right to place a nomination before the City Council. Councilmember Crane has submitted a written nomination for the appointment (Attachment 5).

Consideration of Appointment: Reappoint Randal S. Beckler for the Commissioner – City Resident position.

Parks, Recreation, and Golf Commission (PRGC): Two member terms are available. One (1) term of service for At-Large City Resident, currently held by Faye Hefte and one (1) terms of service for At-Large County Resident, currently held by Henry Sadowski, both terms expired as of July 1st. Commissioners Hefte and Sadowski are seeking reappointment to their respective positions. The City Clerk's office has received one additional application from John Johns (Attachment 4) who is also seeking appointment to the Parks, Recreation, and Golf Commission. John Johns resides within City limits and therefore meets the requirement of both member terms.

The last nomination of Susan Knopf was made on July 20, 2016, by Mayor Brown, placing Vice Mayor Doble as next having the right to place a nomination before the City Council, followed by Councilmember Mulheren. Vice Mayor Doble has submitted a written nomination for Faye Hefte for one of the open positions (Attachment 5).

Consideration of Appointment: Accept Vice Mayor Doble's nomination reappointing Faye Hefte to the Commissioner – At Large, City Resident position; and seek a possible nomination from Councilmember Mulheren for the Commissioner - At Large, County Resident position.

Paths, Open Space, and Creeks Commission (POSCC): Two (2) positions for resident in City Limits positions are currently available for appointment. The incumbent, Commissioner Holbrook is seeking reappointment to his expired position. Additionally, the City Clerk's office received applications from Ginevra K. Chandler and Robert Clark.

The last nomination to the POSCC was made on July 20, 2016, by Councilmember Mulheren, placing Councilmember Crane as next having the right to place a nomination before the City Council, followed by Councilmember Scalmanini. Councilmembers Crane and Scalmanini have submitted written nominations for the appointments (Attachment 5).

Consideration of Appointment: Accept the nominations appointing Ginevra K. Chandler and reappointing Dan Holbrook to the Resident in City Limits positions.

Discussion: Staff is recommending Council enact all appointments by a single motion and roll call vote approving the proposed resolution (Attachment 6). Alternately, Councilmembers may further discuss any of the nominations and may vote on each nomination separately. The balance of the nominations may be enacted by a single motion and roll call vote by the City Council.

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

NEWS RELEASE

Date: June 27, 2017
For Release: July 1, 2017
For Info Call: Kristine Lawler, City Clerk, 463-6217

NOTICE OF OPEN SEATS ON CITY OF UKIAH BOARDS AND COMMISSIONS

UKIAH, CA. – The City of Ukiah announces vacancies for open seats on its Boards and Commissions. Vacancies can be viewed at: <http://www.cityofukiah.com/city-boards-commissions-committees/>; in the glass display cabinet outside the Civic Center, located at 300 Seminary Ave.; or in the Public View Binder located in the lobby of the Civic Center Administrative Office, located at 300 Seminary Ave. Qualified individuals who would like to make a difference in the Community and are interested in serving as a volunteer are encouraged to apply.

Applications and information can be obtained at the reception counter in the Administrative wing of the Ukiah Civic Center, 300 Seminary Avenue; on the City's website at <http://www.cityofukiah.com/city-boards-commissions-committees/>; or via mail, email, or fax by contacting the City Clerk's office, which is also available for additional questions, at 707-463-6217.

OPPORTUNITY TO SERVE YOUR COMMUNITY

Date: April 17, 2017
 For Info Call: Ashley Cocco, Deputy City Clerk, 467-5720
 Subject: Vacancies on City of Ukiah Boards, Commissions, and Committees

UKIAH, CA. - The City of Ukiah announces vacancies occurring on various boards and commissions. Any qualified individual, who would like to make a difference in their community and is interested in serving as a volunteer for the terms as outlined below, may apply. Current commissioners and members are eligible for reappointment.

COMMISSION COMMITTEE BOARD	POSITION	TERM	MEMBERSHIP REQUIREMENTS
Board of Appeals (Building)	• Member (x3) • Alternate Member (x3)	3 Years	The Board shall consist of five (5) members and three (3) alternates. The building official shall be an ex officio member of the Board. Qualifications: 1) A registered design professional in good standing with the applicable licensing board with not less than five years of experience as a registered design professional; 2) Licensed general or specialty contractor in good standing with the Contractors State Licensing Board with not less than five years of experience as a licensed contractor; 3) A certified building inspector or fire inspector with not less than five years of experience as a certified inspector. Members must be residents of or licensed to conduct business in the Ukiah Valley, Redwood Valley, or Potter Valley.
Civil Service Board	• Member – Appointed by Employees • Member – Appointed by Other Two Members	Indefinite	The Civil Service Board shall consist of three (3) members. One shall be appointed by the City Council, one shall be appointed by the employees and one shall be appointed by other two (2) members. The members of the Civil Service Board shall be residents of the City for a continuous period of at least one year immediately preceding appointment to said Board, shall be qualified electors of said City, and shall serve without compensation. No officer or employee of the City shall be appointed to said Board, nor shall any member, while a member of the Board or for a period of one year after he or she has ceased for any reason to be a member, be eligible for appointment to any salaried office or employment in the service of the City or to any City elective office.
Paths, Open Space, and Creeks Commission	• Commissioner – Resident in City Limits	3 Years	Commission shall consist of five (5) members. Three (3) members shall be residents of the City and two (2) may reside outside the City but within the City's Sphere of Influence as established by the Local Agency Formation Commission.

Applications and information can be obtained on the City's website, www.cityofukiah.com on the City Clerk's or Boards and Commissions' page; or via mail, email, or fax by contacting the City Clerk's office at 707-467-5720. Current Commissioners and Members may be eligible for reappointment. For more information, call 707-467-5720.

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

Airport Commission - 5 Members, 3 Year Term

Such Commission shall act in an advisory capacity to the city council in all matters pertaining to the operations of the municipal airport. Such commission shall aid and advise the city manager in the selection of personnel for the operation of the municipal airport in keeping with the provisions of the civil service ordinance. (Ord. 512, Section 4, adopted 1956).

			<u>Date Appointed</u>	<u>Term Expires</u>
Donovan	Albright	Commissioner - County Resident (Doble)	1/4/2017	1/31/2020
Mark	Ashiku	Commissioner - City Resident (Mulheren)	1/4/2017	1/31/2020
Randal S.	Beckler	Commissioner - City Resident (Crane)	10/15/2014	6/30/2017
Eric	Crane	Commissioner - City Resident (Scalmanini)	7/15/2015	6/30/2018
Bill R.	Beard	Commissioner - County Resident (Brown)	6/1/2016	6/30/2019

Board of Appeals - 5 Members/3 Alternates, 3 Year Term

To hear and decide appeals of orders, decisions or determinations by the building official.

			<u>Date Appointed</u>	<u>Term Expires</u>
Lawrence S.	Mitchell	Member (Brown)	6/19/2013	7/31/2019
Gregory	Hoyt	Member (Scalmanini)	10/15/2014	6/30/2017
VACANT		Member	N/A	N/A
VACANT		Member	N/A	N/A
VACANT		Member	N/A	N/A
VACANT		Alternate Member	N/A	N/A
VACANT		Alternate Member	N/A	N/A
VACANT		Alternate Member	N/A	N/A

Civil Service Board - 3 Members, 4 Years to Indefinite Term

Hold hearings and examine witnesses; Set procedures: To hear and decide for the City appeals by employees under §1306.

			<u>Date Appointed</u>	<u>Term Expires</u>
Jim	Andersen	Member - Appointed by Council	3/19/2014	Indefinite
VACANT		Member - Appointed by Other Two Members	N/A	Indefinite
VACANT		Member - Appointed by Employees	N/A	Indefinite

Demolition Permit Review Committee - 5 Members, 2 Year Term

The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.

			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	Director of Public Works/City Engineer or assigned designee	N/A	N/A
Kevin	Thompson	Director of Planning and Community Development or assigned	N/A	N/A
David	Willoughby	Building Inspector or assigned designee	N/A	N/A
Paul	Poulos	A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian (Crane)	4/6/2016	4/6/2019
Estok	Menton	A City of Ukiah resident with expertise in architecture, building, or closely related field (Scalmanini)	4/6/2016	4/6/2019

Design Review Board - 5 Members, 4 Year Term Coinciding with Appointing Councilmember

It shall be the function and duty of the Design Review Board to review proposed site development permit applications, planned development applications and precise development plans, work with staff and the applicants to ensure design consistency with the Ukiah General Plan, Zoning Code, and Design Review Guidelines, and make recommendations concerning architecture, site design layout, landscaping, parking, signage, exterior lighting, and other aspects of urban design to city staff, Zoning Administrator, Planning Commission and City Council as appropriate.

			<u>Date Appointed</u>	<u>Term Expires</u>
Howell	Hawkes	Member - City Resident/Property or Business Owner (Brown)	12/17/2014	12/31/2018
Colin	Morrow	Member - City Resident/Property or Business Owner (Mulheren)	12/17/2014	12/31/2018
Tom	Liden	Member - City Resident/Property or Business Owner (Doble)	12/17/2014	12/31/2018
Alan	Nicholson	Member - Community at Large (Rodin/Scalmanini)	4/5/2017	12/31/2020
Thomas	Hise	Member - Community at Large (Crane)	4/5/2017	12/31/2020

(Coincides with
Appointing
Councilmember)

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

Investment Oversight Committee

1. Conduct comprehensive review of the City's investment activities to ensure regulations are adhered to and adopted strategies are appropriate and being followed. 2. Review annual audit of investments. 3. Review policy, investment strategies, and investment performances. 4. Develop long range planning for the City's investment portfolio. 5. Receive and review monthly portfolio reports and quarterly performance reports from Advisory firm. 6. Report its findings and make recommendations as needed to the City Council.

			<u>Date Appointed</u>	<u>Term Expires</u>
Allen	Carter	City Treasurer	N/A	N/A
Sage	Sangiacomo	City Manager	N/A	N/A
Dan	Buffalo	Director of Finance	N/A	N/A
Monte	Hill	Public Member (Baldwin)	10/17/2012	Indefinite
Douglas F.	Crane	City Councilmember	N/A	N/A

Measure P Oversight Committee

Every two years after the Effective Date of Ordinance No. 1149, extending the Measure S sales tax, the City Council shall appoint five people to an "Oversight Committee" the only function of which shall be to review the City's budget for public safety services and the expenditure of the revenues so budgeted. The persons appointed to the Oversight Committee should represent a broad range of interests in the City, including such interests as business owners, ethnic minorities, (1) Ukiah City firefighter, (1) Ukiah City peace officer, homeowners and tenants. The City Manager shall provide the Oversight Committee with any information it requests which is not exempt from disclosure under the California Public Records Act and shall assist it in organizing and analyzing the information so provided. The Oversight Committee must prepare a written report which shall be presented to the City Council at a noticed public hearing and which shall be available to the general public for not less than 10 calendar days prior to the scheduled hearing date. The report shall contain an analysis of the level and types of service provided by the City's police department and fire department or other arrangement approved by the City Council, the revenues and expenditures of the designated fund or account. It shall also make recommendations concerning the future use of these funds and levels and types of service. The Oversight Committee shall dissolve after it files its report with the City Council, until a new Oversight Committee is appointed for the next two year review.

			<u>Date Appointed</u>	<u>Term Expires</u>
Eric	Singleton	Member - Ukiah City Firefighter	<u>4/5/2017</u>	4/5/2019
Noble	Waidelich	Member - Ukiah City Peace Officer	<u>4/5/2017</u>	4/5/2019
Edward	Eversole	Member - At-Large	<u>4/5/2017</u>	4/5/2019
Julia	Siderakis	Member - At-Large	<u>4/5/2017</u>	4/5/2019
Steve	Oliveria	Member - At-Large	<u>4/5/2017</u>	4/5/2019

Parks, Recreation, & Golf Commission - 5 Members, 3 Year Term

The Commission shall have the power and duty to recommend and advise on: A) Policies to be adopted and enforced for the operation, use and management of all recreation activities and facilities, parks, and parkways. B) Policies for the planning of recreation and parks programs for the inhabitants of the city, promote and stimulate public interest therein, and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public or private agencies interested therein. C) Policies for the acquisition, development and improvement of parks, playgrounds and facilities for recreation.

			<u>Date Appointed</u>	<u>Term Expires</u>
Susan	Knopf	Commissioner - At Large, City Resident (Brown)	7/20/2016	7/31/2019
Faye	Hefte	Commissioner - At Large, City Resident (Landis)	10/15/2014	6/30/2017
Vicki	Bitonti-Brown	Commissioner - At Large, City Resident (Scalmanini)	8/19/2015	8/19/2018
Henry	Sadowski	Commissioner - At Large, County Resident (Thomas)	10/15/2014	6/30/2017
Alan	Nicholson	Commissioner - At Large, County Resident (Crane)	6/17/2015	6/30/2018

Paths, Open Space, & Creeks Commission - 5 Members, 3 Year Term

The Commission shall have the power and duty to recommend and advise regarding: A) Efficient implementation of the Open Space and Conservation Element of the Ukiah General Plan. B) Efficient implementation of the pathway sections of the Transportation Element of the Ukiah General Plan. C) Procedure and funding mechanisms for acquisition, preservation, and effective stewardship of City paths, open space, and creeks.

			<u>Date Appointed</u>	<u>Term Expires</u>
Christopher J.	Watt	Commissioner - Resident in City Sphere of Influence (Mulheren)	7/20/2016	7/31/2019
Megan Elliott	Parker	Commissioner - Resident in City Sphere of Influence (Scalmanini)	8/5/2015	8/5/2018
Dan W.	Holbrook	Commissioner - Resident in City Limits (Thomas)	10/15/2014	6/30/2017
Beth	Lang	Commissioner - Resident in City Limits (Brown)	8/19/2015	8/19/2018
VACANT		Commissioner - Resident in City Limits (Crane)	N/A	N/A

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

Planning Commission - 5 Members, 4 Year Term Coinciding with Appointing Councilmember

It shall be the function and duty of the Planning Commission to prepare, make and adopt, subject to the provisions of law, a master plan for the physical development of the city, and of any land situated outside the boundaries thereof which in the Commission's judgement bears relation to the planning thereof. The Commission may appoint officers and employees and contract for services, subject to the provisions of law, provided that all expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the City Council.

(Coincides with
Appointing
Councilmember)

			<u>Date Appointed</u>	<u>Term Expires</u>
Laura	Christensen	Commissioner (Mulheren)	12/17/2014	December, 2018
Christopher	Watt	Commissioner (Doble)	12/17/2014	December, 2018
Mark	Hilliker	Commissioner (Brown)	12/17/2014	December, 2018
Michael L.	Whetzel	Commissioner (Crane)	4/5/2017	December, 2020
Linda	Sanders	Commissioner (Scalmanini)	4/5/2017	December, 2020

Traffic Engineering Committee - Indefinite Term

To determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering and traffic investigations of traffic conditions and to cooperate with other City officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by ordinances of the City.

			<u>Date Appointed</u>	<u>Term Expires</u>
Carla	Meyer	Mendocino Transit Authority Representative	N/A	Indefinite
Kevin	Thompson	Planning Director Representative	N/A	Indefinite
Ben	Kageyama	City Manager Representative	N/A	Indefinite
Tim	Eriksen	Public Works Director / City Engineer	N/A	Indefinite
Sean	Kaeser	Chief of Police Representative	N/A	Indefinite
Darin	Malugani	Superintendent of Public Works Representative	N/A	Indefinite
John	Lampi	Public Member (Rodin)	7/19/2006	Indefinite
Donald Keith	Hewett	Public Member (Crane)	6/1/2016	Indefinite
Neil	Davis	Active Transportation Representative (Scalmanini)	9/7/2016	Indefinite

**CITY OF UKIAH
AIRPORT COMMISSION APPLICATION FOR APPOINTMENT**

**A. General Information**

Full Name	Randal S. Beckler			Date	6/30/2017		
Residence Address (Physical Address, not PO)	REDACTED			Ukiah Ca. 95482			
Mailing Address (if different from above)							
Home Phone	(707) REDACTED			Work Phone	(707) 468-3955		
Email	REDACTED			Cell Phone	REDACTED		
Employer	PG&E						
Job Title/Position	Electric Construction Supervisor				Employed Since	1985	
How long have you resided in:	Ukiah?	31	Mendocino County?	31	California?	31	
Please list community groups or organizations you are affiliated with and list any offices held.	City of Ukiah Airport Commissioner, Mendocino County Airport Land Use Commission, B.S.A. Yokayo District Commissioner, Elder for First Presbyterian Church of Ukiah, Humboldt Division Grassroot Safety Committee Coach, Aircraft Owners and Pilots Association						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Airport Commission?
2. What is your understanding of the purpose, role, and responsibility of the Airport Commission?
3. What do you believe are the three most important Airport related issues facing our community and why?
4. In your opinion, what type of Airport programs or Airport development should the City encourage?
5. In your opinion, what type of Airport programs or Airport development should the City discourage?
6. What kind of ideal community do you envision for Ukiah?
7. Do you have any known projects or conflict of interest related to this Commission (business and/or personal)?
8. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Airport Commission?
9. Are there any other City of Ukiah Committees/Commissions in which you are interested and on

REDACTED

Signature of Applicant

Date

6/30/2017

Thank you for your interest in serving your community and the City of Ukiah. This position is open until Filled.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

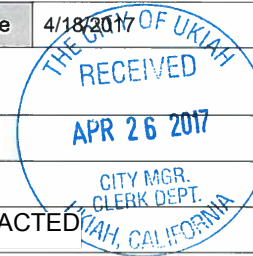
Ukiah Airport Commissioner Application

1. Why are you applying to serve on the City of Ukiah's Airport Commission?
 - I believe that citizenship in a community carries a duty to participate in and to be of service.
2. What is your understanding of the purpose, role, and responsibility of the Airport Commission?
 - To act as an advisory committee to the City Council so they can make informed decisions pertaining to the airport's management, development, and maintenance
3. What do you believe are the three most Important Airport related issues facing our community and why?
 - Having a vision of how to develop the airport that enhances the unique asset that it brings to our community.
 - Being diligent at allowing land uses next to the airport that add value and do not create unsafe conditions for its continued operation.
 - Promoting awareness in our community of how significant an airport is to a community and the benefits it brings.
4. In my opinion what type of Airport programs or Airport development should the city encourage?
 - Development should be mutually beneficial and in no way hinder the current or future safe operation of the airport.
5. In my opinion what type of Airport programs or Airport development should the city discourage?
 - Developments that are not conducive to the safe operation of the airport or that add no value to aviation
6. What kind of Ideal community do I envision for Ukiah?
 - A safe community where families can be raised, and where there are opportunities for growth and education.
7. Do I have any known projects or conflict of interest related to this Commission?
 - No
8. How do I believe my own skills, experience, expertise and perspectives will be beneficial to the work of the Airport Commission?
 - I believe that my knowledge of construction and as a supervisor will be an asset to the commission, along with experience of working with budgets and on committees. I also have a vested interest in aviation as a pilot, and aircraft owner
9. Are there any other City of Ukiah Committees/Commissions in which am interested and on which I am interested in serving. Not
 - Not at this time
10. What do you believe is the single most Important Airport related Issue facing our community? And Why?
 - Realizing the benefits that the Airport brings to our community and taking advantage of them.

**CITY OF UKIAH
PARKS, RECREATION & GOLF COMMISSION APPLICATION FOR APPOINTMENT**

A. General Information

Full Name	Faye Hefte			Date	4/18/2017	
Residence Address (Physical Address, not PO)	REDACTED					
Mailing Address (if different from above)						
Home Phone	(707) REDACTED			Work Phone	()	
Email	REDACTED			Cell Phone	REDACTED	
Employer	Retired					
Business Address						
Job Title/Position					Employed Since	
How long have you resided in:	Ukiah?	10 years	Mendocino County?	48 years	California?	48 years
Please list community groups or organizations you are affiliated with and list any offices held.	Ukiah Women's Golf Club – Handicap Pacific Women's Golf Association – Area Director, Vice President, President					



B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?
2. What is your understanding of the purpose, role and responsibility of the Parks, Recreation and Golf Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?
4. What do you believe is the single most important parks, recreation, and golf issue facing our community? And why?
5. In your opinion what type or types of parks development or recreational and golf programs should the City encourage?
6. In your opinion what type or types of parks development or recreational and golf programs should the City discourage?
7. What kind of ideal community do you envision for Ukiah?
8. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?
REDACTED

Signature of Applicant

Date

4-24-17

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

B-1 Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?

I have an interest in what happens to the golf course and because I have grandchildren who use the parks regularly I also care about what happens to the parks.

B-2 What is your understanding of the purpose, role and responsibility of the Parks, Recreation and Golf Commission?

The responsibility of the Commission is to provide input and advice regarding the use of the parks and golf course facilities. To give input to maintain a level of use for all of the community.

B-3 How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?

I have previously served on the Parks, Recreation and Golf Commission as a member from the Ladies Golf Club and as a member at large prior to 2003. As a member of the community for 50+ years and the golfing community for 25+ years I care what happens to our parks and golf course. I have grandchildren who use and love the park system in Ukiah.

When I resigned from my position on the Commission it was because I had taken a position with Pacific Women's Golf Association and time wise there was a conflict. I served as Redwood Area Director for 2 years and our area was from the Oregon border to the Golden Gate Bridge with 36+/- clubs. I then went on to serve 1 year as Vice President and then 1 year as President. Our Association has 10,000+/- members. I have also served in elected offices of our local Ukiah golf club.

B-4 What do you believe is the single most important parks, recreation and golf issue facing our community? And why?

I believe the most important issue for Parks, Recreation and Golf is to maintain the current level of usage and availability for the community. I would not encourage new programs that would burden the community financially at this time.

B-5 In your opinion what type or types of parks development or recreational and golf programs should the city encourage?

As I stated above, I believe it is the commission's responsibility to aid in striving to maintain at least the current level of recreation in the parks so that they can be enjoyed by all of the community. I believe that Ukiah has great recreation and golf programs for all ages of the Community.

B-6 In your opinion what type or types of parks development or recreational and golf programs should the city discourage?

The City is very diligent in securing grants for park projects. I approve of this option for park development.

B-7 What kind of ideal community do you envision for Ukiah?

I envision for the community a place where people can have use of the parks and recreation programs at a reasonable fee along with the golf course so that all members of the community are able to participate in whatever activity they choose.

B-8 Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

It would depend on what Committee/Commissions are available.

CITY OF UKIAH
PARKS, RECREATION & GOLF COMMISSION APPLICATION FOR APPOINTMENT



A. General Information

Full Name	John Johns			Date	5/6/17		
Residence Address (Physical Address, not PO)	REDACTED			Ukiah CA 95482			
Mailing Address (if different from above)	Same						
Home Phone	(707)	REDACTED		Work Phone	()		
Email	REDACTED			Cell Phone	()		
Employer	Volunteer/Retired						
Business Address	n/a						
Job Title/Position	n/a			Employed Since	n/a		
How long have you resided in:	Ukiah?	21	Mendocino County?	38	California?	60	
Please list community groups or organizations you are affiliated with and list any offices held.	Veterans Garden/Community Garden Project* Mendocino County Farmer's Market *Manager of Veteran's Garden						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?
2. What is your understanding of the purpose, role and responsibility of the Parks, Recreation and Golf Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?
4. What do you believe is the single most important parks, recreation, and golf issue facing our community? And why?
5. In your opinion what type or types of parks development or recreational and golf programs should the City encourage?
6. In your opinion what type or types of parks development or recreational and golf programs should the City discourage?
7. What kind of ideal community do you envision for Ukiah?
8. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

REDACTED

Signature of Applicant

Date 5/6/2017

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

1. Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?

I have always felt that it is an obligation of community residents to assist with the upkeep and management of the city infrastructure. I have always been interested in knowing how things work, and the best way to learn is be involved. I am an advocate for community participation, and feel it is essential for residents to be vocal about how things happen where they live.

2. What is your understanding of the purpose, role and responsibility of the parks, Recreation and Golf Commission?

The commission is the advisory entity to City Council in the area of recreational activities and facilities, parks and parkways. They assist in the facilitation of decisions made around policies that affect the public's recreational interests.

3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?

I have had a variety of communication, marketing, and graphics occupations, and have knowledge of landscape design and development. I owned and operated a local retail sign business, which got me involved with the Greater Ukiah Chamber of Commerce and the Ukiah Main Street program. I worked with the 'Be Local' campaign for years, and spent multiple Wednesday nights in the chamber hall. I have been involved in the local agriculture industry, most recently facilitating the operation of the Ukiah Veterans Garden network, and I served as a member of the Operating Committee for the Farmer's Markets Association.

4. What do you believe is the single most important parks, recreation, and golf issue facing our community? And why?

I believe the biggest responsibility is the safety of residents and visitors while using recreational facilities. Recreational facilities have the potential of being hazardous, which makes it necessary to ensure ongoing safe use of the amenities already available, as well as any future developments.

5. In your opinion what type or types of parks development or recreational and golf programs should the city encourage?

Additional aquatic parks and activities; educational and scientific facilities geared toward local youth; activities centered around youth cyclists; and the ongoing support of community gardens for special interest groups and local youth.

6. In your opinion what type or types of parks development or recreational and golf programs should the City discourage?

I would like to encourage the use of alternatively powered means of transportation in and around our parks, recreational, and golf facilities in place of petroleum-fueled motor vehicles.

7. What kind of ideal community do you envision for Ukiah?

My vision for Ukiah is to eliminate all petroleum-fueled vehicles in the valley and replace them with alternative energy transportation, in an effort to reduce noise and air pollution. I would also like to see solar and wind energy used to power the City electrical grid in an effort to remove the dependence of external sources of energy. It would be nice to see a higher percentage of food and other resources come from local sources to promote self-sustainability.

8. Are there any other City of Ukiah Committee/Commissions in which you are interested and on which you would be willing to serve?

Any and all other Committees or Commission appeal to me, including but not limited to: the Airport Commission; Demolition Review Committee; Measure P Oversight Committee; Paths, Open Space, and Creeks Commission; Planning Commission; and/or the Traffic Engineering Committee.

**CITY OF UKIAH
PARKS, RECREATION & GOLF COMMISSION APPLICATION FOR APPOINTMENT**

A. General Information

Full Name	Henry T. Sadowski			Date	4/18/2017		
Residence Address (Physical Address, not PO)	REDACTED			Ukiah, CA 95482			
Mailing Address (if different from above)							
Home Phone	(707)	REDACTED		Work Phone	(707)	468-1300	
Email	henrysadowski@tutoringcenter.com			Cell Phone	()		
Employer	Business Owner – The Tutoring Center						
Business Address	307 N State Street, Ukiah, CA 95482						
Job Title/Position	Director/Owner			Employed Since	Owned since 2009		
How long have you resided in:	Ukiah?	13 years	Mendocino County?	17 years	California?	17 years	
Please list community groups or organizations you are affiliated with and list any offices held.	Rotary						



B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?
2. What is your understanding of the purpose, role and responsibility of the Parks, Recreation and Golf Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?
4. What do you believe is the single most important parks, recreation, and golf issue facing our community? And why?
5. In your opinion what type or types of parks development or recreational and golf programs should the City encourage?
6. In your opinion what type or types of parks development or recreational and golf programs should the City discourage?
7. What kind of ideal community do you envision for Ukiah?
8. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant

Date

4-18-17

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

CITY OF UKIAH
PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT

A. General Information

Full Name	GINEVERA K. CHANDLER		Date	6/16/2017	
Residence Address (Physical Address, not PO)	REDACTED		UKIAH, CA 95482		
Mailing Address (if different from above)					
Home Phone	(707) REDACTED	Work Phone	(707) 468-9271		
Email	REDACTED		Cell Phone	REDACTED	
Employer	contract attorney - Duncan Jones				
Business Address	445 N. STATE ST., UKIAH, CA 95482				
Job Title/Position	contract attorney		Employed Since	2015	
How long have you resided in:	Ukiah?	2001	Mendocino County?	2001	California?
					1977
Please list community groups or organizations you are affiliated with and list any offices held.	KIWANIS Club of UKIAH - Secretary UKIAH VALLEY TRAIL Group - member				

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

REDACTED

Signature of Applicant

Date

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.



CITY OF UKIAH

PATHS, OPEN SPACE, AND CREEKS COMMISSION

APPLICATION QUESTIONS

1. I strongly believe in volunteer and public service. The opportunity to serve on the Paths, Open Space, and Creek Commission is a way to serve my community. Having worked as a public agency attorney, I know the value of citizen participation in government and would like to have the opportunity to serve the City of Ukiah. Because I have a recreational background and a background in natural resource issues, I believe I could bring good experience and perspective to the Commission.
2. The Paths, Open Space, and Creek Commission advises the City Council and staff on how to implement the open space element of the City's general plan. That implementation includes the development of paths, trails, open space and creek protection within the City. The Commission is advisory; however it has the ability to shape policy through its recommendations.
3. I have lived in the City of Ukiah since 2001. I am active in walking, hiking, bicycling and use the bike lanes and paths, trails and sidewalks in and around Ukiah on a daily basis. I care deeply about the quality of life Ukiah provides for its residents. Every resident and every visitor to Ukiah deserves safe places to walk and bicycle, open spaces to visit or just view, and green belts to offset pavement and buildings. I would like to serve on the Paths, Open Space, and Creeks Commission because I believe my professional and volunteer experience would provide value to the Commission. I served as a land use attorney for Humboldt County and spent eight years as the chief counsel for CAL FIRE. One of my duties at CAL FIRE was to counsel staff on balancing recreational uses in the state demonstration forests with ongoing forest management activities. As a volunteer, I have built trails around Ukiah and in the Sierra foothills. I have also worked with different stakeholders in some very contentious natural resource issues. That experience is valuable in sifting through the differing perspectives on trails, open space and creek restoration between the need for public use and the protection of private property rights.
4. The City needs to be proactive in promoting ease of travel throughout the City for non-motorized traffic. The new bike path is a start and the City needs to build more multi-use travel corridors. Because of the intense summer heat in the City, the City needs to promote green spaces including more tree planting, and canopy cover for City creeks. Many of the City's natural watercourses have been channeled into underground drainage. Restoration of those where restoration will not negatively impact flood protection should be promoted. As the county's revenue basis shifts toward increasing tourism, multi-use trails in and around the City should be constructed and promoted. Increasingly, the City has recreational visitors who are looking for walking, hiking and bicycling trails. Green spaces and open spaces are visually appealing both to residents and visitors.
5. I envision a City community where people of modest means can use and enjoy the public spaces and travel safely across the City. I envision integration of paths and bike lanes and trails to provide both necessary transportation but also recreational opportunities for residents and visitors. Ideally, the City

would have much more green, especially shade trees on all streets, not just residential and minor street corridors. I would like to see the City centralize, rather than decentralize, retail shopping and screen the big box retailers from Highway 101 to increase the curb appeal of the City.

6. I am not aware of any conflict of interest I have through my work as a private attorney that would impact my ability to serve on the Commission. I am a contract attorney for Duncan James, who represents the Sanitation District. However, I am not involved in that matter nor do I think that matter would impact my ability to serve on the Commission.

7. I have a strong interest in recreation so the Parks and Recreation Commission would interest me.

CITY OF UKIAH
PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT

A. General Information

Full Name	Dan Holbrook				Date	June 30, 2017	
Residence Address (Physical Address, not PO)	REDACTED Ukiah, CA 95482						
Mailing Address (if different from above)							
Home Phone	(707)	REDACTED			Work Phone	() N/A	
Email	REDACTED				Cell Phone	REDACTED	
Employer	N/A						
Business Address	N/A						
Job Title/Position	Retired teacher				Employed Since	N/A	
How long have you resided in:	Ukiah?	15 years	Mendocino County?	38 years	California?	38 years	
Please list community groups or organizations you are affiliated with and list any offices held.	Ukiah Valley Trails Group, Friends of Low Gap Park, POSCC						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?
REDACTED

Signature of Applicant

June 30, 2017

Date

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.



Dan Holbrook
1158 Maple Avenue
Ukiah, CA 95482
707 467 9116, cell 707 478 7272
email: dwh1olaid@gmail.com

June 30, 2017

City of Ukiah, Clerk's Office

Application: **PATHS, OPEN SPACE, AND CREEKS COMMISSION**

1. I am applying for a ^{third} second term on POSCC because I now have the time and perspective to help move this Commission forward.
2. In my mind, the goal of POSCC is to make greater Ukiah a healthier, happier, and more sustainable community. The members of the Commission, working with City staff and Council, should sustain current resources and find creative ways to improve the overall quality of life for the community.
3. Since I served three years after POSCC was first formed, I am well aware of its scope and responsibility. During my one year rotation as chairperson, our commission made the initial proposal to convert Western Hills property into the City View Trail and worked with the Ukiah Trails Group to make it happen. We also provided detailed input on what was to become the River Park and the development of the Brush Street Triangle. I believe I maintained a positive and productive relationship with City staff, especially Charlie Stump, and fellow commission members. During the past two years I have been a volunteer trail builder for the Ukiah Trails Group and served an additional term as a POSCC member.
4. As a retired teacher of science (biology, ecology, chemistry, physics, health) my primary focus is on outdoor education and health. The City should focus on programs that get folks outside and active in a safe and pleasing environment: more and better open space, trails, bike routes, and healthy creeks. I believe it is important to use the City View Trail and local creeks as educational labs for local schools. I am willing to help develop curriculum and field trips with volunteers from schools, the Audubon Society, the Redwood Valley Outdoor Education Center, and the Ukiah Trails Group.

Dan Holbrook
1158 Maple Avenue
Ukiah, CA 95482
707 467 9116, cell 707 478 7272
email: dwh1olaid@gmail.com

5. Again, an ideal community would encourage its citizens to be outside and active in a safe and pleasing environment with ample open space, trails, bike routes, and healthy creeks. These attributes contribute to a desirable place to live and, in the long run, help provide economic vitality and security.

6. I have no known conflicts of interest.

7. The Paths, Open Space, and Creeks Commission is a good match for my skill set and my only volunteer interest.

CITY OF UKIAH
PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT

A. General Information

Full Name	<i>Robert Clark</i>		Date	<i>7-16-17</i>		
Residence Address (Physical Address, not PO)	REDACTED <i>Ukiah</i>					
Mailing Address (if different from above)	<i>Same</i>					
Home Phone	<i>(707)</i>	REDACTED	Work Phone	()		
Email	REDACTED <i>@pacifi.net</i>		Cell Phone	()		
Employer	<i>Self Employed</i>					
Business Address	<i>536 N. School St</i>					
Job Title/Position	<i>Owner</i>		Employed Since	<i>1976</i>		
How long have you resided in:	Ukiah?	<i>15</i>	Mendocino County?	<i>45</i>	California?	<i>47</i>
Please list community groups or organizations you are affiliated with and list any offices held.						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?
REDACTED

Signature of Applicant

Date

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.



APPLICATION FOR THE PATHS, OPEN SPACE AND CREEKS COMMISSION

1 - I wish to serve of the POSC Commission because I am interested in paths, open space and creeks as a user of these natural resources in our community. I walk the paths in Ukiah on a daily basis and would like to see these paths maintained and extended.

2 – The role of the commission is to study and advise the city council on the status of our paths, open spaces and creeks.

3 – As well as a user of paths, open spaces and creeks, I am a General Contractor in this community and have experience in construction and site development. I am a member of the Ukiah Valley Trail Group and have helped with the construction of many of their projects. I have also served the Advisory Committee to the Redevelopment Commission for the City of Ukiah.

4 – The City of Ukiah should encourage and support the construction of more walking paths in the City and the surrounding areas.

5 – A community with paths, open space and creeks that are accessible to all of our residences.

6 – No

7 - No



CITY OF UKIAH MEMORANDUM

Date: July 3, 2017
To: Ashley Cocco, Deputy City Clerk
From: Kevin Doble, Vice Mayor
Subject: Nomination for Parks, Recreation, and Golf Commission

I nominate Faye Hefte for the Parks, Recreation, and Golf Commission as a *Commissioner - At Large, City Resident*, to be considered at the August 2, 2017, Regular City Council meeting.

Signature 



CITY OF UKIAH MEMORANDUM

Date: July 19, 2017
To: Ashley Cocco, Deputy City Clerk
From: Douglas F. Crane, Councilmember
Subject: Nominations for Airport Commission and Paths, Open Space, and Creeks Commission

I nominate Randall S. Beckler for the Airport Commission as a *Commissioner – City Resident*, and Ginevra K. Chandler for the Paths, Open Space, and Creeks Commission as a *Commissioner - Resident in City Limits*, both nominations to be considered at the August 2, 2017, Regular City Council meeting.

Signature 



CITY OF UKIAH MEMORANDUM

Date: July 27, 2017
To: Ashley Cocco, Deputy City Clerk
From: Stephen G. Scalmanini, Councilmember
Subject: Nomination for Paths, Open Space, and Creeks Commission

I nominate Dan Holbrook for the Paths, Open Space, and Creeks Commission as a *Commissioner - Resident in City Limits*, to be considered at the August 2, 2017, Regular City Council meeting.

Signature Stephen G. Scalmanini

RESOLUTION NO. 2017-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ACCEPTING THE NOMINATIONS AND MAKING APPOINTMENTS TO THE AIRPORT COMMISSION; THE PARKS, RECREATION, AND GOLF COMMISSION; AND THE PATHS, OPEN SPACE, AND CREEKS COMMISSION**

WHEREAS, the vacancies for City Boards and Commissions are noticed annually in the Ukiah Daily Journal; and were last noticed on July, 1, 2017; and were last posted on April 17, 2017, on the City's website, in the glass cabinet on front of the Civic Center, in the Ukiah County Library, in the public view binder, and in the City Clerk's office; and

WHEREAS, there is currently one vacancy on the Airport Commission; two vacancies on the Parks, Recreation and Golf Commission; and two vacancies on the Paths, Open Space, and Creeks Commission; and

WHEREAS, Randall S. Beckler requests reappointment to the Airport Commission as a Commissioner – City Resident; Faye Hefte requests reappointment to the Parks, Recreation, and Golf Commission as a Commissioner – At Large, City Resident; _____ requests appointment to the Parks, Recreation and Golf Commission as a Commissioner – At Large, County Resident; Ginevra K. Chandler requests appointment to the Paths, Open Space and Creeks Commission as a Commissioner – Resident in City Limits; Dan Holbrook requests reappointment to the Paths, Open Space and Creeks Commission as a Commissioner – Resident in City Limits; and

WHEREAS, the City Clerk's office has received written notification from Councilmember Crane nominating Randall S. Beckler and Ginevra K. Chandler; and

WHEREAS, the City Clerk's office has received written notification from Vice Mayor Doble nominating Faye Hefte; and

WHEREAS, the City Clerk's office has received written notification from Councilmember Scalmanini nominating Dan Holbrook; and

WHEREAS, Councilmember Mulheren nominated _____ at the August 2, 2017, Regular City Council meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council approved the nominations submitted per procedures outlined Resolution 2014-48 and does hereby appoint the following persons and terms:

BOARD/ COMMISSION	NAME	POSITION	NOMINATED BY COUNCILMEMBER	TERM ENDING
Airport Commission	Randall S. Beckler – incumbent	Commissioner – City Resident (Crane)	Crane	6/30/2020
Parks, Recreation, and Golf Commission	Faye Hefte – incumbent	Commissioner - At Large, City Resident (Landis)	Doble	6/30/2020
Parks, Recreation, and Golf Commission		Commissioner - At Large, County Resident (Thomas)	Mulheren	6/30/2020
Paths, Open Space, and Creeks Commission	Ginevra K. Chandler	Commissioner - Resident in City Limits (Crane)	Crane	6/30/2020
Paths, Open Space, and Creeks Commission	Dan Holbrook – incumbent	Commissioner - Resident in City Limits (Thomas)	Scalmanini	6/30/2020

PASSED AND ADOPTED this 2nd day of August, 2017, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute Agreement(s) for Temporary Building Inspection Services with up to Five Building Inspection Services Firms.

DEPARTMENT: Community Development and Planning

PREPARED BY: Craig Schlatter

ATTACHMENTS:

Summary: City Council consideration of authorizing City Manager to negotiate and execute agreement(s) with up to five selected Building Inspection Services firms.

Background: The City of Ukiah's Building Official has resigned, and the City is in need of building inspection and plan check services. A Request for Proposals (RFP) for temporary building inspection services, including plan check services, was issued June 19, 2017. Proposals were due by July 17th. To provide the maximum amount of flexibility, the City's RFP stipulated an award to up to the maximum number of firms that submitted proposals.

The City has received five proposals in response to its RFP. Council is requested to authorize the City Manager to negotiate and execute an agreement, or agreements, with up to five of the building services firms.

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute agreement(s) with selected building services firms.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$25,000; 100233.52100

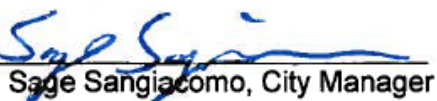
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: General Fund; Community Development and Planning Department

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: As the Northern California housing market accelerates, there has been increased demand for building officials and building inspectors. There are open positions in several jurisdictions in Lake, Mendocino, and Sonoma Counties. Vacancies in many jurisdictions plus increased demand for those services have strained the capacity of local building inspection services firms, including the two companies the City of Ukiah has contracted with during the last five years. As of July 26th, the City of Ukiah was receiving building services two days per week. Principals at the two building inspection services firms the City has contracted with have stated a likelihood of reducing their time further due to the significant demand for their services.

Building inspection services and plan check services are vital for local Ukiah contractors and our community. Because of the urgency of providing these services, Staff is recommending City Council authorize the City Manager to negotiate and execute agreements with up to five of the RFP respondents.

The Department is currently evaluating the respondents and will present recommendations at the meeting for consideration.