



City Council Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
September 20, 2017 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [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.

[UVSD Litigation Update Box Files location](#)

[Attachment #23 - UVSD Press Release 8-18-19](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Minutes of September 6, 2017.](#)

Recommended Action: Approve Minutes of September 6, 2017, as submitted.

[Attachment 1 - Minutes of September 6, 2017](#)

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. [Report of Disbursements for the Month of August 2017.](#)
Recommended Action: Approve the Report of Disbursements for the month of August 2017.
[Attachment 1 - August 2017 Summary of Disbursements](#)
[Attachment 2 - Account Codes](#)
[Attachment 3 - Object Codes](#)
[Attachment 4 - August 2017 Summary of Disbursements](#)
- 7.b. [Authorize the Director of Public Works / City Engineer to Remit Payment in the Amount of \\$33,000 to the State Water Resources Control Board for the Administrative Civil Liability Complaint #2017-0030 for the Wastewater Treatment Plant.](#)
Recommended Action: Authorize the Director of Public Works / City Engineer to remit payment in the amount of \$33,000 to the State Water Resources Control Board for the Administrative Civil Liability Complaint #2017-0030 for the Wastewater Treatment Plant.
[Attachment 1 - Administrative Civil Liability Correspondence \(Corrected attachment title 9-18-17\)](#)
- 7.c. [Adoption of Resolution Authorizing Investment of Monies in the Local Agency Investment Fund.](#)
Recommended Action: Pass and adopt the resolution continuing the use of the Local Agency Investment Fund (LAIF) for funds held by the City of Ukiah.
[Attachment 1 - Proposed Resolution](#)
- 7.d. [Notification of Agency Shop Provision for Inclusion in the Administrative and Maintenance Unit Memorandum of Understanding.](#)
Recommended Action: No action required
None
- 7.e. [Adoption of Resolution and Associate Membership Agreement Authorizing the City of Ukiah to Participate in the Figtree Property Assessed Clean Energy \(PACE\) Program.](#)
Recommended Action: Adopt Resolution and Associate Membership Agreement authorizing the City of Ukiah to participate in the Figtree Property Assessed Clean Energy (PACE) Program.
[Attachment 1 - Proposed Resolution](#)
[Attachment 2 - Associate Membership Agreement Ukiah](#)
- 7.f. [Approval of Acquisition of Professional Services from Pacific EcoRisk in the Amount of \\$24,112 for Annual Wastewater Testing Services for the Wastewater Treatment Plant.](#)
Recommended Action: Approve acquisition of Professional Services from Pacific EcoRisk in the amount of \$24,112 for Annual Wastewater Testing Services for the Wastewater Treatment Plant.
[Attachment 1 - Ukiah NPDES Quote 2017](#)
- 7.g. [Approval of Acquisition of Professional Services from Alpha Laboratories in the Amount of \\$22,782 for Annual Wastewater Testing Services at the Wastewater Treatment Plant.](#)
Recommended Action: Approval of acquisition of Professional Services from Alpha Laboratories in the amount of \$22,782 for annual Wastewater Testing Services at the Wastewater Treatment Plant.
[Attachment 1 - Alpha Analytical Service Quotations](#)

- 7.h. Notification to City Council of the Purchase of Power Quality and Monitoring Equipment to Power Monitors, Inc. for the Electricity Utility Department (EUD) in the Total Amount of \$23,651.21.

Recommended Action: Receive report on the purchase of power quality and monitoring equipment to Power Monitors, Inc. in the amount of \$26,651.21.
None

- 7.i. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$13,786.40 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$13,786.40 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.
None

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. Receive Report Regarding One-time Review of Ordinance for Development and Operating Standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Recommended Action: Receive report from Staff.
Attachment 1 - Ordinance No. 1167 - Development and Operating Standards

- 12.b. Waive Minor Bid Irregularity and Award Contract for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the Amount of \$136,098.40.

Recommended Action: Waive minor bid irregularity and award contract for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the amount of \$136,098.40.

Attachment 1 - Bid Results - Spec 17-10 Slurry Seal
Attachment 2 - Bid - Slurry Seal - California Pavement Maintenance Co.
Attachment 3 - Spec 17-10 Slurry Seal Plan Shts

Attachment 4 - Spec 17-10 Slurry Seal

12.c. [Review of Local Preference Purchasing Policy.](#)

Recommended Action: Receive report, and decide whether or not to continue the policy.

[Attachment 1 - Resolution 2016-50](#)

[Attachment 2 - Local Preference Tracking](#)

12.d. [Receive a Status Report and Consider Possible Action Regarding the County of Mendocino's Emergency Medical Services \(EMS\) Requests for Proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services.](#)

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

[Attachment 1 - 03-02-16 EOA Letter to County](#)

[Attachment 2 - MC 09-19-17 EOA](#)

13 NEW BUSINESS

13.a. [Award Purchase of One New Trimble S5 3" Robotic Total Survey Station with Field Accessories to California Surveying Drafting Supply \(CSDS\) for Public Works Engineering in the Total Amount of \\$31,219.53 Including Tax and Delivery Charges and Approval of Budget Amendment.](#)

Recommended Action: Award purchase of one new Trimble S5 3" Robotic Total Survey Station with field accessories to California Surveying Drafting Supply (CSDS) for Public Works Engineering in the total amount of \$31,219.53 including tax and delivery charges and approval of budget amendment.

[Attachment 1 - Trimble S5 Total Station - Datasheet](#)

[Attachment 2 - Trimble S5 Quote](#)

13.b. [Award Contract for Talmage Road Interchange Project, Specification No. 17-07, to Ghilotti Construction Company, Inc. in the Amount of \\$1,858,888 and Approval of a Budget Amendment, if Necessary.](#)

Recommended Action: Award contract for Talmage Road Interchange project, Specification No. 17-07, to Ghilotti Construction Company, Inc. the lowest responsive, responsible bidder based on bids submitted September 12, 2017 in the amount of \$1,858,888 and approval of a budget amendment, if necessary.

[Attachment 1 - Bid Tabulation for Talmage Road Interchange Spec 17-07](#)

[Attachment 2 Plans - Spec No 17-07](#)

[Attachment 3 - Specifications - Spec No 17-07](#)

13.c. [Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2017-2018 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink and Authorization to Transfer Funds to the Chamber and Corresponding Budget Amendment\(s\) Until Sponsorship and Operations Revenue Are Collected.](#)

Recommended Action: Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2017-2018 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to serve as Fiscal Agent for Rink and authorize the transfer of funds to the Chamber and corresponding budget amendment(s) until sponsorship and operations

revenue are collected.

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

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: 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:

[UVSD Litigation Update Box Files location](#)

[Attachment #23 - UVSD Press Release 8-18-19](#)

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

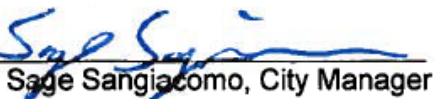
PROPOSED BUDGET AMOUNT: N/A

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.

At the August 2nd, 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. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Regarding the barscreen rebid, the City Manager reported: 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 proceed.

Regarding the litigation impact, the City Manager reported: Staff completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Estimates demonstrated 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 Box File #22). 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.

At the August 16, 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. However, discussions related to mediation continue. Furthermore, City representatives continue to attend the UVSD Board Meetings in an effort to seek an improved working relationship.

At the September 6, 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. With regard to mediation, representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings, but because of the confidential nature of mediations, the parties cannot reveal any further information. On the administrative front, the City Manager and Joe Tait, the new District Manager had a meeting on August 24, 2017. While the meeting was an initial meet and greet, both Mr. Tait and the City Manager expressed a desire to improve the working relationship between the two agencies. Earlier in the week, Mr. Tait also met with engineering staff to review operational processes and procedures.

During this reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Discussion: At the September 20, 2017, City Council meeting, Staff will provide the latest status report on issues related to the operation of the sanitary sewer system.

Mediation: Legal 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. Despite these meeting, litigation activities continue and will quickly escalate as a trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial. The City has previously made this request.

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.

UVSD Funds Request: During the previous reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Over the course of the past two weeks, the District has made a number of false claims related to their draw on District funds in an effort to justify their continued legal action against the City. The press release previously issued by the City is included as UVSD Litigation Update Attachment #23.

The City of Ukiah continues to contend that the lawsuit is unnecessary and continues to seek cooperation between the agencies. The Ukiah Valley Sanitation District has spent nearly \$4 million in legal fees, with over \$3.3 million paid directly to the Law Offices of Duncan James. On a cost-per-account evaluation, this equates to \$1,225.55 per District 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 Litigation Update Box Files located at:

<https://cityofukiah.box.com/v/UVSDlitigationUpdates>



FOR IMMEDIATE RELEASE

CONTACT: David Rapport, City Attorney
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Email: drapport@cityofukiah.com

UKIAH VALLEY SANITATION DISTRICT TAPS ADDITIONAL RESERVES; LEGAL FEES NEARING \$4 MILLION

Ukiah, CA. August 18, 2017. – The Ukiah Valley Sanitation District has sought the transfer of over \$4.5 million of their reserves that are held by the City of Ukiah. Despite characterization by the District, this request is not a partial settlement of their claim for damages against the City, but instead falls under the 2006 Financing Agreement between the two agencies. Under this agreement, the City bills and collects sewer service and connection fees from District customers, and uses them to pay the District's share of annual operating expenses and debt service related to the combined City/District sewer system. Interest is paid to the District on these funds.

The District has the right to transfer their reserve funds to another depository and has done so in the past. Upon receiving directives from the District, the City transfers the funds accordingly.

The City of Ukiah continues to contend that the lawsuit is unnecessary and continues to seek cooperation between the agencies. Public records acts reveal that, to date, the Ukiah Valley Sanitation District has spent nearly \$4 million in legal fees, with over \$3.3 million paid directly to the Law Offices of Duncan James. In defense of the District's legal actions, the City has expended approximately \$814,000. On a cost-per-account evaluation, this equates to \$1,225.55 per District customer account and \$207.39 per City customer account.

City Manager Sage Sangiacomo states, "We continue to request that the District drop the costly litigation and proceed with efforts among the electives to resolve the dispute and restore a working relationship between the agencies. There is simply too much at stake for the ratepayers, the system operations, and the community."

According to the 2006 Financing Agreement, the District's funds shall be used for annual operating expenses and debt service, pledged to secure repayment of the bonds issued to upgrade and expand the wastewater treatment plant. Funds in excess of this amount can be spent on any lawful expense of

the District, and the City has never refused to disburse available District funds to pay a District expense.

Beginning in 2013, the District has made multiple requests to transfer custody of available District funds to another depository. The City has approved over \$5 Million in transfers between 2013 and 2016. There is no negative financial impact to the District from the City holding these funds. In fact, transfers to other depositories may result in the District earning less interest.

The District's request to transfer funds to an alternative account does not make any additional funds available to the District. So far, the District's lawsuit has resulted in a net loss of District reserves.



Sage Sangiacomo, City Manager

#



AGENDA SUMMARY REPORT

SUBJECT: Minutes of September 6, 2017.

DEPARTMENT: City Clerk

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - Minutes of September 6, 2017](#)

Summary: N/A

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of September 6, 2017, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

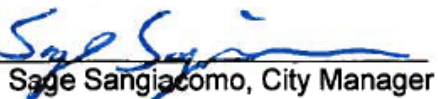
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved: _____


Sage Sangiacomo, City Manager

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

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on September 6, 2017, having been legally noticed on September 1, 2017. Mayor Brown called the meeting to order at 6:02 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 Ashley Cocco, Deputy City Clerk.

MAYOR BROWN PRESIDING.

The Pledge of Allegiance was led by Councilmember Mulheren.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Proclamation for Pollution Prevention Week and Creek Week 2017.

Presenter: Rick Seanor, Deputy Director of Public Works / City Engineer

Public Comment: Deborah Edelman

Proclamation was read by Mayor Brown and received by Deborah Edelman with the Mendocino County Resource Conservation District.

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

Report was received.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Minutes of August 16, 2017, a Regular Meeting.

b. Minutes of August 24, 2017, a Special Meeting.

Motion/Second: Mulheren/Doble to approve Minutes of August 16, 2017, a Regular Meeting, as submitted and Minutes of August 24, 2017, a Special Meeting, as submitted. Motion **carried** by the following roll call votes: **AYES:** Scalmanini, Crane, Mulheren, Doble, and Brown. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

c. Minutes of August 30, 2017, a Special Meeting.

Motion/Second: Mulheren/Doble to approve Minutes of August 30, 2017, a Special Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: Brown.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of July 2017 – *Finance*.
- b. Authorization to Submit an Application for Department of Finance Transitional Housing Grant and Authorization for the City Manager to Execute All Necessary Documents Along with the Addition of Corresponding Budget Amendments if Funds Are Awarded – *Economic Development*.
- c. Notification to City Council for the Purchase of a New 2017 Toyota Tacoma, from Thurston Chevrolet, Toyota, Scion for the Water Resources Department in the Total Amount of - *Water Resources*.
- d. Authorize Execution of an Amendment (COU No. 1516-229-A5) to the Agreement with SHN in an Amount Not to Exceed \$30,465 for Additional Services for the North State Street – Low Gap Road Storm Drain and Traffic Signal Project and Approve Budget Amendments – *Public Works*.
- e. Authorize City Manager to Execute the Subrecipient Agreement (COU No. 1718-104) with the Mendocino Council of Governments – *Public Works*.
- f. Authorize City Manager to Negotiate and Execute Lease Agreement (COU No. 1718-105) with North Coast Opportunities for the Development and Operation of the Oak Street Park Veterans Community Garden – *Community Services*.
- g. Notification of Purchase of Professional Consulting Services for Landscape Design and Grant Writing Assistance for California Urban Rivers Grant for Riverside Park from Ann Baker Landscaping in the Amount of \$11,987.31 (COU No. 1718-106) – *Community Services*.
- h. Notification of Acquisition of Professional Services from SHN Consulting Engineers and Geologists for Materials, Compaction and Geotechnical Testing and Inspection Services for the North State Street Intersection Improvements at Low Gap Road/Brush Street, Specification No 17-02, in the Amount of \$13,060 (COU No. 1718-108) and Approval of Corresponding Budget Amendment – *Public Works*.

Motion/Second: Scalmanini/Doble to approve Consent Calendar Items 7a-7h, 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

Presenters: Edward Haynes – homeless shelter; Bill Phasett – homeless shelter

9. **COUNCIL REPORTS**

Presenters: Councilmember Mulheren; Vice Mayor Doble

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

Presenters: Sage Sangiacomo, City Manager; Kirk Thomsen, Interim Fire Chief; Jarod Thiele, Public Works Management Analyst; Shannon Riley, Deputy City Manager

11. **PUBLIC HEARINGS (6:15 PM)**

12. **UNFINISHED BUSINESS**

a. **Authorize Execution of Amendment to the Agreement with GHD in an Amount Not to Exceed \$251,025 for Construction Engineer and Management Services for the Redwood Business Park Transportation Improvements and the Talmage Interchange Projects.**

Presenters: Tim Eriksen, Director of Public Works / City Engineer; Jarod Thiele, Public Works Management Analyst

***Motion/Second:** Crane/Doble to authorize execution of amendment to the agreement (COU No. 1213-142-A12) with GHD, Inc. in an amount not to exceed \$251,025 for Construction Engineer and Management Services for the Redwood Business Park Transportation Improvements and the Talmage Interchange projects. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.*

b. **Award Contract for Transportation Improvements for Redwood Business Park, Specification No. 17-09, to Ghilotti Construction Company in the Amount of \$4,608,888.**

Presenters: Tim Eriksen, Director of Public Works / City Engineer; Jarod Thiele, Public Works Management Analyst

***Motion/Second:** Crane/Scalmanini to award contract (COU No. 1718-107) for Transportation Improvements for Redwood Business Park, Specification No. 17-09, to Ghilotti Construction Company the lowest responsive, responsible bidder based on bids submitted on August 30, 2017. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.*

13. **NEW BUSINESS**

a. **Discussion and Possible Action to Determine the City's Position on the 2017 Resolutions being Considered by the League of California Cities and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate.**

Presenter: Sage Sangiacomo, City Manager

***Motion/Second:** Brown/Crane to give direction to the City's Voting Delegate to express City support for both proposed resolutions. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.*

b. **Authorize Staff by Resolution to Purchase Two 2018 Pierce Enforcer Type 1 Engines, and Authorize Negotiating/Executing an Equipment Lease with Umpqua Bank Along with the Corresponding Budget Amendment.**

Presenters: Kirk Thomsen, Interim Fire Chief; Dave Kirch, Fleet Maintenance Supervisor; Dan Buffalo, Director of Finance

***Motion/Second:** Doble/Scalmanini to authorize staff to purchase two 2018 Pierce Enforcer Type 1 Engines, authorize the City Manager to negotiate and execute an equipment lease with Umpqua Bank, and adopt corresponding resolution (2017-42) and budget amendment. Motion **carried** by the*

following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

c. Discussion and Consideration of Modifications to the 2017 Council Special Assignment and Ad Hoc List, and Adoption of Resolution Establishing the Fire Executive Committee.

Presenter: Sage Sangiacomo, City Manager

Motion/Second: Crane/Mulheren to disband the Fire District Merger Ad Hoc; adopt the Resolution (2017-43) to establish the Fire Executive Committee with Mayor Brown and Vice Mayor Doble as assigned. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Doble/Crane to establish and appoint two members, Mayor Brown and Councilmember Mulheren, to serve on the Solid Waste Rate Ad Hoc. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Doble to establish and appoint two members, Mayor Brown as primary and Vice Mayor Doble as alternate, to serve on the assignment of County 2nd District Liaison. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

14. CLOSED SESSION

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:20 PM.

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)

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)

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

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:10 p.m.

Ashley Cocco, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of August 2017.

DEPARTMENT: Finance

PREPARED BY: Daphine Harris

ATTACHMENTS:

[Attachment 1 - August 2017 Summary of Disbursements](#)

[Attachment 2 - Account Codes](#)

[Attachment 3 - Object Codes](#)

[Attachment 4 - August 2017 Summary of Disbursements](#)

Summary: Payments made during the month of August 2017, are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the five (5) individual payment cycles within the month.

Background: Accounts Payable Check Numbers (City): 3023098 - 3023194; 3023195 - 3023290; 3023310 - 3023396; 3023407 - 3023541; 3023542 - 3023629

Accounts Payable Check Numbers (UVFD): 3023291 - 3023309; 3023397 - 3023406

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 505135 - 505197; 505198 - 505259

RECOMMENDED ACTION: Approve the Report of Disbursements for the month of August 2017.

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

Payroll Manual Check Numbers: N/A

Void Check Numbers: 3023027, 3023170, 3022729, 3022007, 3022749, 3021386

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

Attachment #1: August 2017 Summary of Disbursements

Attachment #2: Account Codes for reference

Attachment #3: Object Codes for reference

Attachment #4: August 2017 Disbursement Detail

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

Attachment 1

FUNDS:

100 General Fund	\$262,494.51	700 Sanitary Disposal Site Fund	\$10,111.63
105 Measure S General Fund	\$60,281.49	701 Landfill Corrective Fund	
110 Special General Fund		702 Disposal Closure Reserve Fund	
201 Worker's Comp Fund		704 Post Closure Fund - Solid Waste	\$0.00
202 Liability Fund	\$433,487.00	720 Golf Fund	\$2.73
203 Garage Fund	\$6,287.49	730 Conference Center Fund	\$7,382.46
204 Purchasing Fund	\$1,204.49	750 Visit Ukiah	\$0.00
205 Billing & Collections Fund	\$6,319.14	777 Airport Fund	\$110,048.16
206 Public Safety Dispatch Fund	\$2,912.76	778 Airport Capital Improvement Fund	\$7,840.50
207 Payroll Posting Fund	\$241,003.10	779 Special Aviation Fund	\$81,356.10
208 Building Maintenance/Corp Yard Fund	\$22,392.25	800 Electric Fund	\$813,683.65
209 IT Fund	\$127,573.28	801 Electric Capital Reserve Fund	\$228,043.60
220 Equipment Reserve Fund	\$63,957.14	803 Lake Mendocino Bond Reserve	
250 Special Revenue Fund	\$1,258.67	805 Street Lighting Fund	\$12,240.29
251 Special Projects Reserve Fund		806 Public Benefits Fund	\$4,498.14
300 Park Development Fund		820 Water Fund	\$104,648.97
301 Anton Stadium Fund	\$0.00	822 Water Capital Improvement Fund	\$1,147,294.30
302 Observatory Park Fund		830 Recycled Water Fund	\$1,046.53
304 Swimming Pool Fund	\$0.00		
305 Riverside Park Fund	\$0.00	840 City/District Sewer Fund	\$611,386.96
306 Skate Park Fund	\$0.00	841 Sewer Construction Fund	\$1,385,381.14
310 Museum Grants	\$151,354.82	843 Sewer Capital Fund	
311 Alex Rorbaugh Recreation Center Fund	\$3,273.33	900 Special Deposit Trust	\$2,553.85
312 Downtown Business Improvement Fund	\$28.00	901 General Service (Accts Recv)	\$1,286.54
313 LMHF Housing Asset Fund		902 U.S.W. Billing & Collection	\$27,078.88
314 Winter Special Events	\$189.86	903 Public Safety - AB 109	\$0.00
500 2108 Gas Tax Fund		905 Federal Emergency Shelter Grant	
501 2107 Gas Tax Fund		905 Mendocino Emergency Service Authority	
503 2105 Gas Tax Fund		911 Russian River Watershed Association	
505 Signalization Fund		940 Sanitation District Special Fund	\$1,923,384.24
506 Bridge Fund		943 Sanitation District Capital Improvement Fund	\$917,291.99
507 1998 STIP Augmentation Fund		952 REDIP Sewer Enterprise Fund	(\$202,547.17)
508 SB325 Reimbursement Fund		960 Community Redevelopment Agency	
509 S.T.P. Fund		961 RDA Housing Pass-Through	
510 Trans-Traffic Congest Relief Fund	\$2,863.65	962 Redevelopment Housing Fund	
600 Community Development Block Grant		963 Housing Debt	
601 EDBG 94-333 Revolving Loan		964 RDA Capital Pass-Through	
602 Community Development Fund		965 Redevelopment Capital Improvement Fund	\$4,917.66
603 08-HOME-4688		966 Redevelopment Debt Service	
604 CDBG Grant 09-STBG-6417		967 Housing Bond Proceeds	
605 11-HOME-7654 Fund	\$0.00	968 Non-Housing Bond Proceeds	
606 CDBG Grant 10-EDEF-7261		969 RDA Obligation Retirement Fund	\$1,308.00
607 Prop 84 Grant Fund		844/944 Sewer Capital Projects Fund	\$1,782,555.94
609 13-CDBG-8940		915 UVFD	\$12,347.11
610 City RDA Projects Fund		Retainage Withheld	\$47,535.30
630 Asset Seizure Fund	\$11,817.78	942 Rate Stabilization - UVSD Fund	\$26,615.95
631 Asset Seizure Fund (Drug/Alcohol)		951 REDIP Fund - UVSD	\$140,268.61
633 H & S Education 11489(B)(2)(A1)	\$5,000.00		
634 Federal Asset Seizure Grants			
635 SUP Law Enforcement Service Fund	\$2,404.64		
637 Local Law Enforcement Block Grant			
638 Asset Forfeiture 11470 2 H & S			
639 Special Revenue - Police	\$0.00		
640 Parking District Fund	\$584.13		
691 Museum Fund	\$4,111.13		

PAYROLL CHECK NUMBERS: 505135 - 505197
DIRECT DEPOSIT NUMBERS: 83019 - 83241
PAYROLL PERIOD: 7/18/17 - 7/29/17
PAYROLL CHECK NUMBERS: 505198 - 505259
DIRECT DEPOSIT NUMBERS: 83242 - 53472
PAYROLL PERIOD: 7/30/17 - 8/12/17
PAYROLL CHECK NUMBERS:
DIRECT DEPOSIT NUMBERS:
PAYROLL PERIOD:

VOID CHECK NUMBERS:
3023027, 3023170, 3022729, 3022007,
3022749, 3021386

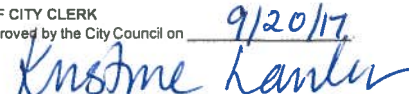
MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

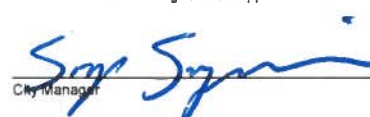
TOTAL DEMAND PAYMENTS- A/P CHECKS \$10,620,360.72
TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$424.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$866,748.03
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$538,491.28
* vendor name (if applicable)

TOTAL PAYMENTS \$12,026,024.03

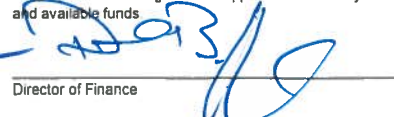
CERTIFICATION OF CITY CLERK
This register of Payroll and Demand Payments was duly approved by the City Council on 9/20/17


City Clerk

APPROVAL OF CITY MANAGER
I have examined this Register and approve same.


City Manager

CERTIFICATION OF DIRECTOR OF FINANCE
I have audited this Register and approve for accuracy and available funds


Director of Finance

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

Attachment 1

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503	2105 Gas Tax Fund		911	Russian River Watershed Association	
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506	Bridge Fund		943	Sanitation District Capital Improvement Fund	\$917,291.99
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	(\$202,547.17)
508	SB325 Reimbursement Fund		960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund	\$2,863.65	962	Redevelopment Housing Fund	
600	Community Development Block Grant		963	Housing Debt	
601	EDBG 94-333 Revolving Loan		964	RDA Capital Pass-Through	
602	Community Development Fund		965	Redevelopment Capital Improvement Fund	\$4,917.66
603	08-HOME-4688		966	Redevelopment Debt Service	
604	CDBG Grant 09-STBG-6417		967	Housing Bond Proceeds	
605	11-HOME-7654 Fund	\$0.00	968	Non-Housing Bond Proceeds	
606	CDBG Grant 10-EDEF-7261		969	RDA Obligation Retirement Fund	\$1,308.00
607	Prop 84 Grant Fund		844/944	Sewer Capital Projects Fund	\$1,782,555.94
609	13-CDBG-8940		915	UVFD	\$12,347.11
610	City RDA Projects Fund			Retainage Withheld	\$47,535.30
630	Asset Seizure Fund	\$11,817.78	942	Rate Stabilization - UVSD Fund	\$26,615.95
631	Asset Seizure Fund (Drug/Alcohol)		951	REDIP Fund - UVSD	\$140,268.61
633	H & S Education 11489(B)(2)(A1)	\$5,000.00			
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund	\$2,404.64			
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$584.13			
691	Museum Fund	\$4,111.13			

PAYROLL CHECK NUMBERS: 505135 - 505197

DIRECT DEPOSIT NUMBERS: 83019 - 83241

PAYROLL PERIOD: 7/16/17 - 7/29/17

PAYROLL CHECK NUMBERS: 505198 - 505259

DIRECT DEPOSIT NUMBERS: 83242 - 53472

PAYROLL PERIOD: 7/30/17 - 8/12/17

PAYROLL CHECK NUMBERS:

DIRECT DEPOST NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3023027, 3023170, 3022729, 3022007,
3022749, 3021386

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$10,620,360.72

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$424.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$866,748.03

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$538,491.28

* vendor name(if applicable)

TOTAL PAYMENTS

\$12,026,024.03

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

Account Code Summary

Attachment 2

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

Account Code Summary

Attachment 2

60517462	FTHB Activity Delivery	80026130	Electric Substation
60517467	FTHB - PIR	80026140	Reimbursable Work for Others
60600000	CDBG Grant 10-EDEF-7261 Fund	80026200	Electric Metering
60617441	Grant - CDBG 606	80026300	Electric Generation
60617451	General Administration	80026312	Mendocino Hydro
60617452	AD ED Direct Financial Assistance	80026330	Hydro Electric
60617453	ED Direct Financial Assistance	80026400	Electric Administration
60717443	Grant Prop 84	80026410	Electric General Administration
60724413	Prop 84 Water Distribution Cap	80026430	Interdepartmental Charges
60900000	13-CDBG-8940	80326330	Hydro Plant
60917458	13-CDBG-8940	80526610	Street Lighting
63020210	Asset Seizure Expenditure	80626500	Public Benefit
63120210	Drug & Alcohol Education	82024410	Water
63320210	H&S Asset Seizure Expenditure	82024411	Water - Production O&M
63420250	Fed Asset Seizure Expenditure	82024413	Water - Distribution Capital
63520210	SLESF	82024414	Water - Distribution O&M
63820210	Asset Forfeiture 11470	82024415	Water - Production Capital
64020213	Parking Enforcement	82224413	Water - Distribution Capital
69122700	Museum	84024420	Wastewater
70024500	Landfill 700	84024421	Wastewater City - O&M
70224500	Landfill Closure	84024422	Wastewater City - Capital
70424500	Landfill Post closure	84024425	Wastewater Treatment - O&M
72022400	Golf	84124426	Wastewater Treatment - Capital
73022600	Conference Center	84224420	Wastewater
75017110	Visit Ukiah	84324422	Wastewater City - Capital
77725200	Airport Operations	84424421	Wastewater City Capital - O&M
77817411	FAA Grant	84424422	Wastewater City - Capital
80026100	Electric Administration	90000000	Special Deposit Trust Fund
80026110	Electric Overhead	91190100	Russian River Watershed Assoc
80026120	Electric Underground	96900000	Successor Agency

Object Code Summary

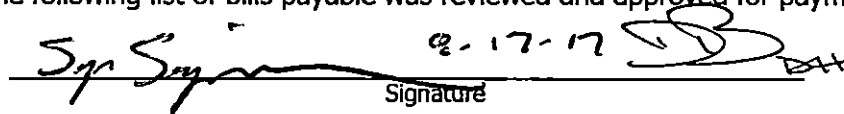
Attachment 3

12102 INVENTORY OF SUPPLIES	52526 FRAUD INVEST. ASSESSMENT
12103 STORES PURCHASES	52527 A.D.P. PREMIUM & DEDUCTIBLE
12104 INVENTORY - PURCHASES	52528 LIABILITY INSURANCE
12105 STORES ISSUES	52529 EARTHQUAKE & FLOOD PREMIUMS
51211 PERS UNFUNDED LIABILITY	52530 POLLUTION-ENVIRON INS PREMIUM
51280 OVERTIME/CALLOUT MEALS	52531 UMEMPLOY. INS EXPENSE
51285 CALLOUT MILEAGE REIMBURSEMENTS	52532 SAFETY & TRAINING SUPPORT
52100 CONTRACTED SERVICES	52600 RENT
52107 CONTRACTED SERVICES-EIR	52841 SUCCESSOR AGENCY ADMIN
52108 CONTRACT SERVICES-GPU	54100 SUPPLIES
52110 AMBULANCE BILLING	54101 POSTAGE
52111 MAINT. CONTRCTS - DEFIBRULATOR	54102 SMALL TOOLS
52112 M. S. OVERSIGHT	54105 PHOTOGRAPHIC EXPENSE
52113 PLANNING STUDIES	54106 SPECIALTY SUPPLIES
52114 COMPLIANCE STUDIES	54120 PW - SPECIAL SUPPLIES
52120 LABOR CHARGES FROM OTHER DEPAR	54121 PW - ASPHALT CONCRETE
52130 EDUCATIONAL & MARKETING MATL'S	54122 PW - AGGREGATE BASE
52131 ASSISTANCE TO SENIORS	54123 PW - CRACK SEALANT
52132 EMERGENCY ASSISTANCE	54124 PW - CONCRETE/SUPPLIES
52133 MONTHLY DISCOUNT PROGRAM	54125 PW - TRAFFIC PAINT
52134 CONTRACT ADMINISTRATION	54126 PW-PREMARKS
52135 ENERGY CONSERVATION PROGRAM	54127 PW - SIGN POSTS/SHEETING
52136 PHOTOVOLTAIC RATES/INCENTIVE	54128 PW - COLD PATCH MATERIAL
52137 PUBLIC BENEFITS PROGRAM MGMT	54129 PW - TACK OIL
52138 NCPA PUBLIC BENEFITS PROGRAM	54130 PW - SAFETY
52139 RESEARCH, DEVELOPMENT & DEMO	54131 PW - BARRICADES & CONES
52140 LITIGATION EXPENSES	54160 HR - CITY LIABILITY & CONTRACT
52145 DETACHMENT-SEWER-UVSD	54161 HR - BACKGROUND & PHYSICALS
52150 LEGAL SERVICES/EXPENSES	54162 HR - ADVERTISING
52151 AFLAC & PERS INSUR ADMIN FEES	54163 HR - INTERVIEW SUPPLIES
52170 UKIAH WASTE SOLUTIONS	54164 HR - FORMS & OTHER DIV. EXP.
52171 RESIDENTIAL BILLING CHARGE	54165 HR - NEW EMPLOYEE FINGERPRINT
52172 COMMERCIAL OVERSIGHT FEE	54166 HR - DOT TESTING PROGRAM
52180 SECURITY SERVICES	54167 HR - EMPLOYEE DEVELOPMENT
52301 PROPERTY TAX ADMIN FEE	54168 HR - REMIF SAFETY TRNG & SUPPO
52302 AMBULANCE FEES	54201 PRISONER EXPENSE
52303 REHIT SUPPORT	54202 MAJOR CRIME INVETIGATIONS
52304 LAFCO FEES AND PROP TAX EXP	54320 SOFTWARE
52500 TRUSTEE FEES	55100 TELEPHONE
52510 ADVERTISING & PROMOTION	55200 PG&E
52515 ADVERTISING & PUBLICATION	55210 UTILITIES
52521 LIABILITY INSURANCE PREMIUM	56100 VEHICLE & EQUIPMENT MAINT. & R
52522 LIABILITY INSURANCE DEDUCT	56110 CITY GARAGE - PARTS
52523 BOILER/MACHINERY PREMIUMS	56111 CITY GARAGE - LABOR
52524 PROPERTY INSURANCE	56112 EQUIPMENT PARTS FOR RESALE
52525 WORKER'S COMP. EXPENSE	56120 EQUIPMENT MAINTENANCE & REPAIR

56121	R & M RADIO EQUIPMENT	80235	SYSTEM MAINTENANCE
56122	R & M NON-AUTO EMS EQUIPMENT	80236	EMERGENCY/CONTINGENCY
56123	R & M COMPUTERS	90100	LOAN PROCEEDS
56124	MAINT CONTRACT DEFIBULATORS	90101	LOAN PAYMENT RECEIVED
56130	EXTERNAL SERVICES	90301	LOAN REPAYMENT
56210	FUEL & FLUIDS	90410	BOND PROCEEDS
56300	BUILDING MAINT. & REPAIR		
56410	EQUIPMENT RENTAL - PRIVATE		
56504	FACILITY MAINTENANCE & REPAIR		
56600	AIRFIELD MAINTENANCE & REPAIR		
56700	LANDFILL CLOSURE EXPENSE		
57100	CONFERENCE & TRAINING		
57101	CONF & TRAINING-AQUATICS		
57102	CONF & TRAINING-PARKS STAFF		
57200	MEETINGS		
57300	MEMBERSHIPS & SUBSCRIPTIONS		
58101	NCPA PLANT GENERATION		
58102	NCPA POWER PURCHASES		
58103	NCPA TRANSMISSION		
58104	NCPA MANAGEMENT SERVICES		
58105	NCPA THIRD PARTY SALES		
58106	NCPA PASS THROUGH COSTS		
58107	NCPA COMMITMENTS ACTIVITY		
58201	WATER PURCHASES		
58202	WATER TREATMENT PLANT CHEMICAL		
58401	AVIATION FUEL		
58410	GARAGE LUBRICANTS & PARTS		
58510	REIMBRASABLE JOBS		
59100	PROPERTY TAXES PAID		
59101	FEES		
59102	FRANCHISE FEES		
59350	PURCHASE DISCOUNTS TAKEN		
59400	OTHER EXPENSES		
70101	LOAN PAYMENTS MADE		
70102	BOND INTEREST PAYMENTS		
70110	BOND ISSUANCE COSTS		
70201	LOAN PRINCIPAL PAYMENTS		
70202	BOND PRINCIPAL PAYMENTS		
80100	MACHINERY & EQUIPMENT		
80200	BUILDINGS ACQUISITION		
80210	LAND ACQUISITION		
80220	BUILDING IMPROVEMENTS		
80230	INFRASTRUCTURE		
80231	RECYCLING STUDY 50% GRANT MATC		
80232	LINE REPLACEMENTS		
80233	MAIN REPLACEMENTS		
80234	INFLOW/INFILTRATION		

List of Checks Presented for Approval on 8/4/2017

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

 8-17-17
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ADVANCED SECURITY SYSTEMS	384516	FIRE, LIFE SAFETY INSPECTION &	\$88.50	69122700-52180	SECURITY SERVICES	\$88.50
	384516.1	ALARM MONITORING AT GHM	\$528.48	69122700-52180	SECURITY SERVICES	\$528.48
					Vendor Total:	\$616.98
AIMEE SHIELDS	AUG 17	TRANSCRIPTION SERVICES FOR POL	\$1,250.00	63520210-52100	CONTRACTED SERVICES	\$1,250.00
					Vendor Total:	\$1,250.00
ALL-GUARD ALARM SYSTEMS INC	A137623	MONITORING SERVICES AT WWTP	\$76.90	84024425-52180	SECURITY SERVICES	\$76.90
					Vendor Total:	\$76.90
AMAZON CAPITAL SERVICES	0LDM-0HG6-44MM	MISCELLANEOUS SUPPLIES AS NEED	\$336.76	10016100-54164	HR - FORMS & OTHER DIV. EXP.	\$336.76
	0BP9-V85R-BXMW	MISCELLANEOUS SUPPLIES AS NEED	\$192.51	10012200-54100	SUPPLIES	\$192.51
	0CYC-JRGY-2052	MISCELLANEOUS SUPPLIES AS NEED	\$93.18	10012500-54100	SUPPLIES	\$93.18
					Vendor Total:	\$622.45
ANDERSON VALLEY NURSERY	0656	PLANTS FOR THE WILD GARDENS PROJECT	\$568.26	10000000-31004	RESERVE FOR PROJECTS	\$568.26
					Vendor Total:	\$568.26
ANXTER	3594430-00	ELECTRICAL EQUIPMENT AND SUPPLIES	\$251.98	80000000-12104	INVENTORY - PURCHASES	\$251.98
					Vendor Total:	\$251.98

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ASSOC OF CALIFORNIA AIRPORTS	DV 072617	ACA MEMBERSHIP 17/18	\$175.00	77725200-57100	CONFERENCE & TRAINING	\$175.00
					Vendor Total:	\$175.00
BIG 5 SPORTS	46525	BASKETBALLS	\$65.01	10022821-54100	SUPPLIES	\$65.01
					Vendor Total:	\$65.01
BLACK OAK COFFEE ROASTERS	8399	MISC COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$45.00
BRIANNA ORTEGA	DV 072617	REIMBURSEMENT POOL CONCESSIONS	\$84.68	10022300-54100	SUPPLIES	\$84.68
					Vendor Total:	\$84.68
BROOKE HOFSTETTER	DV 071317	INSTRUCTOR	\$80.00	10022850-52100	CONTRACTED SERVICES	\$80.00
					Vendor Total:	\$80.00
CANTEEN SERVICE	9992	MISCELLANEOUS SUPPLIES AS NEED	\$20.80	10022300-54100	SUPPLIES	\$20.80
	9996	MISCELLANEOUS SUPPLIES AS NEED	\$111.07	10022300-54100	SUPPLIES	\$111.07
					Vendor Total:	\$131.87
CLARK PEST CONTROL	20337111	PEST CONTROL SVCS	\$92.00	80026210-52100	CONTRACTED SERVICES	\$92.00
					Vendor Total:	\$92.00
CLOVER STORNETTA FARMS	0100730042	PROVIDE MISC GOODS AS NEEDED	\$19.23	10022300-54100	SUPPLIES	\$19.23
	0100731210	PROVIDE MISC GOODS AS NEEDED	\$36.80	10022300-54100	SUPPLIES	\$36.80
					Vendor Total:	\$56.03
CONTRA COSTA COUNTY SHERRIFF'S OFFICE	5590-20798-17-001	REGISTRATION	\$118.00	10020210-57100	CONFERENCE & TRAINING	\$118.00
					Vendor Total:	\$118.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CREATIVE WORKSHOP	125870	UKIAH WELCOME MAPS	\$406.41	75012700-52515	ADVERTISING & PUBLICATION	\$406.41
					Vendor Total:	\$406.41
DC ELECTRIC GROUP INC	28424.1	ANNUAL RENTAL OF TEMPORARY VID	\$400.00	10024214-52100	CONTRACTED SERVICES	\$400.00
	28424	EQUIPMENT MAINT, REPAIR, AND R	\$485.06	10024214-52100	CONTRACTED SERVICES	\$485.06
	28423	EMERGENCY REPAIR OF SIGNAL POL	\$5,831.08	10024214-52100	CONTRACTED SERVICES	\$5,831.08
					Vendor Total:	\$6,716.14
DELL MARKETING LP	10177083031	COMPUTER HARDWARE	\$307.22	10013200-54100	SUPPLIES	\$307.22
					Vendor Total:	\$307.22
DH DESIGNS	54158	YS - KIDS TRIATHLON SHIRTS	\$680.05	90000000-23243	FAMILY FUN IN THE SUN	\$680.05
					Vendor Total:	\$680.05
DIALED IN ATHLETICS	1151	ADULT SPORT LEAGUES CHAMPION T	\$789.00	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.90)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.60)
				10022822-54100	SUPPLIES	\$4.50
				10022822-54100	SUPPLIES	\$789.00
					Vendor Total:	\$789.00
DREW WALLACE	2522	BANNER REPAIR	\$109.33	90000000-23226	CONCERT SERIES	\$109.33
					Vendor Total:	\$109.33
DUTTON APPRAISALS	17-051	NARRATIVE APPRAISAL REPORT	\$2,000.00	10012400-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EDDIE VEDOLLA JR	DV 072617	INSTRUCTOR	\$313.60	10022850-52100	CONTRACTED SERVICES	\$313.60
					Vendor Total:	\$313.60
EIC SOLUTIONS INC	14.52880-3	400 BTU AC UNIT THERMOTEC SERI	\$6,203.35	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$7.60)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$30.40)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$509.20
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6,203.35
				90000000-23028	MEASURE Y DISTRICT TAX	(\$30.40)
				90000000-23013	STATE USE TAX LIABILITY	(\$440.80)
					Vendor Total:	\$6,203.35
EPIC AVIATION LLC	6995983	JET A	\$4,481.15	77725200-58401	AVIATION FUEL	\$4,481.15
	6994128	JET A	\$8,092.75	77725200-58401	AVIATION FUEL	\$8,092.75
	6993869	JET A	\$15,531.89	77725200-58401	AVIATION FUEL	\$15,531.89
	6998022	AVGAS 100LL	\$31,801.29	77725200-58401	AVIATION FUEL	\$31,801.29
					Vendor Total:	\$59,907.08
EVERBRIDGE INC	M33592	NIXLE 360 RENEWAL	\$9,017.65	20922900-54320	SOFTWARE	\$9,017.65
					Vendor Total:	\$9,017.65
EXECUTIVE LEADERSHIP BUSINESS MANAGEMENT DAILY	43702691	EXECUTIVE LEADERSHIP RENEWAL 17/18	\$171.00	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$171.00
					Vendor Total:	\$171.00
FACILITYDUDE.COM	INV-06714	MAINTENANCE EGDE START DATE:	\$3,937.50	10022500-56300	BUILDING MAINT. & REPAIR	\$3,937.50
					Vendor Total:	\$3,937.50

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FARWEST LINE SPECIALTIES LLC	233415	ELECTRICAL EQUIPMENT AND SUPPL	\$651.73	90000000-23028	MEASURE Y DISTRICT TAX	(\$2.84)
				80026120-54102	SMALL TOOLS	\$2.84
				80026120-54102	SMALL TOOLS	\$651.73
	230656.1	ELECTRICAL EQUIPMENT AND SUPPL	\$429.34	80026110-54102	SMALL TOOLS	\$429.34
				Vendor Total:		\$1,081.07
FERRANTI CONSTRUCTION INC	6521	HASTING WAREHOUSE DEMO - PHASE	\$7,029.00	80100000-80230	INFRASTRUCTURE	\$7,029.00
				Vendor Total:		\$7,029.00
GAYNOR TELESYSTEMS INC	INV000033479	KEYFOBS	\$157.64	20822500-56300	BUILDING MAINT. & REPAIR	\$0.73
				20822500-56300	BUILDING MAINT. & REPAIR	\$157.64
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.73)
	SWA2897 17/18	PAXTON/CARDLOCK SUPPORT	\$1,393.70	20922900-54320	SOFTWARE	\$1,393.70
	AGR2896 17/18	PELCO CCTV SYSTEM SUPPORT	\$6,998.00	20922900-54320	SOFTWARE	\$6,998.00
				Vendor Total:		\$8,549.34
GCS ENVIRONMENTAL EQUIP SRVS	15917	PARTS & SUPPLIES AS NEEDED	\$158.74	10024220-56130	EXTERNAL SERVICES	\$158.74
				Vendor Total:		\$158.74
GENERAL PACIFIC INC	1285971	ELECTRICAL EQUIPMENT AND SUPPLIES	\$736.08	80026200-54100	SUPPLIES	\$736.08
	1286933	ELECTRICAL EQUIPMENT AND SUPPL	\$1,398.04	80026200-54100	SUPPLIES	\$1,398.04
				Vendor Total:		\$2,134.12
GENERAL SERVICES AGENCY	AUG 17	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
				Vendor Total:		\$50.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GLOBAL KNOWLEDGE TRAINING, LLC	21856047	REGISTRATION	\$2,195.00	20922900-57100	CONFERENCE & TRAINING	\$2,195.00
					Vendor Total:	\$2,195.00
GOLDEN GATE K9 LLC	UPD7312017	ANNUAL K9 TRAINING	\$700.00	10020210-54100	SUPPLIES	\$700.00
	UPD6302017	ANNUAL K9 TRAINING	\$700.00	63020210-54100	SUPPLIES	\$700.00
					Vendor Total:	\$1,400.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	C1007930	KIT, SHOE AND LINING 1901870	\$54.44	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				10521210-56130	EXTERNAL SERVICES	\$0.33
				10521210-56130	EXTERNAL SERVICES	\$54.44
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.26)
	C1007800	PARTS AS NEEDED	\$92.46	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.10)
				10021210-56130	EXTERNAL SERVICES	\$0.48
				10021210-56130	EXTERNAL SERVICES	\$92.46
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.38)
					Vendor Total:	\$146.90
IBEW, LOCAL 1245	17-07 IBEW	JULY 2017 ELECTRIC UNIT UNION DUES	\$1,687.96	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,687.96
					Vendor Total:	\$1,687.96
INFOSEND INC	122992	UB PRINT & MAIL SERVICES	\$4,226.71	20513300-52100	CONTRACTED SERVICES	\$4,226.71
					Vendor Total:	\$4,226.71
INTEGRITY SHRED	71911	DOCUMENT SHREDDING	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$57.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTERNATIONAL ASSOC OF FIRE CHIEFS	55767 17/18	MEMBERSHIP 17/18	\$279.00	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$279.00
					Vendor Total:	\$279.00
INTERNATIONAL CODE COUNCIL	1000792618	2017 CALIFORNIA CODE HANDBOOKS	\$601.77	10023320-54100	SUPPLIES	\$601.77
					Vendor Total:	\$601.77
INTERSTATE BATTERIES	380028635	BATTERIES	\$268.59	10020210-56130	EXTERNAL SERVICES	\$246.45
				20324100-54100	SUPPLIES	\$22.14
					Vendor Total:	\$268.59
JEFF WALKER	TA 8/21-25/17	TRAVEL ADVANCE	\$730.00	20513380-57100	CONFERENCE & TRAINING	\$730.00
					Vendor Total:	\$730.00
JN EQUIPMENT	288338	GRACO GRINDLAZER 390 SACRIFIER	\$23,724.75	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$29.64)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$118.63)
				10024220-80100	MACHINERY & EQUIPMENT	\$1,362.52
				10024220-80100	MACHINERY & EQUIPMENT	\$16,280.96
				90000000-23028	MEASURE Y DISTRICT TAX	(\$117.63)
				10024220-54102	SMALL TOOLS	\$623.43
				10024220-54102	SMALL TOOLS	\$7,443.79
				90000000-23013	STATE USE TAX LIABILITY	(\$1,720.05)
					Vendor Total:	\$23,724.75
JUDY CHAN	DV 070617	AUGUST 17 RENT - 185 MASON ST	\$1,385.00	10022100-52600	RENT	\$1,385.00
					Vendor Total:	\$1,385.00
KIMBALL MIDWEST	5751510	PARTS AS NEEDED	\$350.04	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.38

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KIMBALL MIDWEST	5751510	PARTS AS NEEDED	\$350.04	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$80.64
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.64)
				20324100-54102	SMALL TOOLS	\$1.25
				20324100-54102	SMALL TOOLS	\$269.41
	5743552	PARTS AS NEEDED	\$882.17	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$4.09
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$882.17
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.09)
				Vendor Total:		\$1,232.21
LAKE COUNTY RECORD BEE	0005964544	ADVERTISING	\$499.00	10022300-54100	SUPPLIES	\$249.50
				10022840-54100	SUPPLIES	\$249.50
				Vendor Total:		\$499.00
LAND LOGISTICS INC	20170112	ON-CALL PLANNING SERVICES	\$156.25	10023100-52100	CONTRACTED SERVICES	\$156.25
				Vendor Total:		\$156.25
LIEBERT CASSIDY WHITMORE	1443837	LEGAL SERVICES - PERSONNEL	\$113.13	10016100-52100	CONTRACTED SERVICES	\$113.13
				Vendor Total:		\$113.13
LILY MENDOZA	DV 071317	INSTRUCTOR	\$80.00	10022850-52100	CONTRACTED SERVICES	\$80.00
				Vendor Total:		\$80.00
LYNN PEAVEY COMPANY	333781	EVIDENCE SUPPLIES	\$128.89	10020210-54201	PRISONER EXPENSE	\$128.89
				Vendor Total:		\$128.89
MARK R WINKLER	07/23/17	PROFESSIONAL SERVICES-COPYWRIT	\$150.00	75017110-52100	CONTRACTED SERVICES	\$150.00
				Vendor Total:		\$150.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MEAD & HUNT INC	269471	ENG SVCS FOR FAA APMP STUDY W/	\$1,429.50	77800000-52100	CONTRACTED SERVICES	\$1,429.50
	270778	ENG SVCS FOR FAA APMP STUDY W/	\$2,260.00	77800000-52100	CONTRACTED SERVICES	\$2,260.00
	269472	DESIGN FOR FAA RUNWAY 15-33 PA	\$4,151.00	77800000-80230	INFRASTRUCTURE	\$4,151.00
					Vendor Total:	\$7,840.50
MENDO MILL & LUMBER CO	L62413/1	STATE ST BANNER PARTS	\$1.95	10022850-44915	RECREATION PROGRAM INCOME	\$1.95
					Vendor Total:	\$1.95
MENDOCINO ANIMAL HOSPITAL	165002	ANIMAL CONTROL	\$167.20	10020217-52100	CONTRACTED SERVICES	\$167.20
					Vendor Total:	\$167.20
MICROBIOLOGICS INC	739124	WWTP SUPPLIES	\$901.16	84024425-54100	SUPPLIES	\$901.16
					Vendor Total:	\$901.16
MICROFLEX CORP #774353	IN1783930	GLOVES	\$566.26	10020210-54201	PRISONER EXPENSE	\$566.26
					Vendor Total:	\$566.26
MOIRS	139768	MISCELLANEOUS POOL SUPPLIES AS	\$303.15	82024411-58202	CHEMICALS	\$303.15
	139407	MISCELLANEOUS POOL SUPPLIES AS	\$433.07	82024411-58202	CHEMICALS	\$433.07
	139989	MISCELLANEOUS POOL SUPPLIES AS	\$443.66	10022300-54100	SUPPLIES	\$443.66
					Vendor Total:	\$1,179.88
MUNICIPAL MAINTENANCE EQUIPMENT	0120821-IN	MISCELLANEOUS PARTS AS NEEDED	\$690.24	84024425-54100	SUPPLIES	\$690.24
					Vendor Total:	\$690.24
NANCY SKELLY	DV 071817	INSTRUCTOR	\$288.00	10022850-52100	CONTRACTED SERVICES	\$288.00
					Vendor Total:	\$288.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NORTH BAY PROFESSIONAL OFFICIALS INC	127	BASKETBALL OFFICIALS 16/17FY	\$1,657.50	10022821-52100	CONTRACTED SERVICES	\$1,657.50
					Vendor Total: -----	\$1,657.50
NORTHERN TOOL & EQUIPMENT	38126068	PARTS AS NEEDED	\$784.97	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.99)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.93)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$65.76
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$784.97
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.93)
				90000000-23013	STATE USE TAX LIABILITY	(\$56.91)
	38001946	MEMBERSHIP 17/18	\$39.99	84024425-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$39.99
					Vendor Total: -----	\$824.96
NOVACOAST INC	90040725	TIME AND MATERIALS	\$700.00	20922900-52100	CONTRACTED SERVICES	\$700.00
	90042180L	LICENSE	\$11,561.82	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$14.46)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$57.81)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$57.81)
				20922900-54320	SOFTWARE	\$968.32
				20922900-54320	SOFTWARE	\$11,561.82
				90000000-23013	STATE USE TAX LIABILITY	(\$838.24)
					Vendor Total: -----	\$12,261.82
ONE TIME PAY VENDOR	DV 072617	REIMBURSEMENT - SWIM LESSONS	\$60.00	10022300-54100	SUPPLIES	\$60.00
					Vendor Total: -----	\$60.00

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OWEN EQUIPMENT COMPANY	00039592	PARTS AS NEEDED	\$140.65	84024421-56130	EXTERNAL SERVICES	\$140.65
	00039587	PARTS AS NEEDED	\$241.53	84024421-56130	EXTERNAL SERVICES	\$241.53
					Vendor Total:	\$382.18
PCMG INC	B03006580101	MICROSOFT ENTERPRISE AGREEMENT	\$69,240.58	20922900-54320	SOFTWARE	\$69,240.58
					Vendor Total:	\$69,240.58
PHILLIPS SEABROOK ASSOCIATES	7628	STRUCT ENGNG/PLAN CHCK/SUBSTIT	\$275.00	10023320-52100	CONTRACTED SERVICES	\$275.00
					Vendor Total:	\$275.00
PHYSIO-CONTROL INC	117050706	LIFEPAK 15 V4 MONITOR/DEFIB, A	\$26,449.57	22021210-80100	MACHINERY & EQUIPMENT	\$26,449.57
					Vendor Total:	\$26,449.57
POLYDYNE INC	1155373	NON-IONIC DRY POLYMER	\$309.36	82024411-58202	CHEMICALS	\$309.36
					Vendor Total:	\$309.36
PORTOLA SYSTEMS INC	34994	I.T. SERVICES AS NEEDED	\$87.50	20922900-52100	CONTRACTED SERVICES	\$87.50
	34995	I.T. SERVICES AS NEEDED	\$1,032.50	20922900-52100	CONTRACTED SERVICES	\$1,032.50
					Vendor Total:	\$1,120.00
PROFESSIONALCELLULAR & PAGING	A37077	ON CALL PAGER SERVICES	\$65.80	20913900-54100	SUPPLIES	\$65.80
					Vendor Total:	\$65.80
PUBLIC SAFETY TRAINING INSTITUTE	DV 072417	REGISTRATION	\$780.00	10020210-57100	CONFERENCE & TRAINING	\$780.00
					Vendor Total:	\$780.00
RAINFOREST FANTASY	5022	PEER SUPPORT	\$65.03	10520210-54100	SUPPLIES	\$65.03
					Vendor Total:	\$65.03

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD FORD	HEE05373	TRUCKS (INCLUDING, DIESEL, GAS	\$30,701.37	84024425-80100	MACHINERY & EQUIPMENT	\$30,701.37
					Vendor Total:	\$30,701.37
REDWOOD PRACTICAL SHOOTERS	DV 062817	RANGE FEES FOR TRAINING	\$150.00	63020210-57100	CONFERENCE & TRAINING	\$150.00
					Vendor Total:	\$150.00
REDWOOD TOXICOLOGY LAB INC	00169820176	DRUG SCREENING TESTING	\$22.00	10520210-52100	CONTRACTED SERVICES	\$22.00
					Vendor Total:	\$22.00
REDWOOD TREE SERVICE STATIONS INC	JUNE-17	CAR WASHES & INTERIOR CLEANING	\$531.00	20524412-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.00
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$37.00
				10022100-56130	EXTERNAL SERVICES	\$90.00
				10520210-56130	EXTERNAL SERVICES	\$326.00
				20324100-56130	EXTERNAL SERVICES	\$26.00
				82024414-56130	EXTERNAL SERVICES	\$26.00
					Vendor Total:	\$531.00
REMY MOOSE MANLEY LLP	106278	RETAIN TO REP CITY IN LAWSUIT	\$1,956.75	10014000-52100	CONTRACTED SERVICES	\$1,956.75
					Vendor Total:	\$1,956.75
REOA LTD	1200	OFFICIATING OF ADULT SOFTBALL	\$3,049.00	10022822-52100	CONTRACTED SERVICES	\$3,049.00
					Vendor Total:	\$3,049.00
REXA INC	R16637848	POWER SUPPLY	\$576.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.70)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.80)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.90

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REXA INC	RI6637648	POWER SUPPLY	\$576.00	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$576.00
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.80)
				90000000-23013	STATE USE TAX LIABILITY	(\$40.60)
				Vendor Total:		\$576.00
RICHARD ANDERSON	2017-0728-1	AGREEMENT FOR PROF.SVC'S FOR W	\$1,150.00	20913900-52100	CONTRACTED SERVICES	\$1,150.00
					Vendor Total:	\$1,150.00
RICHARD SEANOR	TA 8/27-31/17	TRAVEL ADVANCE	\$1,700.00	10024224-57100	CONFERENCE & TRAINING	\$1,700.00
					Vendor Total:	\$1,700.00
RITE ENGINEERING & MANUFACTURING CORP	30113	RITE INDOOR A180WGG 43 HP 125	\$99,726.94	84024425-80100	MACHINERY & EQUIPMENT	\$99,726.94
					Vendor Total:	\$99,726.94
SAFEWAY SIGN CO	11287	STREET CROSSING SIGNS	\$819.32	10024220-54127	PW - SIGN POSTS/SHEETING	\$819.32
	11286	STREET CROSSING SIGNS	\$934.84	10024220-54127	PW - SIGN POSTS/SHEETING	\$934.84
	Vendor Total:					\$1,754.16
SAUCY	170688	MISC FOOD DISHES AS NEEDED FOR	\$276.36	73022600-54100	SUPPLIES	\$276.36
	169936	MISC FOOD DISHES AS NEEDED	\$594.17	73022600-54100	SUPPLIES	\$594.17
	Vendor Total:					\$870.53
SLAM DUNK PIZZA	182650	POOL CONCESSIONS FOR SALE	\$68.39	10022300-54100	SUPPLIES	\$68.39
					Vendor Total:	\$68.39
SONSRAY MACHINERY LLC	P11983-04	ALTERNATOR, BELTS	\$688.98	84024421-56130	EXTERNAL SERVICES	\$3.11

List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SONSRAY MACHINERY LLC	P11983-04	ALTERNATOR, BELTS	\$688.98	84024421-56130	EXTERNAL SERVICES	\$688.98
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.11)
				Vendor Total:		\$688.98
SWANK MOTION PICTURES INC	DB 2368677	2017 MOONLIGHT MOVIE MADNESS RENTAL	\$515.00	90000000-23235	MOVIES IN THE PLAZA	\$515.00
				Vendor Total:		\$515.00
TELSTAR INSTRUMENTS INC	90490	EQUIPMENT MAINT, REPAIR, AND R	\$2,240.00	84024425-52100	CONTRACTED SERVICES	\$2,240.00
				Vendor Total:		\$2,240.00
THOMSON REUTERS BARCLAYS	835972339	LIBRARY AND SUBSCRIPTION SERVI	\$31.66	80026110-54100	SUPPLIES	\$31.66
	836146729	LIBRARY AND SUBSCRIPTION SERVI	\$66.03	80026110-54100	SUPPLIES	\$66.03
				Vendor Total:		\$97.69
ULINE	88693795	BENCH FOR NIGHT LOBBY	\$466.24	10020210-54100	SUPPLIES	\$466.24
				Vendor Total:		\$466.24
UNITED SITE SERVICES	114-5527692	PORTABLE TOILET RENTAL	\$423.57	90000000-23226	CONCERT SERIES	\$423.57
				Vendor Total:		\$423.57
WESCO DISTRIBUTION INC	250917	(2U-SP-2) STRAIGHT PLUG, 2 STR	\$627.01	80000000-12104	INVENTORY - PURCHASES	\$627.01
				Vendor Total:		\$627.01
WEST COAST CONSULTING CO INC	38924	SOFTBALLS	\$998.42	90000000-23028	MEASURE Y DISTRICT TAX	(\$4.25)
				10022822-54100	SUPPLIES	\$4.25
				10022822-54100	SUPPLIES	\$998.42
				Vendor Total:		\$998.42

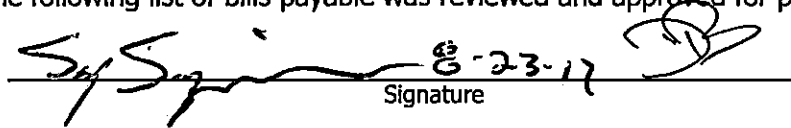
List of Checks Presented for Approval on 8/4/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WILLOW COUNTY WATER DIST	JULY 17.1	WATER SERVICES	\$20.00	31122870-55210	UTILITIES	\$20.00
	JULY 17.2	WATER SERVICES	\$35.46	31122870-55210	UTILITIES	\$35.46
	JULY 17.3	WATER SERVICES	\$44.63	84024425-58201	WATER PURCHASES	\$44.63
					Vendor Total:	\$100.09
WYATT IRRIGATION CO	233021 00	PARTS & MISC SUPPLIES AS NEEDE	\$112.10	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.53)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.53)
				10022100-54100	SUPPLIES	\$1.06
				10022100-54100	SUPPLIES	\$112.10
	233337 00	PARTS & MISC SUPPLIES AS NEEDE	\$129.90	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.61)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.61)
				10022100-54100	SUPPLIES	\$1.22
				10022100-54100	SUPPLIES	\$129.90
	233116 00	PARTS & MISC SUPPLIES AS NEEDE	\$623.80	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.91)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.91)
				10022100-54100	SUPPLIES	\$5.82
				10022100-54100	SUPPLIES	\$623.80
					Vendor Total:	\$865.80
					INVOICE TOTAL:	\$427,262.85

List of Checks Presented for Approval on 8/11/2017

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


 Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	286966	MISC RENTAL & SUPPLIES AS NEED	\$50.91	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.91
	286962	MISC RENTAL & SUPPLIES AS NEED	\$28.32	80026110-54100	SUPPLIES	\$28.32
Vendor Total:						\$79.23
ALSCO-AMERICAN LINEN DIVISION	LSRO1003113	LAUNDRY SERVICE	\$248.10	20324100-52100	CONTRACTED SERVICES	\$248.10
Vendor Total:						\$248.10
AMAZON CAPITAL SERVICES	0TJS-TQBQ- HF5M	ELECTRICAL EQUIPMENT AND SUPPL	\$50.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.25)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.63)
				80026220-54100	SUPPLIES	\$4.20
				80026220-54100	SUPPLIES	\$50.00
	0TJS-TQBQ- KB1V	ELECTRICAL EQUIPMENT AND SUPPL	\$418.26	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.49)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.95)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.95)
				80026220-54100	SUPPLIES	\$4.39
	02QV-7JRK- KYWG	ELECTRICAL EQUIPMENT AND SUPPL	\$276.70	80026220-54100	SUPPLIES	\$418.26
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.93)

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	02QV-7JRK-KYWG	ELECTRICAL EQUIPMENT AND SUPPL	\$276.70	80026220-54100	SUPPLIES	\$0.93
				80026220-54100	SUPPLIES	\$276.70
	1YNQ-MT97-G6WT	MISCELLANEOUS SUPPLIES AS NEED	\$952.80	10022500-54100	SUPPLIES	\$952.80
				Vendor Total:		\$1,697.76
AMERICAN RIVER COLLEGE	DV 080217	REGISTRATION	\$121.00	10020210-57100	CONFERENCE & TRAINING	\$121.00
				Vendor Total:		\$121.00
ARGONAUT CONSTRUCTORS	7-080317	2016 SEWER & WATER REPLACEMENT	\$315,487.27	82224413-80230	INFRASTRUCTURE	\$112,726.84
				84024421-80230	INFRASTRUCTURE	\$202,760.43
				Vendor Total:		\$315,487.27
AT&T	JULY 17	INTERNET SERVICES	\$75.00	77725200-55100	TELEPHONE	\$75.00
				Vendor Total:		\$75.00
B & B INDUSTRIAL SUPPLY INC	189740	MISCELLANEOUS MATERIALS AS NEE	\$1.19	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.19
	215087	MISCELLANEOUS MATERIALS AS NEE	\$1.99	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.99
	189699	MISCELLANEOUS MATERIALS AS NEE	\$6.83	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6.83
	189656	MISCELLANEOUS MATERIALS AS NEE	\$9.10	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.10
	189637	MISCELLANEOUS MATERIALS AS NEE	\$19.64	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.64
	189320	MISCELLANEOUS MATERIALS AS NEE	\$95.00	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$95.00
				Vendor Total:		\$133.75
BAUER COMPRESSORS INC	0000228604	SCBA BOTTLES/CYLINDERS 101279	\$14,398.49	22021210-54100	SUPPLIES	\$14,398.49
				Vendor Total:		\$14,398.49

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BRENNTAG PACIFIC INC	BPI752076	SODIUM HYDROXIDE 30%	\$6,053.93	82024411-58202	CHEMICALS	\$6,053.93
					Vendor Total:	\$6,053.93
CA POLICE CHIEFS ASSOC	113134	REGISTRATION	\$500.00	10020210-57100	CONFERENCE & TRAINING	\$500.00
					Vendor Total:	\$500.00
CANTEEN SERVICE	10013	MISCELLANEOUS SUPPLIES AS NEED	\$61.50	10022300-54100	SUPPLIES	\$61.50
					Vendor Total:	\$61.50
CLOVER STORNETTA FARMS	0100733156	PROVIDE MISC GOODS AS NEEDED	\$31.70	10022300-54100	SUPPLIES	\$31.70
					Vendor Total:	\$31.70
CONVERGENT COMPUTING	BILL45569	IT SERVICES	\$450.00	20913900-54320	SOFTWARE	\$450.00
					Vendor Total:	\$450.00
CORNWELL QUALITY TOOLS	1616	TOOLS AS NEEDED	\$10.74	20324100-54102	SMALL TOOLS	\$10.74
					Vendor Total:	\$10.74
CORY OLIVER	TA 8/20-25/17	TRAVEL ADVANCE	\$718.56	10020210-57100	CONFERENCE & TRAINING	\$718.56
					Vendor Total:	\$718.56
COUNTY BUILDING OFFICIALS ASSOCIATION OF CA	111-2017	JOB POSTING	\$75.00	10016100-54162	HR - ADVERTISING	\$75.00
					Vendor Total:	\$75.00
DANIEL SPENCE	DV 080317	REIMBURSEMENT POOL CONCESSIONS	\$32.02	10022300-54100	SUPPLIES	\$32.02
	DV 073117	REIMBURSEMENT POOL CONCESSIONS	\$225.63	10022300-54100	SUPPLIES	\$225.63
					Vendor Total:	\$257.65

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DIALED IN ATHLETICS	1150	SCREEN PRINT	\$402.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.45)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.90)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.80)
				10022822-54100	SUPPLIES	\$3.15
				10022822-54100	SUPPLIES	\$402.00
				Vendor Total:		\$402.00
DISBURSEMENT UNIT	DV081017	INCOME WITHHOLDING ORDER	\$75.00	10000000-20150	AP CONTRACT RETAINAGE	\$75.00
				Vendor Total:		\$75.00
EFAX CORPORATE	951614	EFAX SERVICES	\$131.50	10012200-55100	TELEPHONE	\$131.50
				Vendor Total:		\$131.50
EPIC AVIATION LLC	6998510	JET A	\$11,026.58	77725200-58401	AVIATION FUEL	\$11,026.58
				Vendor Total:		\$11,026.58
EVOQUA WATER TECHNOLOGIES LLC	903188349	PARTS AS NEEDED	\$182.07	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$182.07
				Vendor Total:		\$182.07
FASTENAL	CAUKA27218	MISC SUPPLIES AS NEEDED	\$8.91	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.91
	CAUKA27136	MISC SUPPLIES AS NEEDED	\$5.54	84024421-56130	EXTERNAL SERVICES	\$5.54
				Vendor Total:		\$14.45
FORESTRY SUPPLIERS INC	223004-00	HARD HATS	\$132.34	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.58)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.35)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FORESTRY SUPPLIERS INC	223004-00	HARD HATS	\$132.34	10022100-54100	SUPPLIES	\$9.66
				10022100-54100	SUPPLIES	\$132.34
				Vendor Total:		\$132.34
FRIEDMANS HOME IMPROVEMENT	36018234	MISC ITEMS AS NEEDED	\$15.61	10022100-59400	BAD DEBT EXPENSE	\$15.61
	36020504	MISC ITEMS AS NEEDED	\$25.26	20822500-56300	BUILDING MAINT. & REPAIR	\$25.26
	35997467	MISC ITEMS AS NEEDED	\$84.50	20822500-56300	BUILDING MAINT. & REPAIR	\$0.40
				20822500-56300	BUILDING MAINT. & REPAIR	\$84.50
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
				20822500-56300	BUILDING MAINT. & REPAIR	\$84.93
	36026985	MISC ITEMS AS NEEDED	\$84.93	20822500-56300	BUILDING MAINT. & REPAIR	\$84.93
	36018812	MISC ITEMS AS NEEDED	\$132.12	20822500-56300	BUILDING MAINT. & REPAIR	\$132.12
	36003296	MISC ITEMS AS NEEDED	\$138.11	20822500-56300	BUILDING MAINT. & REPAIR	\$138.11
	35995923	MISC ITEMS AS NEEDED	\$160.86	20822500-56300	BUILDING MAINT. & REPAIR	\$0.75
				20822500-56300	BUILDING MAINT. & REPAIR	\$160.86
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.75)
	36014241	MISC ITEMS AS NEEDED	\$196.84	20822500-56300	BUILDING MAINT. & REPAIR	\$196.84
	36005236	MISC ITEMS AS NEEDED	\$340.73	20822500-56300	BUILDING MAINT. & REPAIR	\$18.85
				20822500-54102	SMALL TOOLS	\$321.88
	36018683	MISC ITEMS AS NEEDED	\$62.45	77725200-56300	BUILDING MAINT. & REPAIR	\$62.45
	36004739	MISC ITEMS AS NEEDED	\$211.01	77725200-56300	BUILDING MAINT. & REPAIR	\$211.01
	36024497	MISC ITEMS AS NEEDED	\$29.26	82024411-56300	BUILDING MAINT. & REPAIR	\$29.26

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36001854	MISC ITEMS AS NEEDED	\$54.08	82024411-56300	BUILDING MAINT. & REPAIR	\$54.08
	36007051	MISC ITEMS AS NEEDED	\$26.27	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.27
	36011117	MISC ITEMS AS NEEDED	\$56.64	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$56.64
	36008309	MISC ITEMS AS NEEDED	\$5.22	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.22
	36007203	MISC ITEMS AS NEEDED	\$27.08	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.08
	36023699	MISC ITEMS AS NEEDED	\$96.85	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$96.85
	36007152	MISC ITEMS AS NEEDED	\$165.61	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$165.61
	36021194	MISC ITEMS AS NEEDED	\$420.39	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$420.39
	36020064	MISC ITEMS AS NEEDED	\$16.57	10020210-56130	EXTERNAL SERVICES	\$16.57
	36023759	MISC ITEMS AS NEEDED	\$100.82	10020210-56130	EXTERNAL SERVICES	\$100.82
	36005334	MISC ITEMS AS NEEDED	\$8.96	84024425-56130	EXTERNAL SERVICES	\$8.96
	35997352	MISC ITEMS AS NEEDED	\$25.63	84024425-56504	FACILITY MAINTENANCE & REPAIR	\$0.12
				84024425-56504	FACILITY MAINTENANCE & REPAIR	\$25.63
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)
	36015018	MISC ITEMS AS NEEDED	\$41.46	90000000-23243	FAMILY FUN IN THE SUN	\$41.46
	35993434	MISC ITEMS AS NEEDED	\$149.36	90000000-23236	FIELD SIGNAGE FEES	\$0.70
				90000000-23236	FIELD SIGNAGE FEES	\$149.36
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.70)
	35995271	MISC ITEMS AS NEEDED	\$7.66	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
				82024414-54100	SUPPLIES	\$0.04

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35995271	MISC ITEMS AS NEEDED	\$7.66	82024414-54100	SUPPLIES	\$7.66
	35992952	MISC ITEMS AS NEEDED	\$14.38	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
				10024220-54120	PW - SPECIAL SUPPLIES	\$0.07
				10024220-54120	PW - SPECIAL SUPPLIES	\$14.38
	35997116	MISC ITEMS AS NEEDED	\$25.02	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)
				20913900-54100	SUPPLIES	\$0.12
				20913900-54100	SUPPLIES	\$25.02
	35993072	MISC ITEMS AS NEEDED	\$31.10	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				80026110-54100	SUPPLIES	\$0.15
				80026110-54100	SUPPLIES	\$31.10
	35995189	MISC ITEMS AS NEEDED	\$31.23	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				10024220-54120	PW - SPECIAL SUPPLIES	\$0.15
				10024220-54120	PW - SPECIAL SUPPLIES	\$31.23
	35995874	MISC ITEMS AS NEEDED	\$41.72	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.20)
				10024220-54120	PW - SPECIAL SUPPLIES	\$0.20
				10024220-54120	PW - SPECIAL SUPPLIES	\$41.72
	35995331	MISC ITEMS AS NEEDED	\$89.95	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.42)
				10022100-54100	SUPPLIES	\$0.42
				10022100-54100	SUPPLIES	\$89.95
	35995269	MISC ITEMS AS NEEDED	\$155.01	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.72)
				10024220-54120	PW - SPECIAL SUPPLIES	\$0.72
				10024220-54120	PW - SPECIAL SUPPLIES	\$155.01

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36002764	MISC ITEMS AS NEEDED	\$12.85	10024220-54120	PW - SPECIAL SUPPLIES	\$12.85
	36018188	MISC ITEMS AS NEEDED	\$26.30	10024220-54120	PW - SPECIAL SUPPLIES	\$26.30
	36015508	MISC ITEMS AS NEEDED	\$37.30	10024220-54120	PW - SPECIAL SUPPLIES	\$37.30
	36005599	MISC ITEMS AS NEEDED	\$44.64	10024220-54120	PW - SPECIAL SUPPLIES	\$44.64
	36020110	MISC ITEMS AS NEEDED	\$51.24	10024220-54120	PW - SPECIAL SUPPLIES	\$51.24
	36012991	MISC ITEMS AS NEEDED	\$54.14	10024220-54120	PW - SPECIAL SUPPLIES	\$54.14
	36001394	MISC ITEMS AS NEEDED	\$238.43	10024220-54120	PW - SPECIAL SUPPLIES	\$238.43
	36002218	MISC ITEMS AS NEEDED	\$67.73	20324100-58510	REIMBURSABLE JOBS	\$67.73
	36004077	MISC ITEMS AS NEEDED	\$30.42	10024220-54102	SMALL TOOLS	\$30.42
	36014769	MISC ITEMS AS NEEDED	\$68.54	10024220-54102	SMALL TOOLS	\$68.54
	36013976	MISC ITEMS AS NEEDED	\$279.12	10024220-54102	SMALL TOOLS	\$279.12
	36026458	MISC ITEMS AS NEEDED	\$39.29	80026210-54102	SMALL TOOLS	\$39.29
	36019689	MISC ITEMS AS NEEDED	\$61.44	84024421-54102	SMALL TOOLS	\$61.44
	36011359	MISC ITEMS AS NEEDED	\$14.13	84024425-54102	SMALL TOOLS	\$14.13
	36025051	MISC ITEMS AS NEEDED	\$113.70	84024425-54102	SMALL TOOLS	\$113.70
	36022100	MISC ITEMS AS NEEDED	\$182.16	84024425-54102	SMALL TOOLS	\$182.16
	36027194	MISC ITEMS AS NEEDED	\$421.47	84024425-54102	SMALL TOOLS	\$421.47
	36018064	MISC ITEMS AS NEEDED	\$17.08	10022100-54100	SUPPLIES	\$17.08
	36019628	MISC ITEMS AS NEEDED	\$22.94	10022100-54100	SUPPLIES	\$22.94

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36023218	MISC ITEMS AS NEEDED	\$27.08	10022100-54100	SUPPLIES	\$27.08
	36014755	MISC ITEMS AS NEEDED	\$27.55	10022100-54100	SUPPLIES	\$27.55
	36021837	MISC ITEMS AS NEEDED	\$29.74	10022100-54100	SUPPLIES	\$29.74
	36011067	MISC ITEMS AS NEEDED	\$54.75	10022100-54100	SUPPLIES	\$54.75
	36019382	MISC ITEMS AS NEEDED	\$0.49	10022850-54100	SUPPLIES	\$0.49
	36018912	MISC ITEMS AS NEEDED	\$151.71	80026110-54100	SUPPLIES	\$151.71
	36027117	MISC ITEMS AS NEEDED	\$11.79	80026120-54100	SUPPLIES	\$11.79
	36005932	MISC ITEMS AS NEEDED	\$14.46	80026120-54100	SUPPLIES	\$14.46
	36001334	MISC ITEMS AS NEEDED	\$10.12	80026220-54100	SUPPLIES	\$10.12
	36005879	MISC ITEMS AS NEEDED	\$15.26	80026400-54100	SUPPLIES	\$15.26
	36012419	MISC ITEMS AS NEEDED	\$2.93	82024414-54100	SUPPLIES	\$2.93
	36011081	MISC ITEMS AS NEEDED	\$23.54	82024414-54100	SUPPLIES	\$23.54
	36014768	MISC ITEMS AS NEEDED	\$43.12	82024414-54100	SUPPLIES	\$43.12
	36001860	MISC ITEMS AS NEEDED	\$51.23	82024414-54100	SUPPLIES	\$51.23
	36004784	MISC ITEMS AS NEEDED	\$51.23	82024414-54100	SUPPLIES	\$51.23
	35998637	MISC ITEMS AS NEEDED	\$57.22	82024414-54100	SUPPLIES	\$57.22
	36010599	MISC ITEMS AS NEEDED	\$79.67	82024414-54100	SUPPLIES	\$79.67
	36011892	MISC ITEMS AS NEEDED	\$101.20	82024414-54100	SUPPLIES	\$101.20
	36018607	MISC ITEMS AS NEEDED	\$11.35	84024421-54100	SUPPLIES	\$11.35

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36003177	MISC ITEMS AS NEEDED	\$25.21	84024425-54100	SUPPLIES	\$25.21
					Vendor Total:	\$5,645.26
GALLS LLC	007942486	COP BODY ARMOR	\$153.54	10020210-56130	EXTERNAL SERVICES	\$153.54
					Vendor Total:	\$153.54
GARTON TRACTOR INC	CU31711	PARTS AS NEEDED	\$76.08	10024220-56130	EXTERNAL SERVICES	\$76.08
					Vendor Total:	\$76.08
GEMPLER'S INC	SI03566762	SUPPLIES AS NEEDED	\$382.12	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.48)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.91)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.91)
				90000000-23013	STATE USE TAX LIABILITY	(\$27.71)
				10022100-54100	SUPPLIES	\$32.01
				10022100-54100	SUPPLIES	\$382.12
					Vendor Total:	\$382.12
GINA GRECO	DV 080217	INSTRUCTOR	\$1,725.50	10022850-52100	CONTRACTED SERVICES	\$1,725.50
					Vendor Total:	\$1,725.50
GRANITE CONSTRUCTION COMPANY	1206496	MISC ROCK & ROAD PATCH MATERIA	\$193.35	82024414-54100	SUPPLIES	\$114.70
				84024421-54100	SUPPLIES	\$78.65
	1208773	MISC ROCK & ROAD PATCH MATERIA	\$1,285.41	82024414-54100	SUPPLIES	\$1,285.41
	1208760	MISC ROCK & ROAD PATCH MATERIA	\$2,257.67	82024414-54100	SUPPLIES	\$2,257.67
					Vendor Total:	\$3,736.43

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
HART'S AUTO SUPPLY	37085	PARTS AS NEEDED	\$454.12	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.57)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.27)
				10020210-56130	EXTERNAL SERVICES	\$38.04
				10020210-56130	EXTERNAL SERVICES	\$454.12
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.27)
				90000000-23013	STATE USE TAX LIABILITY	(\$32.93)
				Vendor Total:		\$454.12
INTEGRITY SHRED	72001	DOCUMENT SHREDDING	\$28.50	10016100-52100	CONTRACTED SERVICES	\$28.50
						Vendor Total:
ISABEL MADRIGAL	TA 10/16-20/17	TRAVEL ADVANCE	\$741.25	10020210-57100	CONFERENCE & TRAINING	\$741.25
						Vendor Total:
J & M LOCK	34257	DUPLICATE KEYS, REPAIRS & MISC	\$17.38	20822500-56300	BUILDING MAINT. & REPAIR	\$17.38
						Vendor Total:
JAMES O'BRIEN	TR 7/25-27/17	TRAVEL REIMBURSEMENT	\$433.48	80026400-57100	CONFERENCE & TRAINING	\$433.48
						Vendor Total:
JASON CHAPMAN	TA 8/30-31/17	TRAVEL ADVANCE	\$250.70	10020210-57100	CONFERENCE & TRAINING	\$250.70
						Vendor Total:
LILY MENDOZA	DV 080217	INSTRUCTOR	\$100.00	10022850-52100	CONTRACTED SERVICES	\$100.00
						Vendor Total:
MATTHEW MICHAEL COUGHLIN	DV 080217	INSTRUCTOR	\$350.00	10022850-52100	CONTRACTED SERVICES	\$350.00
						Vendor Total:

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MAX BRAZILL	TA 8/30-31/17	TRAVEL ADVANCE	\$250.70	10020210-57100	CONFERENCE & TRAINING	\$250.70
					Vendor Total:	\$250.70
MEL GRANDI	DV 073117	TRAVEL ADVANCE	\$209.88	80026400-57100	CONFERENCE & TRAINING	\$209.88
					Vendor Total:	\$209.88
MENDOCINO COUNTY FARM SUPPLY	439677	MISCELLANEOUS PURCHASES AS REQ	\$10.75	20824300-56210	FUEL & FLUIDS	\$10.75
	439946	MISCELLANEOUS PURCHASES AS REQ	\$126.29	10024220-54120	PW - SPECIAL SUPPLIES	\$126.29
					Vendor Total:	\$137.04
MISSOURI TURF PAINT	7720	SUPPLIES AS NEEDED	\$549.90	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.69)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.75)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.75)
				90000000-23013	STATE USE TAX LIABILITY	(\$39.87)
				10022822-54100	SUPPLIES	\$46.06
				10022822-54100	SUPPLIES	\$549.90
					Vendor Total:	\$549.90
NATHANIEL HAYES	DV 080217	INSTRUCTOR	\$728.00	10022850-52100	CONTRACTED SERVICES	\$728.00
					Vendor Total:	\$728.00
NFPA	2686801	ANNUAL MEMBERSHIP	\$175.00	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$175.00
					Vendor Total:	\$175.00
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13505	MISC ROCK & ROAD PATCH MATERIA	\$474.78	10024220-54124	PW - CONCRETE/SUPPLIES	\$474.78

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13503	MISC ROCK & ROAD PATCH MATERIA	\$371.09	82024414-54100	SUPPLIES	\$371.09
Vendor Total:						\$845.87
ONE TIME PAY VENDOR	106319-7	UTILITY REFUND	\$43.15	90100000-10421	UTILITY RECEIVABLES CLEARING	\$43.15
	110564-2	UTILITY REFUND	\$61.16	90100000-10421	UTILITY RECEIVABLES CLEARING	\$61.16
	117697-3	UTILITY REFUND	\$112.22	90100000-10421	UTILITY RECEIVABLES CLEARING	\$112.22
Vendor Total:						\$216.53
OPPERMAN & SON INC	1271820006	MISCELLANEOUS PARTS AS NEEDED	\$74.26	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$74.26
	1271910002	MISCELLANEOUS PARTS AS NEEDED	\$23.80	10020210-56130	EXTERNAL SERVICES	\$23.80
	1271910046	MISCELLANEOUS PARTS AS NEEDED	\$280.20	80026400-56130	EXTERNAL SERVICES	\$280.20
	1271950019	MISCELLANEOUS PARTS AS NEEDED	\$102.42	82024414-56130	EXTERNAL SERVICES	\$102.42
	1271990006	MISCELLANEOUS PARTS AS NEEDED	\$84.59	84024421-56130	EXTERNAL SERVICES	\$84.59
	1272000024	MISCELLANEOUS PARTS AS NEEDED	\$350.58	84024421-56130	EXTERNAL SERVICES	\$350.58
	1272050018	MISCELLANEOUS PARTS AS NEEDED	\$13.76	84024425-56130	EXTERNAL SERVICES	\$13.76
Vendor Total:						\$929.61
OREILLY AUTO PARTS	2707-348581	PARTS AS NEEDED	\$181.64	82024414-56130	EXTERNAL SERVICES	\$181.64
Vendor Total:						\$181.64
OWEN EQUIPMENT COMPANY	00039676.1	RETURNED PARTS	(\$14.97)	84024421-56130	EXTERNAL SERVICES	(\$14.97)
	00039676	PARTS AS NEEDED	\$51.22	84024421-56130	EXTERNAL SERVICES	\$51.22
Vendor Total:						\$36.25

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	024015831	MISCELLANEOUS ITEMS AS NEEDED	\$125.68	10022100-59400	BAD DEBT EXPENSE	\$125.68
	024003031	MISCELLANEOUS ITEMS AS NEEDED	\$99.17	20822500-56300	BUILDING MAINT. & REPAIR	\$31.15
				20822500-54102	SMALL TOOLS	\$68.02
	024011829	MISCELLANEOUS ITEMS AS NEEDED	\$151.26	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$151.26
	023904748-3	PLUMBING EQUIPMENT, FIXTURES,	\$29.65	82000000-12104	INVENTORY - PURCHASES	\$29.65
	023992494	PLUMBING EQUIPMENT, FIXTURES,	\$114.27	82000000-12104	INVENTORY - PURCHASES	\$114.27
	023995915	MISCELLANEOUS ITEMS AS NEEDED	\$41.17	84024425-54102	SMALL TOOLS	\$41.17
	024016399	MISCELLANEOUS ITEMS AS NEEDED	\$161.00	82024414-54100	SUPPLIES	\$161.00
	023979711	MISCELLANEOUS ITEMS AS NEEDED	\$443.67	82024414-54100	SUPPLIES	\$443.67
	Vendor Total:					\$1,165.87
PETERSON CAT	PC060139316	PARTS & SERVICE REPAIRS AS NEE	\$105.22	10020210-56130	EXTERNAL SERVICES	\$105.22
	PC060139342	PARTS & SERVICE REPAIRS AS NEE	\$48.99	10024220-56130	EXTERNAL SERVICES	\$48.99
	PC060139215	PARTS & SERVICE REPAIRS AS NEE	\$262.72	80026400-56130	EXTERNAL SERVICES	\$262.72
	PC060139376	PARTS & SERVICE REPAIRS AS NEE	\$131.76	82024414-56130	EXTERNAL SERVICES	\$131.76
	PC060139588	PARTS & SERVICE REPAIRS AS NEE	\$23.73	20324100-54100	SUPPLIES	\$23.73
	Vendor Total:					\$572.42
PETERSON TRUCKS INC	273854P	PARTS AS NEEDED	\$21.59	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.06
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$12.85
				10022100-56130	EXTERNAL SERVICES	\$0.04
				10022100-56130	EXTERNAL SERVICES	\$8.74

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PETERSON TRUCKS INC	273854P	PARTS AS NEEDED	\$21.59	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
	273263P	TOWEL AND FILTERS	\$231.85	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$1.08
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$231.85
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.08)
	272746PX1	AIR FILTER	\$33.77	10024220-56130	EXTERNAL SERVICES	\$0.16
				10024220-56130	EXTERNAL SERVICES	\$33.77
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.16)
	274254P	SHOP TOWEL BOX	\$19.42	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.09)
				20324100-54100	SUPPLIES	\$0.09
				20324100-54100	SUPPLIES	\$19.42
Vendor Total:					\$306.63	
PHILLIPS SEABROOK ASSOCIATES	7538	STRUCT ENNG/PLAN CHCK/SUBSTIT	\$1,660.03	10023320-52100	CONTRACTED SERVICES	\$1,660.03
Vendor Total:					\$1,660.03	
PITNEY BOWES INC	1004702813	POSTAGE MACHINE LEASE & SUPPLI	\$162.56	20513300-54100	SUPPLIES	\$162.56
Vendor Total:					\$162.56	
PLATT ELECTRIC SUPPLY	N559933	MISC ELECTRICAL SUPPLIES AS NE	\$242.44	20822500-56300	BUILDING MAINT. & REPAIR	\$1.09
				20822500-56300	BUILDING MAINT. & REPAIR	\$185.93
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.22)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.87)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.27)
				20822500-54102	SMALL TOOLS	\$0.34

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PLATT ELECTRIC SUPPLY	N559933	MISC ELECTRICAL SUPPLIES AS NE	\$242.44	20822500-54102	SMALL TOOLS	\$56.51
	N462588	MISC ELECTRICAL SUPPLIES AS NE	\$53.22	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.32
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$53.22
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
	N469675	MISC ELECTRICAL SUPPLIES AS NE	\$177.40	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.21)
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.04
				84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$177.40
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.83)
	Vendor Total:					\$473.06
POLICEONE.COM	11383 REV.1	TASER RECERTIFICATION	\$450.00	10020210-57100	CONFERENCE & TRAINING	\$450.00
POWER INDUSTRIES INC	736671	PARTS AS NEEDED	\$27.18	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.18
	736776	PARTS AS NEEDED	\$70.78	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$70.78
	736348	PARTS AS NEEDED	\$145.05	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$145.05
	736056	PARTS AS NEEDED	\$177.93	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$177.93
	736766	SUPPLIES AS NEEDED	\$269.41	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$269.41
	736058	SUPPLIES AS NEEDED	\$347.33	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$347.33
	736973	PARTS AS NEEDED	\$641.59	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$641.59
	Vendor Total:					\$1,679.27

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUMPING SOLUTIONS INC	3015050	IWAKI PUMP	\$806.61	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.91)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.61)
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.13
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$806.61
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.61)
				Vendor Total:		\$806.61
RAE SYSTEMS BY HONEYWELL	50321479	AIR SENSOR MONITOR	\$471.20	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$471.20
				Vendor Total:		\$471.20
RAINBOW AGRICULTURAL SERVICES	5446791-00	PARTS & MISC SUPPLIES AS NEEDED	\$3.89	82024411-56300	BUILDING MAINT. & REPAIR	\$3.89
	5446423-00	PARTS & MISC SUPPLIES AS NEEDED	\$24.92	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$24.92
	5442076-00	PARTS & MISC SUPPLIES AS NEEDED	\$9.53	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.53
	5445502-00	PARTS & MISC SUPPLIES AS NEEDED	\$60.93	10022100-56130	EXTERNAL SERVICES	\$60.93
	5446152-00	PARTS & MISC SUPPLIES AS NEEDED	\$27.80	10024220-54120	PW - SPECIAL SUPPLIES	\$27.80
	5442285-00	PARTS & MISC SUPPLIES AS NEEDED	\$52.42	10024220-54120	PW - SPECIAL SUPPLIES	\$52.42
	5445409-00	PARTS & MISC SUPPLIES AS NEEDED	\$53.46	10024220-54120	PW - SPECIAL SUPPLIES	\$53.46
	5446684-00	PARTS & MISC SUPPLIES AS NEEDED	\$224.57	10024220-54120	PW - SPECIAL SUPPLIES	\$224.57
	5449853-00	PARTS & MISC SUPPLIES AS NEEDED	\$633.94	10022100-54102	SMALL TOOLS	\$633.94
	5443700-00	PARTS & MISC SUPPLIES AS NEEDED	\$43.34	10020210-54100	SUPPLIES	\$43.34
	544933-00	PARTS & MISC SUPPLIES AS NEEDED	\$54.17	10020210-54100	SUPPLIES	\$54.17

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	5442432-00	PARTS & MISC SUPPLIES AS NEEDE	\$65.01	10020210-54100	SUPPLIES	\$65.01
	5442564-00	PARTS & MISC SUPPLIES AS NEEDE	\$88.07	10020210-54100	SUPPLIES	\$88.07
	5443567-00	PARTS & MISC SUPPLIES AS NEEDE	\$60.12	10022100-54100	SUPPLIES	\$60.12
	5449680-00	PARTS & MISC SUPPLIES AS NEEDE	\$69.11	10022100-54100	SUPPLIES	\$69.11
Vendor Total: -----						\$1,471.28
RED CARPET MINI STORAGE	1354	UNIT A64 RENT (7/1/17-6/30/18)	\$1,140.00	63020210-54100	SUPPLIES	\$1,140.00
Vendor Total: -----						\$1,140.00
REDWOOD COAST FUELS	1863042	CARDLOCK FUEL PURCHASES	\$43.13	84024421-56130	EXTERNAL SERVICES	\$43.13
	0071362	CARDLOCK FUEL PURCHASES	\$334.06	20824300-56210	FUEL & FLUIDS	\$334.06
	0071468	CARDLOCK FUEL PURCHASES	\$412.86	20824300-56210	FUEL & FLUIDS	\$412.86
	0072142	CARDLOCK FUEL PURCHASES	\$2,209.89	82024411-56210	FUEL & FLUIDS	\$2,209.89
	1862568	CARDLOCK FUEL PURCHASES	\$1,005.18	20324100-58410	GARAGE LUBRICANTS & PARTS	\$1,005.18
Vendor Total: -----						\$4,005.12
REDWOOD EMPIRE AIKIKAI	DV 080217	INSTRUCTOR	\$936.00	10022850-52100	CONTRACTED SERVICES	\$936.00
Vendor Total: -----						\$936.00
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DV080117	LIABILITY, PROPERTY, AUTO AN POLLUTION PREMIUMS	\$433,487.00	20216200-52527	A.D.P. PREMIUM & DEDUCTIBLE	\$35,145.00
				20216200-52521	LIABILITY INSURANCE PREMIUM	\$317,849.00
				20216200-52530	POLLUTION-ENVIRON INS PREMIUM	\$3,239.00
				20216200-52524	PROPERTY INSURANCE	\$77,254.00
Vendor Total: -----						\$433,487.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
RICHARD SEANOR	8/02/17	REIMBURSE TRAVEL EXPENSE	\$15.00	10024210-57100	CONFERENCE & TRAINING	\$15.00
					Vendor Total:	\$15.00
RINO PACIFIC	CL19442	FUEL AS NEEDED	\$62.39	82024414-56210	FUEL & FLUIDS	\$33.69
				84024421-56210	FUEL & FLUIDS	\$28.70
	CL19317	FUEL AS NEEDED	\$151.33	82024414-56210	FUEL & FLUIDS	\$81.72
				84024421-56210	FUEL & FLUIDS	\$69.61
					Vendor Total:	\$213.72
RKS RESEARCH & CONSULTING	R4577	RESEARCH & CONSULTING	\$3,500.00	80026400-52100	CONTRACTED SERVICES	\$3,500.00
					Vendor Total:	\$3,500.00
ROBERTSON & ASSOCIATES CPAS	59561	CPA SERVICES	\$2,500.00	10012400-52100	CONTRACTED SERVICES	\$2,500.00
					Vendor Total:	\$2,500.00
RODS SHOES	SF-17750	BOOT ALLOWANCE	\$130.05	82024411-54100	SUPPLIES	\$130.05
					Vendor Total:	\$130.05
SANTA ROSA JUNIOR COLLEGE	AR18-00110	REGISTRATION	\$148.00	10020210-57100	CONFERENCE & TRAINING	\$148.00
					Vendor Total:	\$148.00
SIERRA CHEMICAL	SLS/10048704	LIQ SODIUM HYPOCHLORITE	\$3,034.03	84024425-58202	CHEMICALS	\$3,034.03
	SLS/10048722	LIQ SODIUM HYPOCHLORITE	\$3,034.03	84024425-58202	CHEMICALS	\$3,034.03
					Vendor Total:	\$6,068.06
SIRI GRADING & PAVING INC	9	Spec 15-17 GHM Landscape Impro	\$124,991.91	31022700-80230	INFRASTRUCTURE	\$124,991.91
					Vendor Total:	\$124,991.91

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SLAM DUNK PIZZA	184157	POOL CONCESSIONS	\$63.39	10022300-54100	SUPPLIES	\$63.39
	187215	POOL CONCESSIONS	\$67.58	10022300-54100	SUPPLIES	\$67.58
	Vendor Total:					\$130.97
SOLID WASTES SYSTEMS INC	345977	MISCELLANEOUS DUMP FEES	\$161.26	84024425-59101	FEES	\$10.60
				10024220-54120	PW - SPECIAL SUPPLIES	\$10.60
				10024220-54120	PW - SPECIAL SUPPLIES	\$14.20
				10024220-54120	PW - SPECIAL SUPPLIES	\$15.79
				10024220-54120	PW - SPECIAL SUPPLIES	\$16.72
				10024220-54120	PW - SPECIAL SUPPLIES	\$16.96
				10024220-54120	PW - SPECIAL SUPPLIES	\$19.51
				10024220-54120	PW - SPECIAL SUPPLIES	\$25.08
				10024220-54120	PW - SPECIAL SUPPLIES	\$31.80
				Vendor Total:		
TELSTAR INSTRUMENTS INC	90880	EQUIPMENT MAINT, REPAIR, AND R	\$1,427.00	84024425-52100	CONTRACTED SERVICES	\$1,427.00
Vendor Total:					\$1,427.00	
THE SACRAMENTO BEE	103100037-06262017	EMPLOYMENT POSTING	\$141.04	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$141.04
Vendor Total:					\$141.04	
THOMAS KIELY	TA 8/21-25/17	TRAVEL ADVANCE	\$225.00	10020210-57100	CONFERENCE & TRAINING	\$225.00
Vendor Total:					\$225.00	
THOMPSON'S PARTY RENTALS	01-022882-02	MISC PARTY RENTALS & SUPPLIES	\$40.00	10022810-54100	SUPPLIES	\$40.00
Vendor Total:					\$40.00	

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TIFFANY BREECE	TA 8/28-30/17	TRAVEL ADVANCE	\$435.44	20620231-57100	CONFERENCE & TRAINING	\$435.44
					Vendor Total:	\$435.44
TIM POMA	DV 072817	REIMBURSEMENT SUPPLIES	\$75.35	90000000-23235	MOVIES IN THE PLAZA	\$34.22
				10022850-54100	SUPPLIES	\$41.13
					Vendor Total:	\$75.35
TRACTOR SUPPLY CREDIT PLAN	343842	MISCELLANEOUS SUPPLIES AS NEED	\$75.84	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.84
	232920	MISCELLANEOUS SUPPLIES AS NEED	\$8.12	80026210-54100	SUPPLIES	\$8.12
	344058	MISCELLANEOUS SUPPLIES AS NEED	\$162.55	84024425-54100	SUPPLIES	\$162.55
	345299	MISCELLANEOUS SUPPLIES AS NEED	\$162.55	84024425-54100	SUPPLIES	\$162.55
					Vendor Total:	\$409.06
UKIAH AUTO PARTS	006988	AUTO & MACHINE PARTS & MATERIA	\$15.01	10022100-59400	BAD DEBT EXPENSE	\$15.01
	010327	AUTO & MACHINE PARTS & MATERIA	\$4.00	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$4.00
	007478	AUTO & MACHINE PARTS & MATERIA	\$10.78	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$10.78
	009303	AUTO & MACHINE PARTS & MATERIA	\$13.28	10020210-56130	EXTERNAL SERVICES	\$13.28
	006509	AUTO & MACHINE PARTS & MATERIA	\$29.25	10022100-56130	EXTERNAL SERVICES	\$29.25
	008047	AUTO & MACHINE PARTS & MATERIA	\$144.70	10022100-56130	EXTERNAL SERVICES	\$144.70
	006448	AUTO & MACHINE PARTS & MATERIA	\$29.69	10520210-56130	EXTERNAL SERVICES	\$29.69
	007432	AUTO & MACHINE PARTS & MATERIA	\$7.56	10521210-56130	EXTERNAL SERVICES	\$7.56
	006513	AUTO & MACHINE PARTS & MATERIA	\$11.62	10521210-56130	EXTERNAL SERVICES	\$11.62

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH AUTO PARTS	008948	AUTO & MACHINE PARTS & MATERIA	\$126.04	77725200-56130	EXTERNAL SERVICES	\$126.04
	009136	AUTO & MACHINE PARTS & MATERIA	\$144.04	77725200-56130	EXTERNAL SERVICES	\$144.04
	006753	AUTO & MACHINE PARTS & MATERIA	\$9.30	80026400-56130	EXTERNAL SERVICES	\$9.30
	010055	AUTO & MACHINE PARTS & MATERIA	\$48.77	80026400-56130	EXTERNAL SERVICES	\$48.77
	007746	AUTO & MACHINE PARTS & MATERIA	\$21.68	82024414-56130	EXTERNAL SERVICES	\$21.68
	010531	AUTO & MACHINE PARTS & MATERIA	\$42.76	84024425-56130	EXTERNAL SERVICES	\$42.76
	001116	AUTO & MACHINE PARTS & MATERIA	\$265.45	84024425-56130	EXTERNAL SERVICES	\$265.45
	008700	AUTO & MACHINE PARTS & MATERIA	\$3.23	20324100-54100	SUPPLIES	\$3.23
	007445	AUTO & MACHINE PARTS & MATERIA	\$16.20	20324100-54100	SUPPLIES	\$16.20
	007939	AUTO & MACHINE PARTS & MATERIA	\$15.13	84024425-54100	SUPPLIES	\$15.13
Vendor Total:						\$958.49
UKIAH DAILY JOURNAL	0005973860	PUBLIC HEARING NOTICE	\$81.42	10023100-52100	CONTRACTED SERVICES	\$81.42
	0005982707	PUBLIC HEARING NOTICE	\$125.01	10023100-52100	CONTRACTED SERVICES	\$125.01
	0005969204	PUBLIC HEARING NOTICE	\$195.87	10023100-52100	CONTRACTED SERVICES	\$195.87
	0005973925	NOTICE OF BIDDERS	\$299.75	10024210-59101	FEES	\$299.75
	0005959723	CLASSIFIED POSTING	\$396.69	10016100-54162	HR - ADVERTISING	\$396.69
	0005963169	CLASSIFIED POSTING	\$553.02	10016100-54162	HR - ADVERTISING	\$553.02
	0005973652	LEGAL NOTICE PUBLICATIONS FY 1	\$55.10	10011100-52150	LEGAL SERVICES/EXPENSES	\$55.10
	0005981591	LEGAL NOTICE PUBLICATIONS FY 1	\$66.22	10011100-52150	LEGAL SERVICES/EXPENSES	\$66.22

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	0005972469	PUBLIC HEARING NOTICE	\$74.17	10521210-54100	SUPPLIES	\$74.17
					Vendor Total:	\$1,847.25
UKIAH TROPHIES & GIFTS	582557	SHIRTS AND HATS	\$417.25	10022100-54100	SUPPLIES	\$417.25
					Vendor Total:	\$417.25
UKIAH VALLEY CULTURAL & RECREATIONAL CENTER	DV 080917	17/18 DONATION FOR ARRC	\$5,000.00	63320210-52100	CONTRACTED SERVICES	\$5,000.00
					Vendor Total:	\$5,000.00
ULINE	89183944	INDUSTRIAL NITRATE GLOVES	\$93.87	20822500-54100	SUPPLIES	\$93.87
					Vendor Total:	\$93.87
US CELLULAR	0199857060	CELL PHONES	\$259.84	10024220-55100	TELEPHONE	\$50.62
				80026400-55100	TELEPHONE	\$34.53
				80026400-55100	TELEPHONE	\$61.69
				82024410-55100	TELEPHONE	\$17.33
				82024411-55100	TELEPHONE	\$50.62
				84024421-55100	TELEPHONE	\$17.33
				84024425-55100	TELEPHONE	\$27.72
					Vendor Total:	\$259.84
USA BLUEBOOK	327203	SALINE EYE WASH & MOUNTING BRACKET	\$447.90	82024411-54100	SUPPLIES	\$447.90
					Vendor Total:	\$447.90
UTILITY TREE SERVICE INC	71V16817	ROADSIDE, GROUNDS, RECREATIONA	\$4,216.50	80026110-52100	CONTRACTED SERVICES	\$4,216.50
	72J70817	ROADSIDE, GROUNDS, RECREATIONA	\$5,622.00	80026110-52100	CONTRACTED SERVICES	\$5,622.00
					Vendor Total:	\$9,838.50

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
VAN LANT & FANKHANEL	080717	AUDIT SVCS, 5-YEAR AGREEMENT	\$13,500.00	10013400-52100	CONTRACTED SERVICES	\$13,500.00
					Vendor Total:	\$13,500.00
VERIZON WIRELESS	9789548346	CELL PHONES	\$1,170.48	10022100-54100	SUPPLIES	\$38.01
				10022300-54100	SUPPLIES	\$38.01
				10022840-54100	SUPPLIES	\$38.01
				10023100-54100	SUPPLIES	\$38.01
				77725200-54100	SUPPLIES	\$38.00
				10020210-55100	TELEPHONE	\$76.02
				10024210-55100	TELEPHONE	\$63.35
				10024220-55100	TELEPHONE	\$25.21
				20913900-55100	TELEPHONE	\$385.07
				80026400-55100	TELEPHONE	\$152.04
				82024410-55100	TELEPHONE	\$82.36
				82024411-55100	TELEPHONE	\$38.01
				84024420-55100	TELEPHONE	\$44.35
				84024421-55100	TELEPHONE	\$114.03
					Vendor Total:	\$1,170.48
WIPF CONSTRUCTION	0435	DELIVERY OF VARIOUS MATERIALS	\$597.60	84024421-54100	SUPPLIES	\$597.60
					Vendor Total:	\$597.60
WYATT IRRIGATION CO	233607	PARTS & MISC SUPPLIES AS NEEDED	\$199.08	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.93)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.93)
				10022100-54100	SUPPLIES	\$1.86

List of Checks Presented for Approval on 8/11/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WYATT IRRIGATION CO	233607	PARTS & MISC SUPPLIES AS NEEDED	\$199.08	10022100-54100	SUPPLIES	\$199.08
	233792	PARTS & MISC SUPPLIES AS NEEDED	\$665.78	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.10)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.10)
				10022100-54100	SUPPLIES	\$6.20
				10022100-54100	SUPPLIES	\$665.78
					Vendor Total:	\$864.86
				INVOICE TOTAL:		\$995,113.35

List of Checks Presented for Approval on 8/18/2017

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


 8-29-17 
 Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACCURATE FORKLIFT INC	011048113	FORKLIFT SERVICE	\$190.03	84024425-56130	EXTERNAL SERVICES	\$190.03
					Vendor Total:	\$190.03
ADAMSON POLICE PRODUCTS	INV250866	PARTS AS NEEDED	\$79.05	10024220-56130	EXTERNAL SERVICES	\$79.05
	INV251026	PARTS AS NEEDED	\$367.55	82024414-56130	EXTERNAL SERVICES	\$367.55
					Vendor Total:	\$446.60
AIR TECHNICAL INDUSTRIES	50015468-1	INDUSTRIAL EQUIPMENT	\$5,170.75	82024411-54100	SUPPLIES	\$2,068.30
				84024425-54100	SUPPLIES	\$3,102.45
					Vendor Total:	\$5,170.75
ALHAMBRA NATIONAL WATER	5109554 080617	DRINKING WATER SERVICES	\$115.32	69122700-54100	SUPPLIES	\$20.15
				84024425-54100	SUPPLIES	\$95.17
					Vendor Total:	\$115.32
AMAZON CAPITAL SERVICES	11GF-MWND- 1N99	MISCELLANEOUS SUPPLIES AS NEED	\$77.08	90000000-23226	CONCERT SERIES	\$77.08
	19GQ-NKHT- MM16	MISCELLANEOUS SUPPLIES AS NEED	\$428.08	10022810-54100	SUPPLIES	\$428.08
	1DCC-MRVX- 49MT	MISCELLANEOUS SUPPLIES AS NEED	\$351.12	20913900-54100	SUPPLIES	\$351.12
	11Y7-FT4P- HWMP	SENNHEISER BLUE OFFICERUNNER W	\$411.52	20913900-54100	SUPPLIES	\$411.52

List of Checks Presented for Approval on 8/18/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1FWT-VH7K-NR14	SENNHEISER BLUE OFFICERUNNER W	\$1,234.56	20913900-54100	SUPPLIES	(\$0.01)
				20913900-54100	SUPPLIES	\$1,234.57
					Vendor Total:	\$2,502.36
ARGONAUT CONSTRUCTORS	7-080917	2016 SEWER & WATER REPLACEMENT	\$271,638.75	82224413-80230	INFRASTRUCTURE	\$181,673.22
				84024421-80230	INFRASTRUCTURE	\$89,965.53
					Vendor Total:	\$271,638.75
ARROW FENCING	76880	FENCE PANELS	\$117.05	10022100-52100	CONTRACTED SERVICES	\$117.05
					Vendor Total:	\$117.05
AT&T	AUG 17	CREDIT CARD TERMINAL	\$101.91	77725200-55100	TELEPHONE	\$101.91
					Vendor Total:	\$101.91
BENJAMIN KAGEYAMA	DV 081517	REIMBURSEMENT - RENEWAL QSD/QSP CERT	\$95.00	10024224-57100	CONFERENCE & TRAINING	\$95.00
					Vendor Total:	\$95.00
CA BUILDING OFFICIALS	10808	ADVERTISING	\$255.00	10016100-54162	HR - ADVERTISING	\$255.00
					Vendor Total:	\$255.00
CA DEPT OF FISH & WILDLIFE	DV 081417	STREAMED ALTERATION PERMITS	\$1,683.00	10024224-59101	FEES	\$1,683.00
					Vendor Total:	\$1,683.00
CA RURAL WATER ASSOC	DV 081117	ANNUAL DUES SEPT '17-SEPT '18	\$1,203.00	82024411-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,203.00
					Vendor Total:	\$1,203.00
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	176745	REGISTRATION	\$200.00	10013200-57100	CONFERENCE & TRAINING	\$200.00
					Vendor Total:	\$200.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CANTEEN SERVICE	5975.000854	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
				Vendor Total:		\$45.00
CASCADE PUMP COMPANY	51404	12AF AXIAL FLOW, ONE STAGE, 12	\$28,593.75	84024425-80100	MACHINERY & EQUIPMENT	\$28,593.75
				Vendor Total:		\$28,593.75
CHARLES LEBAK	8/2/17.1	IN HOUSE INVESTIGATION	\$640.00	10020210-54202	MAJOR CRIME INVETIGATIONS	\$640.00
	8/2/17	IN HOUSE INVESTIGATION	\$740.00	10020210-54202	MAJOR CRIME INVETIGATIONS	\$740.00
			Vendor Total:		\$1,380.00	
CHEM DRY	17278	CARPET CLEANING SVCS	\$715.00	20822500-56300	BUILDING MAINT. & REPAIR	\$715.00
				Vendor Total:		\$715.00
CHEVRON AND TEXACO BUSINESS CARD SVCS	51061960	FUEL AS NEEDED UPD	\$567.51	10020210-56210	FUEL & FLUIDS	\$567.51
				Vendor Total:		\$567.51
CHOUINARD & MYHRE INC	1708070	POWER SYSTEM 520	\$3,487.11	20913900-54320	SOFTWARE	\$3,487.11
				Vendor Total:		\$3,487.11
CLARK PEST CONTROL	20321277	PEST CONTROL SVCS	\$74.00	80026220-52100	CONTRACTED SERVICES	\$74.00
				Vendor Total:		\$74.00
CLOVER STORNETTA FARMS	0780421603	PROVIDE MISC GOODS AS NEEDED	\$76.48	10022300-54100	SUPPLIES	\$76.48
	0100729488	PROVIDE MISC GOODS AS NEEDED	\$6.42	73022600-54100	SUPPLIES	\$6.42
			Vendor Total:		\$82.90	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CONDUENT ENTERPRISE SOLUTIONS LLC	1391942	SERVICE CALL FOR PRINTER	\$175.00	20513300-52100	CONTRACTED SERVICES	\$175.00
					Vendor Total:	\$175.00
CONVERGENT COMPUTING	BILL45789	IT SERVICES	\$225.00	20913900-54320	SOFTWARE	\$225.00
					Vendor Total:	\$225.00
CROSSFIT MENDOCINO	CFM072017CITY	CROSS-FIT TRAINING FOR FIRE ST	\$333.33	10021210-57100	CONFERENCE & TRAINING	\$333.33
					Vendor Total:	\$333.33
DAN BUFFALO	TR 7/29-8/4/17	TRAVEL REIMBURSEMENT	\$486.94	10013400-57100	CONFERENCE & TRAINING	\$486.94
					Vendor Total:	\$486.94
DANIEL STEEL & MACHINE INC	072617-C	RIGGING FEES	\$560.00	84024425-52100	CONTRACTED SERVICES	\$560.00
					Vendor Total:	\$560.00
DANNY'S VACUUM SHOP	17384	COMMERCIAL VACCUM	\$450.57	20822500-56300	BUILDING MAINT. & REPAIR	\$450.57
					Vendor Total:	\$450.57
DAPHNE HARRIS	TR7/30-8/4/17	TRAVEL REIMBURSEMENT	\$865.85	10013200-57100	CONFERENCE & TRAINING	\$865.85
					Vendor Total:	\$865.85
DAVID RAPPORT	6624	LEGAL SERVICES FOR FY 17/18	\$30,834.37	84424422-52100	CONTRACTED SERVICES	\$12,332.67
				10014000-52150	LEGAL SERVICES/EXPENSES	\$102.57
				10014000-52150	LEGAL SERVICES/EXPENSES	\$423.36
				10014000-52150	LEGAL SERVICES/EXPENSES	\$13,887.07
				20414000-52150	LEGAL SERVICES/EXPENSES	\$1,109.03
				31422860-52150	LEGAL SERVICES/EXPENSES	\$189.86
				77714000-52150	LEGAL SERVICES/EXPENSES	\$585.21

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DAVID RAPPORT	6624	LEGAL SERVICES FOR FY 17/18	\$30,834.37	80014000-52150	LEGAL SERVICES/EXPENSES	\$1,775.49
				83024430-52150	LEGAL SERVICES/EXPENSES	\$144.03
				84014000-52150	LEGAL SERVICES/EXPENSES	\$305.08
	6625	LEGAL SERVICES FOR FY 17/18	\$1,002.00	96995669-52100	CONTRACTED SERVICES	\$1,002.00
Vendor Total:						\$31,836.37
DEEP VALLEY SECURITY	314801.4	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	316204.4	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	317054	ALARM SERVICES AS REQUIRED	\$167.98	10022100-52180	SECURITY SERVICES	\$167.98
	314801.1	ALARM SERVICES AS REQUIRED	\$419.45	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022822-52180	SECURITY SERVICES	\$22.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				69122700-52180	SECURITY SERVICES	\$42.95
				69122700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				73022600-52180	SECURITY SERVICES	\$34.95
				73022600-52180	SECURITY SERVICES	\$39.95
				82024411-52180	SECURITY SERVICES	\$20.00
				82024411-52180	SECURITY SERVICES	\$24.95
	316204.1	ALARM SERVICES AS REQUIRED	\$419.45	10022100-52180	SECURITY SERVICES	\$26.95

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	316204.1	ALARM SERVICES AS REQUIRED	\$419.45	10022100-52180	SECURITY SERVICES	\$29.95
				10022822-52180	SECURITY SERVICES	\$22.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				69122700-52180	SECURITY SERVICES	\$42.95
				69122700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				73022600-52180	SECURITY SERVICES	\$74.90
				82024411-52180	SECURITY SERVICES	\$20.00
				82024411-52180	SECURITY SERVICES	\$24.95
	16/17CORR.1	ALARM SERVICES AS REQUIRED	(\$742.80)	20824300-52180	SECURITY SERVICES	(\$443.40)
				20824300-52180	SECURITY SERVICES	(\$299.40)
	314801.2	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	316204.2	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	314801.3	STD INSPECTION PER CALL - GARA	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	316204.3	STD INSPECTION PER CALL - GARA	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	16/17CORR.2	MONITORING - STREET/WATER DEPT	\$299.40	20824300-52180	SECURITY SERVICES	\$299.40
	16/17CORR.3	STD INSPECTION PER CALL - GARA	\$443.40	20824300-52180	SECURITY SERVICES	\$443.40
	16/17CORR.4	SECURITY SERVICES	(\$65.00)	69122700-52180	SECURITY SERVICES	(\$65.00)
	16/17CORR.5	ALARM SERVICES AS REQUIRED	\$65.00	69122700-52180	SECURITY SERVICES	\$65.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
					Vendor Total:	\$1,210.58
DELL MARKETING LP	10182963236	DELL LATITUDE 7480	\$1,891.78	10013400-54330	COMPUTER AND TECHNOLOGY	\$1,891.78
	10184181088	DELL LATITUDE 7480	\$2,111.60	10023100-54330	COMPUTER AND TECHNOLOGY	\$2,111.60
					Vendor Total:	\$4,003.38
DEPARTMENT OF JUSTICE	247942	FINGERPRINTING SERVICES	\$594.00	10020000-44420	FINGERPRINT FEES	\$594.00
					Vendor Total:	\$594.00
DEPT OF MOTOR VEHICLES	DV 080917	BICYCLE RENEWAL STICKERS	\$15.00	10020210-54100	SUPPLIES	\$15.00
					Vendor Total:	\$15.00
DIANN LUCCHETTI	DV 081117	REIMBURSEMENT - STAFF MTG REFRESHMENTS	\$28.35	80026400-54100	SUPPLIES	\$28.35
					Vendor Total:	\$28.35
DLT SOLUTIONS INC	SI363445	#9701-1001741 ARCHITECTURE ENG	\$1,962.32	10023100-54330	COMPUTER AND TECHNOLOGY	\$1,962.32
					Vendor Total:	\$1,962.32
EDDIE'S COCINA	092337	PW STAFF LUNCH 8/10/17	\$535.11	10024210-57100	CONFERENCE & TRAINING	\$64.21
				10024220-57100	CONFERENCE & TRAINING	\$117.72
				20324100-57100	CONFERENCE & TRAINING	\$42.81
				82024411-57100	CONFERENCE & TRAINING	\$64.21
				82024414-57100	CONFERENCE & TRAINING	\$69.56
				84024421-57100	CONFERENCE & TRAINING	\$69.56
				84024425-57100	CONFERENCE & TRAINING	\$107.04
				Vendor Total:	\$535.11	
EPIC AVIATION LLC	7000935	JET A	\$15,369.22	77725200-58401	AVIATION FUEL	\$15,369.22
					Vendor Total:	\$15,369.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EUREKA OXYGEN CO	438705	EQUIPMENT MAINTENANCE	\$166.47	10022100-56300	BUILDING MAINT. & REPAIR	\$166.47
	U 142249	SAIR300CF6000PSI(WH) REPLACEME	\$1,385.14	10021210-56130	EXTERNAL SERVICES	\$1,385.14
	U 142369	EQUIPMENT MAINTENANCE	\$267.21	20324100-54100	SUPPLIES	\$267.21
	Vendor Total: -----					\$1,818.82
FILETRAIL	2017-0241	HOSTED FILE MANAGMENT SYSTEM	\$489.00	10012500-52100	CONTRACTED SERVICES	\$489.00
	2017-0400	HOSTED FILE MANAGMENT SYSTEM	\$489.00	10012500-52100	CONTRACTED SERVICES	\$489.00
	2017-0462	HOSTED FILE MANAGMENT SYSTEM	\$489.00	10012500-52100	CONTRACTED SERVICES	\$489.00
	Vendor Total: -----					\$1,467.00
FRED PRYOR SEMINARS	DV 080917	REGISTRATION	\$398.00	10020210-57100	CONFERENCE & TRAINING	\$199.00
				20620231-57100	CONFERENCE & TRAINING	\$199.00
				Vendor Total: -----		
GCR TIRES & SERVICES	851-38334	TIRES, TUBES, REPAIRS & LABOR	\$43.00	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$43.00
	851-38422	ELECTRICAL EQUIPMENT AND SUPPL	\$1,999.75	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,999.75
	851-38424	TIRES, TUBES, REPAIRS & LABOR	\$79.08	10020210-56130	EXTERNAL SERVICES	\$79.08
	851-38505	TIRES, TUBES, REPAIRS & LABOR	\$312.84	10020210-56130	EXTERNAL SERVICES	\$312.84
	851-38599	TIRES, TUBES, REPAIRS & LABOR	\$537.22	10020210-56130	EXTERNAL SERVICES	\$537.22
	851-38419	TIRES, TUBES, REPAIRS & LABOR	\$542.16	10020210-56130	EXTERNAL SERVICES	\$542.16
	851-38418	TIRES, TUBES, REPAIRS & LABOR	\$716.22	10020210-56130	EXTERNAL SERVICES	\$716.22
	851-38598	TIRES, TUBES, REPAIRS & LABOR	\$719.42	80026400-56130	EXTERNAL SERVICES	\$719.42

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GCR TIRES & SERVICES	851-38365	STEER TIRES	\$1,658.71	82024414-56130	EXTERNAL SERVICES	\$829.35
				84024421-56130	EXTERNAL SERVICES	\$829.36
					Vendor Total:	\$6,608.40
GENERAL SERVICES AGENCY	20177-4	SLA AGREEMENT THRU JUNE 30, 20	\$525.00	20620231-52100	CONTRACTED SERVICES	\$525.00
					Vendor Total:	\$525.00
GRANITE CONSTRUCTION COMPANY	1216487	MISC ROCK & ROAD PATCH MATERIA	\$575.04	70024500-54100	SUPPLIES	\$575.04
	1216212	MISC ROCK & ROAD PATCH MATERIA	\$291.31	82024414-54100	SUPPLIES	\$291.31
	1215064	MISC ROCK & ROAD PATCH MATERIA	\$82.76	84024421-54100	SUPPLIES	\$82.76
					Vendor Total:	\$949.11
GREGG SIMPSON TRUCKING	8521	GARRETT AND STATE ST REPAIR TO	\$2,370.00	10024220-52100	CONTRACTED SERVICES	\$2,370.00
					Vendor Total:	\$2,370.00
HACH COMPANY	10552763	NITRATAX PLUS SC 2MM	\$1,270.30	84024425-80100	MACHINERY & EQUIPMENT	\$1,270.30
	10543107	NITRATAX PLUS SC 2MM	\$2,725.78	84024425-80100	MACHINERY & EQUIPMENT	\$2,725.78
	10549976	NITRATAX PLUS SC 2MM	\$18,020.10	84024425-80100	MACHINERY & EQUIPMENT	\$18,020.10
	10530063	NITRATAX PLUS SC 2MM	\$28,532.30	84024425-80100	MACHINERY & EQUIPMENT	\$28,532.30
					Vendor Total:	\$50,548.48
INTEGRITY SHRED	72417	DOCUMENT SHREDDING	\$28.50	20513300-52100	CONTRACTED SERVICES	\$28.50
					Vendor Total:	\$28.50
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6055	SERVICES AS NEEDED	\$220.00	10022500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$220.00
					Vendor Total:	\$220.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTERSTATE SALES	16058	MISCELLANEOUS BATTERIES & SUPPLIES	\$396.75	10024220-54125	PW - TRAFFIC PAINT	\$396.75
					Vendor Total:	\$396.75
JENDI COURSEY COMMUNICATIONS	1377	PERFORMANCE AND SERVICE REVIEW	\$1,400.00	63020210-52100	CONTRACTED SERVICES	\$1,400.00
					Vendor Total:	\$1,400.00
JOHN'S LOCK & SAFE	8002	MISC LOCK & KEYSERVICES AS NEE	\$8.00	10022100-54100	SUPPLIES	\$8.00
					Vendor Total:	\$8.00
KEN FOWLER MOTORS INC	11767	MISC AUTOMOTIVE PARTS AS NEEDED	\$177.59	80026400-56130	EXTERNAL SERVICES	\$177.59
					Vendor Total:	\$177.59
LEXIS NEXIS RISK SOLUTIONS	1410964-20170731	LEXIS NEXIS LE PLUS SEARCHING	\$95.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$95.00
					Vendor Total:	\$95.00
MARTIN'S ELECTRIC MOTOR SERVICE	096485	PARTS AS NEEDED	\$61.27	84024421-54100	SUPPLIES	\$61.27
					Vendor Total:	\$61.27
MATHESON TRI-GAS INC	15875467	OXYGEN & MISCELLANEOUS AS NEED	\$29.60	80026210-54100	SUPPLIES	\$29.60
					Vendor Total:	\$29.60
MGM TARGETS	48950	IPSC CARDBOARD TARGETS-PALLET	\$2,369.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.97)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$11.84)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$11.84)
				90000000-23013	STATE USE TAX LIABILITY	(\$171.76)
				63020210-54100	SUPPLIES	\$198.41
				63020210-54100	SUPPLIES	\$2,369.00
					Vendor Total:	\$2,369.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MICHAEL INGWELL	DV 072417	REIMBURSEMENT - CISCO REGISTRATION	\$300.00	20913900-57100	CONFERENCE & TRAINING	\$300.00
					Vendor Total:	\$300.00
MICROSOFT CORPORATION	017227- 00957310	MICROSOFT IGNITE2017 RYAN CAME	\$4,440.00	20913900-57100	CONFERENCE & TRAINING	\$4,440.00
					Vendor Total:	\$4,440.00
NANCY SKELLY	DV 080817	INSTRUCTOR	\$504.00	10022850-52100	CONTRACTED SERVICES	\$504.00
					Vendor Total:	\$504.00
NCPA	008102- 0817021	NCPA - AUG 17	\$756,668.00	80026300-58104	NCPA MANAGEMENT SERVICES	\$49,038.00
				80026300-58101	NCPA PLANT GENERATION	\$71,108.00
				80026300-58102	NCPA POWER PURCHASES	\$400,085.00
				80026300-58105	NCPA THIRD PARTY SALES	(\$12,899.00)
				80026300-58103	NCPA TRANSMISSION	\$249,336.00
					Vendor Total:	\$756,668.00
NO MORE MONKEYS	09/09/17	EQUIPMENT RENTAL	\$320.00	10020214-54100	SUPPLIES	\$320.00
					Vendor Total:	\$320.00
ONE TIME PAY VENDOR	DV 080817	REIMBURSEMENT - BUSINESS LICENSE	\$97.00	10000000-41440	BUSINESS LICENSE TAX	\$68.00
				31200000-41440	BUSINESS LICENSE TAX	\$28.00
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$1.00
	118114-0	UTILITY REFUND	\$6.67	90100000-10421	UTILITY RECEIVABLES CLEARING	\$6.67
	107156-2	UTILITY REFUND	\$20.51	90100000-10421	UTILITY RECEIVABLES CLEARING	\$20.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	114663-8	UTILITY REFUND	\$525.83	90100000-10421	UTILITY RECEIVABLES CLEARING	\$525.83
					Vendor Total:	\$650.01
PARAMOUNT SIGN CONTRACTORS INC	DV 071717	REFUND OF PLAN CHECK APP 2912	\$150.98	10023300-42210	BUILDING PERMITS	\$124.15
				10023300-42212	TECH & RECORDS SURCHARGE	\$11.50
				10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$15.33
					Vendor Total:	\$150.98
PUBLIC SERVICE DEPARTMENT	JULY 17	UTILITIES	\$131,602.75	80626500-52133	MONTHLY DISCOUNT PROGRAM	\$182.94
				10012400-55210	UTILITIES	\$305.39
				10022100-55210	UTILITIES	\$30,340.10
				10022300-55210	UTILITIES	\$1,625.20
				10024214-55210	UTILITIES	\$675.56
				10024220-55210	UTILITIES	\$339.64
				20620231-55210	UTILITIES	\$84.99
				20822500-55210	UTILITIES	\$9,308.12
				25024300-55210	UTILITIES	\$33.22
				64020213-55210	UTILITIES	\$550.46
				69122700-55210	UTILITIES	\$2,729.08
				73022600-55210	UTILITIES	\$2,684.72
				77725200-55210	UTILITIES	\$2,887.09
				80026400-55210	UTILITIES	\$2,307.28
				80526610-55210	UTILITIES	\$12,240.29

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	JULY 17	UTILITIES	\$131,602.75	82024411-55210	UTILITIES	\$35,339.51
				84024421-55210	UTILITIES	\$83.57
				84024425-55210	UTILITIES	\$29,885.59
				Vendor Total:		\$131,602.75
REDWOOD FORD	125314	PARTS & SERVICE REPAIRS AS NEE	(\$11.04)	10020210-56130	EXTERNAL SERVICES	(\$11.04)
	125332	PARTS & SERVICE REPAIRS AS NEE	\$18.59	10020210-56130	EXTERNAL SERVICES	\$18.59
	125257	PARTS & SERVICE REPAIRS AS NEE	\$29.70	10020210-56130	EXTERNAL SERVICES	\$29.70
	125318	PARTS & SERVICE REPAIRS AS NEE	\$34.89	10020210-56130	EXTERNAL SERVICES	\$34.89
	125315	PARTS & SERVICE REPAIRS AS NEE	\$78.06	10020210-56130	EXTERNAL SERVICES	\$78.06
	125236	PARTS & SERVICE REPAIRS AS NEE	\$94.03	10020210-56130	EXTERNAL SERVICES	\$94.03
	125316	PARTS & SERVICE REPAIRS AS NEE	\$98.70	10020210-56130	EXTERNAL SERVICES	\$98.70
	125227	PARTS & SERVICE REPAIRS AS NEE	\$106.13	10020210-56130	EXTERNAL SERVICES	\$106.13
	125235	PARTS & SERVICE REPAIRS AS NEE	\$111.48	10022100-56130	EXTERNAL SERVICES	\$111.48
	125069	PARTS & SERVICE REPAIRS AS NEE	\$201.95	10520210-56130	EXTERNAL SERVICES	\$201.95
	125021	PARTS & SERVICE REPAIRS AS NEE	\$306.88	10520210-56130	EXTERNAL SERVICES	\$306.88
	125054	PARTS & SERVICE REPAIRS AS NEE	\$399.97	10520210-56130	EXTERNAL SERVICES	\$399.97
	125383	PARTS & SERVICE REPAIRS AS NEE	\$11.67	80026400-56130	EXTERNAL SERVICES	\$11.67
	125414	PARTS & SERVICE REPAIRS AS NEE	\$167.14	84024425-56130	EXTERNAL SERVICES	\$167.14
	125228	PARTS & SERVICE REPAIRS AS NEE	\$659.07	84024425-56130	EXTERNAL SERVICES	\$659.07

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD FORD	HED53284	TRUCKS (INCLUDING, DIESEL, GAS	\$52,800.12	80100000-80100	MACHINERY & EQUIPMENT	\$52,800.12
	125128	PARTS & SERVICE REPAIRS AS NEE	\$18.46	20324100-58510	REIMBURSABLE JOBS	\$18.46
	125047	PARTS & SERVICE REPAIRS AS NEE	\$34.89	20324100-58510	REIMBURSABLE JOBS	\$34.89
	125182	PARTS & SERVICE REPAIRS AS NEE	\$13.07	10021210-56100	VEHICLE & EQUIPMENT MAINT. & R	\$13.07
					Vendor Total:	\$55,173.76
REGAL PACIFIC AVIATION EQUIPMENT	20553	GROUND REEL	\$511.07	77725200-56300	BUILDING MAINT. & REPAIR	\$511.07
					Vendor Total:	\$511.07
REGAL PACIFIC CONTRACTING AND COMPLIANCE INC	150601	WORKTIME (TWO TECHNICIANS)	\$3,817.05	77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$0.63
				77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$3,817.05
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.63)
					Vendor Total:	\$3,817.05
REOA LTD	1201	OFFICIATING OF ADULT SOFTBALL	\$5,526.00	10022822-52100	CONTRACTED SERVICES	\$5,526.00
					Vendor Total:	\$5,526.00
SALES & USE TAX	JULY 17	PRE-PAID SALES AND USE TAX	\$1,024.00	77725200-58401	AVIATION FUEL	\$988.00
				90000000-23252	DISTRICT USE TAX-LIBRARIES	\$1.00
				90000000-23237	DISTRICT USE TAX-MEASURE S	\$4.00
				90000000-23028	MEASURE Y DISTRICT TAX	\$10.00
				90000000-23013	STATE USE TAX LIABILITY	\$21.00
					Vendor Total:	\$1,024.00
SHARON WEDEGAERTNER	DV 080817	INSTRUCTOR	\$1,715.00	10022850-52100	CONTRACTED SERVICES	\$1,715.00
					Vendor Total:	\$1,715.00

List of Checks Presented for Approval on 8/18/2017

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SHERRIE SMITH-FERRI	DV 072017	REIMBURSEMENT - OAK TREES FOR MUSEUM	\$1,326.86	31022700-80230	INFRASTRUCTURE	\$1,326.86
					Vendor Total:	\$1,326.86
SIRI GRADING & PAVING INC	51953	Contract 1516187 retainage 08/08/2017 to	\$6,249.60	31022700-20150	AP CONTRACT RETAINAGE	\$6,249.60
					Vendor Total:	\$6,249.60
SWANK MOTION PICTURES INC	DB 2379647	2017 MOONLIGHT MOVIE MADNESS RENTAL	\$565.00	90000000-23235	MOVIES IN THE PLAZA	\$565.00
					Vendor Total:	\$565.00
TELSTAR INSTRUMENTS INC	90886	SET UP VPN FOR REMOTE ACCESS T	\$2,080.00	82024411-52100	CONTRACTED SERVICES	\$2,080.00
					Vendor Total:	\$2,080.00
TGIF REPAIRS INC	6306	SERVICE AS NEEDED	\$210.00	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$210.00
					Vendor Total:	\$210.00
THURSTON CHRYSLER DODGE JEEP RAM	14072	SERVICE & PARTS AS NEEDED	\$178.83	80026400-56130	EXTERNAL SERVICES	\$178.83
					Vendor Total:	\$178.83
TIM POMA	DV 080817	REIMBURSEMENT - CONCERT SUPPLIES	\$85.30	90000000-23226	CONCERT SERIES	\$85.30
					Vendor Total:	\$85.30
TIM SANTO	DV 080117	REIMBURSEMENT - STAFF BEVERAGES	\$38.10	80026120-51130	OVERTIME SALARIES & WAGES	\$38.10
					Vendor Total:	\$38.10
TYCO SIMPLEX GRINNELL	79537031	HALON SAFETY TEST/INSPECTION	\$488.50	20822500-56300	BUILDING MAINT. & REPAIR	\$488.50
					Vendor Total:	\$488.50
UKIAH DAILY JOURNAL	0005989797	ADVERTISING	\$499.00	10022300-54100	SUPPLIES	\$249.50

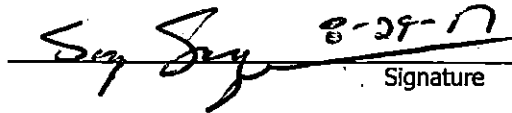
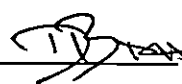
List of Checks Presented for Approval on 8/18/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	0005989797	ADVERTISING	\$499.00	10022840-54100	SUPPLIES	\$249.50
					Vendor Total:	\$499.00
UKIAH TROPHIES & GIFTS	582489	TROPHY & MUG ENGRAVING	\$667.59	10022822-54100	SUPPLIES	\$667.59
					Vendor Total:	\$667.59
US POST OFFICE	DV 080917	REC POSTAGE PERMIT 243	\$2,500.00	10022850-54100	SUPPLIES	\$2,500.00
					Vendor Total:	\$2,500.00
UTILITY DESIGN SERVICES LLC	39	DESIGN, ENGINEERING & CONSULTAN	\$1,350.00	80026400-52100	CONTRACTED SERVICES	\$1,350.00
					Vendor Total:	\$1,350.00
WELLS FARGO BANK CORP TRUST	DV 080717.1	SEMI-ANNUAL WTP BONDS PAYMENT	\$711,992.99	82224413-70102	BOND INTEREST PAYMENTS	\$222,009.38
				82224413-70202	BOND PRINCIPAL PAYMENTS	\$490,000.00
				82200000-10260	CASH WITH FISCAL AGENT	(\$16.39)
	DV 080717	SEMI-ANNUAL WWTP BOND PAYMENT	\$1,385,381.14	84124426-70102	BOND INTEREST PAYMENTS	\$1,385,450.00
				84100000-10260	CASH WITH FISCAL AGENT	(\$68.86)
					Vendor Total:	\$2,097,374.13
XEROX CORP	090121120	COPIER LEASE-SEE ADD'L DESCRIP	\$178.29	69122700-52100	CONTRACTED SERVICES	\$178.29
	09012119	COPIER LEASE-SEE ADD'L DESCRIP	\$321.48	73022600-52100	CONTRACTED SERVICES	\$321.48
	090121116	COPIER LEASE-SEE ADD'L DESCRIP	\$792.05	10012200-94500	LEASE PAYMENTS	\$792.05
	090121121	COPIER LEASE-SEE ADD'L DESCRIP	\$1,115.59	10012200-94500	LEASE PAYMENTS	\$1,115.59
					Vendor Total:	\$2,407.41
INVOICE TOTAL:						\$3,525,208.52

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

 Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACTION RENTS	292225-2	EQUIPMENT & MACHINERY RENTAL A	\$190.93	10022100-54100	SUPPLIES	\$190.93
					Vendor Total:	\$190.93
ACCURATE FORKLIFT INC	011048324	CABLE ACCELERATOR	\$33.67	84024425-56130	EXTERNAL SERVICES	\$0.11
				84024425-56130	EXTERNAL SERVICES	\$33.67
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.11)
					Vendor Total:	\$33.67
AFLAC	454329	CANCER/LIFE/ACC INS	\$7,215.68	20700000-20527	SECTION 125 (CANCER & LIFE)	\$7,215.68
					Vendor Total:	\$7,215.68
AIR QUALITY MANAGEMENT DISTRICT	DV081817	PERMIT #5020 RENEWAL FEES	\$440.71	20822500-56300	BUILDING MAINT. & REPAIR	\$440.71
					Vendor Total:	\$440.71
ALLEN JAMES	DV081517	INSTRUCTOR	\$320.00	10022850-52100	CONTRACTED SERVICES	\$320.00
					Vendor Total:	\$320.00
ALPHA ANALYTICAL LABORATORIES INC	7072387-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$130.00	84024425-52100	CONTRACTED SERVICES	\$130.00
	7072411-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$193.00	84024425-52100	CONTRACTED SERVICES	\$193.00
	7072373-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$377.00	84024425-52100	CONTRACTED SERVICES	\$377.00

List of Checks Presented for Approval on 8/25/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	7072535-UKIAHSTP	MISCELLANEOUS LABORATORY WORK	\$679.00	84024425-52100	CONTRACTED SERVICES	\$679.00
					Vendor Total:	\$1,379.00
ALPINE AWARDS	5519075	DAYCAMP T-SHIRTS	\$538.05	10022840-54100	SUPPLIES	\$538.05
	5519076	DAYCAMP T-SHIRTS	\$676.16	10022840-54100	SUPPLIES	\$676.16
					Vendor Total:	\$1,212.21
AMAZON CAPITAL SERVICES	1GGG-NNDJ-7FLR	MISCELLANEOUS SUPPLIES AS NEED	\$699.02	20913900-54100	SUPPLIES	\$699.02
					Vendor Total:	\$699.02
ANIXTER	3642024-00	SUPPLIES AS NEEDED	\$53.97	80100000-80230	INFRASTRUCTURE	\$53.97
	3644629-00	SUPPLIES AS NEEDED	\$58.47	80000000-12104	INVENTORY - PURCHASES	\$58.47
	3610308-01	ELECTRICAL EQUIPMENT AND SUPPL	\$977.20	80000000-12104	INVENTORY - PURCHASES	\$977.20
					Vendor Total:	\$1,089.64
ANN BAKER LANDSCAPE	1032	CA URBAN RIVERS GRANT PROGRAM	\$2,237.31	10022100-52100	CONTRACTED SERVICES	\$2,237.31
	8	GHM CONST. ADMIN & EXHIBIT DEV	\$23,599.25	31022700-80230	INFRASTRUCTURE	\$23,599.25
					Vendor Total:	\$25,836.56
ARAMARK UNIFORM SERVICES	703392489	MAT & TOWEL SERVICE	\$95.75	20822500-56300	BUILDING MAINT. & REPAIR	\$95.75
	703412855	MAT & TOWEL SERVICE	\$95.75	20822500-56300	BUILDING MAINT. & REPAIR	\$95.75
	703433301	MAT & TOWEL SERVICE	\$95.75	20822500-56300	BUILDING MAINT. & REPAIR	\$95.75
	703402724	MAT & TOWEL SERVICE	\$51.75	31122870-56300	BUILDING MAINT. & REPAIR	\$51.75
	703423141	MAT & TOWEL SERVICE	\$51.75	31122870-56300	BUILDING MAINT. & REPAIR	\$51.75

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ARAMARK UNIFORM SERVICES	703392490	MAT & TOWEL SERVICE	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	703412856	MAT & TOWEL SERVICE	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	703433302	MAT & TOWEL SERVICE	\$73.75	73022600-56300	BUILDING MAINT. & REPAIR	\$73.75
	703402741	UNIFORM SVC-AIRPORT	\$48.48	77725200-54100	SUPPLIES	\$48.48
	703433326	UNIFORM SVC-AIRPORT	\$50.00	77725200-54100	SUPPLIES	\$50.00
	703423158	UNIFORM SVC-AIRPORT	\$52.46	77725200-54100	SUPPLIES	\$52.46
	703392514	UNIFORM SVC-AIRPORT	\$65.76	77725200-54100	SUPPLIES	\$65.76
Vendor Total:						\$828.70
ARKIN TILT ARCHITECTS	6	ARCHITECT SVCS GHM ROOF REPLAC	\$142.50	22022700-80220	BUILDING IMPROVEMENTS	\$142.50
	4	ARCHITECT SVCS GHM ROOF REPLAC	\$290.63	22022700-80220	BUILDING IMPROVEMENTS	\$290.63
	8	ARCHITECT SVCS GHM ROOF REPLAC	\$441.67	22022700-80220	BUILDING IMPROVEMENTS	\$441.67
	3	ARCHITECT SVCS GHM ROOF REPLAC	\$534.28	22022700-80220	BUILDING IMPROVEMENTS	\$534.28
	5	ARCHITECT SVCS GHM ROOF REPLAC	\$582.50	22022700-80220	BUILDING IMPROVEMENTS	\$582.50
	7	ARCHITECT SVCS GHM ROOF REPLAC	\$617.50	22022700-80220	BUILDING IMPROVEMENTS	\$617.50
Vendor Total:						\$2,609.08
AT&T	000010071247	T1 TO INTERNET	\$573.72	10012100-55100	TELEPHONE	\$21.86
				10012200-55100	TELEPHONE	\$16.39
				10012500-55100	TELEPHONE	\$5.46
				10013400-55100	TELEPHONE	\$24.59
				10016100-55100	TELEPHONE	\$10.93

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000010071247	T1 TO INTERNET	\$573.72	10017100-55100	TELEPHONE	\$5.46
				10020210-55100	TELEPHONE	\$136.61
				10021210-55100	TELEPHONE	\$60.11
				10022100-55100	TELEPHONE	\$2.73
				10022810-55100	TELEPHONE	\$16.39
				10023100-55100	TELEPHONE	\$21.86
				10023320-55100	TELEPHONE	\$5.46
				10024210-55100	TELEPHONE	\$21.86
				10024220-55100	TELEPHONE	\$5.46
				20413500-55100	TELEPHONE	\$5.46
				20513300-55100	TELEPHONE	\$51.91
				20620231-55100	TELEPHONE	\$16.39
				20913900-55100	TELEPHONE	\$21.86
				69122700-55100	TELEPHONE	\$16.39
				70024500-55100	TELEPHONE	\$5.46
				72022400-55100	TELEPHONE	\$2.73
				73022600-55100	TELEPHONE	\$5.46
				73022600-55100	TELEPHONE	\$10.93
				77725200-55100	TELEPHONE	\$10.93
				80026400-55100	TELEPHONE	\$38.25
				82024410-55100	TELEPHONE	\$16.39
				82024411-55100	TELEPHONE	\$10.93
				84024425-55100	TELEPHONE	\$5.46

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000010067363	MDT CIRCUIT	\$864.53	10020210-55100	TELEPHONE	\$864.53
	000010071645	TELEPHONE	\$5,847.52	20913900-55100	TELEPHONE	\$5,847.52
Vendor Total:						\$7,285.77
AT&T MOBILITY	832056361x081 42017	POLICE-MODEMS	\$501.51	10020210-55100	TELEPHONE	\$501.51
	832118877x081 42017	VOICE & DATA CELL PHONES	\$182.04	10022300-55100	TELEPHONE	\$50.01
				20620231-55100	TELEPHONE	\$12.99
				77725200-55100	TELEPHONE	\$31.88
				82024410-55100	TELEPHONE	\$12.99
				82024411-55100	TELEPHONE	\$13.25
				82024411-55100	TELEPHONE	\$34.94
				84024421-55100	TELEPHONE	\$25.98
	875108535X081 42017	VOICE & DATE CELL PHONES	\$34.55	84024421-55100	TELEPHONE	\$34.55
Vendor Total:						\$718.10
AVLAB	0300093-IN	DICE FLASH-190 5 GALLON PAIL	\$231.60	77725200-58401	AVIATION FUEL	\$231.60
Vendor Total:						\$231.60
BAELIN INC	432	LANDSCAPE MAINTENANCE FOR JUNE	\$1,200.00	31022700-80230	INFRASTRUCTURE	\$1,200.00
Vendor Total:						\$1,200.00
BAY AREA BARRICADE SERVICE INC	0348127-IN	5X5 HOT SPOT	\$184.07	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.77)
				10024220-54122	PW - AGGREGATE BASE	\$0.77
				10024220-54122	PW - AGGREGATE BASE	\$184.07
Vendor Total:						\$184.07

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BAY CITY BOILER & ENGINEERING CO INC	30844	INSTALLATION AND REMOVAL OF RE	\$3,793.13	84024425-52100	CONTRACTED SERVICES	\$3,793.13
					Vendor Total:	\$3,793.13
BEN KEFFELER	TR 8/6 - 8/11/17	TRAVEL REIMBURSEMENT	\$114.62	80026120-57100	CONFERENCE & TRAINING	\$114.62
					Vendor Total:	\$114.62
BJ'S EMBROIDERY	12535	EMBROIDERY SERVICES	\$64.43	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.30)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.30)
				82024411-54100	SUPPLIES	\$0.60
				82024411-54100	SUPPLIES	\$64.43
					Vendor Total:	\$64.43
BLACK OAK COFFEE ROASTERS	8583	MISC COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
	8617	MISC COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$90.00
BORIS PROKOP	UKIAH-2017-02	ASSIST EUD WITH REGULATORY & M	\$4,180.00	80026400-52100	CONTRACTED SERVICES	\$4,180.00
	UKIAH-2017-04	ASSIST EUD WITH REGULATORY & M	\$5,720.00	80026400-52100	CONTRACTED SERVICES	\$5,720.00
					Vendor Total:	\$9,900.00
BOUTIN JONES INC	103878	LEGAL RETAINER FOR UVSD LITIGA	\$1,331.98	84424422-52100	CONTRACTED SERVICES	\$1,331.98
					Vendor Total:	\$1,331.98
BUSINESS CARD	SF-D 21016	PURCHASING CREDIT CARD, MISC.	\$10.96	10018000-52510	ADVERTISING & PROMOTION	\$10.96
	SF-D 20460	PURCHASING CREDIT CARD, MISC.	\$224.00	10018000-52510	ADVERTISING & PROMOTION	\$224.00
	0093058	ECONOMIC DEVELOPMENT CREDIT CA	\$25.00	75012700-52515	ADVERTISING & PUBLICATION	\$25.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	170215	ECONOMIC DEVELOPMENT CREDIT CA	\$25.00	75012700-52515	ADVERTISING & PUBLICATION	\$25.00
	291915	ECONOMIC DEVELOPMENT CREDIT CA	\$25.00	75012700-52515	ADVERTISING & PUBLICATION	\$25.00
	95286115	ECONOMIC DEVELOPMENT CREDIT CA	\$29.00	75012700-52515	ADVERTISING & PUBLICATION	\$29.00
	013631	FINANCE CREDIT CARD, MISC. PUR	\$80.00	10013400-57100	CONFERENCE & TRAINING	\$80.00
	6488131617	FINANCE CREDIT CARD, MISC. PUR	\$262.78	10013400-57100	CONFERENCE & TRAINING	\$262.78
	09/13-15/17	CITY MGR DEPARTMENT CREDIT CAR	\$525.00	10013400-57100	CONFERENCE & TRAINING	\$525.00
	2311	HR/RISK MGMT CREDIT CARD, MISC	\$70.00	10016100-57100	CONFERENCE & TRAINING	\$70.00
	3VC67056P494 32443	POLICE CREDIT CARD, MISC. PURC	\$60.00	10020210-57100	CONFERENCE & TRAINING	\$60.00
	SF-D 20699	PURCHASING CREDIT CARD, MISC.	\$386.00	20913900-57100	CONFERENCE & TRAINING	\$386.00
	SF-D 21005	PURCHASING CREDIT CARD, MISC.	\$592.66	20913900-57100	CONFERENCE & TRAINING	\$592.66
	08/07/17	TECH MENTOR 5-DAY CONFERENCE 8	\$3,745.00	20922900-57100	CONFERENCE & TRAINING	\$3,745.00
	SF-D 21015	POLICE CREDIT CARD, MISC. PURC	\$249.00	63020210-52100	CONTRACTED SERVICES	\$249.00
	SF-D 20596	POLICE CREDIT CARD, MISC. PURC	\$206.50	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.04)
				10020210-54202	MAJOR CRIME INVESTIGATIONS	\$17.32
				10020210-54202	MAJOR CRIME INVESTIGATIONS	\$206.50
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.04)
				90000000-23013	STATE USE TAX LIABILITY	(\$14.98)
	SF-D 20740	PURCHASING CREDIT CARD, MISC.	\$324.24	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.41)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.63)

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 20740	PURCHASING CREDIT CARD, MISC.	\$324.24	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.63)
				90000000-23013	STATE USE TAX LIABILITY	(\$23.51)
				80026110-54100	SUPPLIES	\$13.59
				80026110-54100	SUPPLIES	\$162.12
				80026120-54100	SUPPLIES	\$13.59
				80026120-54100	SUPPLIES	\$162.12
	SF-20685.1	PURCHASING CREDIT CARD, MISC.	\$131.00	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$131.00
	SF-D 20596	POLICE CREDIT CARD, MISC. PURC	\$201.96	10020210-54202	MAJOR CRIME INVEITIGATIONS	\$201.96
	SF-D 21014	PURCHASING CREDIT CARD, MISC.	\$300.00	10012200-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
	SF-D 20639	PURCHASING CREDIT CARD, MISC.	\$25.00	20913900-54320	SOFTWARE	\$25.00
	23001467391	FINANCE CREDIT CARD, MISC. PUR	\$51.99	10013400-54100	SUPPLIES	\$51.99
	BGECAXDDC W2VT6EC5X1	POLICE CREDIT CARD, MISC. PURC	\$107.29	10020210-54100	SUPPLIES	\$107.29
	SF-D 20592	POLICE CREDIT CARD, MISC. PURC	\$520.52	10020210-54100	SUPPLIES	\$520.52
	SF-D 20598	POLICE CREDIT CARD, MISC. PURC	\$905.64	10020210-54100	SUPPLIES	\$905.64
	SF-D 20597	POLICE CREDIT CARD, MISC. PURC	\$21.66	20620231-54100	SUPPLIES	\$21.66
	SF-D 20733	PURCHASING CREDIT CARD, MISC.	\$515.14	82024414-54100	SUPPLIES	\$257.57
				84024421-54100	SUPPLIES	\$257.57
Vendor Total:						\$9,620.34
CALIFORNIA FLORA NURSERY	79485	PLANTS FOR MUSEUM WILD GARDENS	\$236.25	31022700-80230	INFRASTRUCTURE	\$0.55
				31022700-80230	INFRASTRUCTURE	\$236.25

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CALIFORNIA FLORA NURSERY	79485	PLANTS FOR MUSEUM WILD GARDENS	\$236.25	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.55)
					Vendor Total:	\$236.25
CALIFORNIA STATE UNIVERSITY SACRAMENTO	741137	REGISTRATION	\$113.55	82024411-57100	CONFERENCE & TRAINING	\$113.55
					Vendor Total:	\$113.55
CANTEEN SERVICE	10022	MISCELLANEOUS SUPPLIES AS NEED	\$161.48	10022300-54100	SUPPLIES	\$161.48
					Vendor Total:	\$161.48
CASCADE PUMP COMPANY	51191	PUMPING EQUIPMENT AND ACCESSOR	\$6,500.00	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6,500.00
					Vendor Total:	\$6,500.00
CHRISTOPHER DEWEY	TA 09/11/17	TRAVEL ADVANCE	\$60.00	10020210-57100	CONFERENCE & TRAINING	\$60.00
					Vendor Total:	\$60.00
CHROMAGRAPHS	61418	BUSINESS CARDS	\$192.78	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.84)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.84)
				10022810-54100	SUPPLIES	\$0.56
				10022810-54100	SUPPLIES	\$40.39
				10520210-54100	SUPPLIES	\$0.56
				10520210-54100	SUPPLIES	\$56.00
				10520210-54100	SUPPLIES	\$56.00
				73022600-54100	SUPPLIES	\$0.56
				73022600-54100	SUPPLIES	\$40.39
	61444	BUSINESS CARDS	\$66.11	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CHROMAGRAPHS	61444	BUSINESS CARDS	\$66.11	20513300-54100	SUPPLIES	\$0.25
				20513300-54100	SUPPLIES	\$66.11
					Vendor Total:	\$258.89
CLIPPER CONTROL INC	10773	FRP SUNSHADE SUN-20 TRACOM MO	\$2,218.06	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,218.06
					Vendor Total:	\$2,218.06
COMCAST	AUG 17.2	INTERNET SERVICES	\$149.16	31122870-52100	CONTRACTED SERVICES	\$149.16
	AUG 17.1	INTERNET SERVICES	\$254.31	20913900-55100	TELEPHONE	\$254.31
					Vendor Total:	\$403.47
DEPARTMENT OF JUSTICE	251634	CHEM/TEST REPORT CRIMINAL INVE	\$210.00	10020210-52100	CONTRACTED SERVICES	\$210.00
	DV081517	FINGERPRINTING/LIVESCAN MONTH OF JULY INV 248069	\$32.00	10016100-54165	HR - NEW EMPLOYEE FINGERPRINT	\$32.00
					Vendor Total:	\$242.00
DEPT OF FORESTRY & FIRE PROTECTION	145480	FIRE DISPATCHING SERVICES	\$80.20	10521210-52100	CONTRACTED SERVICES	\$80.20
	142997	CLEAN BRUSH AROUND CITY HALL	\$1,371.72	20822500-52100	CONTRACTED SERVICES	\$1,143.10
				69122700-52100	CONTRACTED SERVICES	\$228.62
	142996	CLEAN BRUSH AROUND CITY HALL	\$4,343.78	20822500-52100	CONTRACTED SERVICES	\$4,343.78
					Vendor Total:	\$5,795.70
DUDEK	20174123	RECIRCULATE THE EIR ENERGY ANA	\$1,635.00	10023100-52100	CONTRACTED SERVICES	\$1,635.00
					Vendor Total:	\$1,635.00
E-S PRESS INC	10697	EMOTIONAL SURVIVAL TRAINING	\$5,487.82	63020210-57100	CONFERENCE & TRAINING	\$5,487.82
					Vendor Total:	\$5,487.82

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EBA ENGINEERING	31366	TASK 2B - SECOND QUARTER 2017	\$6,885.00	70024500-52100	CONTRACTED SERVICES	\$6,885.00
					Vendor Total:	\$6,885.00
EPIC AVIATION LLC	7002831	CARRIER DEMURRAGE & CARRIER LAYOVER CHARGE	\$170.00	77725200-58401	AVIATION FUEL	\$170.00
					Vendor Total:	\$170.00
EUREKA OXYGEN CO	U142526	EQUIPMENT MAINTENANCE	\$27.87	10022100-54100	SUPPLIES	\$27.87
					Vendor Total:	\$27.87
FEDERAL EXPRESS	5-902-61952	SHIPPING SERVICES	\$293.86	10013400-54101	POSTAGE	\$24.65
				10013400-54101	POSTAGE	\$36.71
				10020210-54101	POSTAGE	\$18.43
				10020210-54101	POSTAGE	\$20.33
				10020210-54101	POSTAGE	\$87.89
				10024210-54101	POSTAGE	\$27.56
				82024411-54101	POSTAGE	\$78.29
					Vendor Total:	\$293.86
FERGUSON ENTERPRISES INC #1423	1292551	PLUMBING EQUIPMENT, FIXTURES,	\$1,091.78	82000000-12104	INVENTORY - PURCHASES	\$1,091.78
					Vendor Total:	\$1,091.78
FILETRAIL	2017-0535	HOSTED FILE MANAGMENT SYSTEM	\$489.00	10012500-52100	CONTRACTED SERVICES	\$489.00
					Vendor Total:	\$489.00
FRED PRYOR SEMINARS	22498908	REGISTRATION	\$119.00	20513300-57100	CONFERENCE & TRAINING	\$119.00
					Vendor Total:	\$119.00
FRIEDMANS HOME IMPROVEMENT	35954295.1	MISC ITEMS AS NEEDED	\$0.50	20922900-54100	SUPPLIES	\$0.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	35954295	MISC ITEMS AS NEEDED	\$21.02	20922900-54100	SUPPLIES	\$21.02
					Vendor Total:	\$21.52
GEARY, SHEA, O'DONNELL, GRATTAN, & MITCHELL	43038	TRIAL COUNSEL IN UVSD VS. COU	\$29,423.32	84424422-52100	CONTRACTED SERVICES	\$29,423.32
					Vendor Total:	\$29,423.32
GHD INC	84556	TRANSPORTATION IMPROVEMENTS RE	\$3,403.50	96595612-80230	INFRASTRUCTURE	\$3,403.50
					Vendor Total:	\$3,403.50
GINA GRECO	DV081517	2017 SUMMER RECREATION CLASS	\$77.00	10022850-52100	CONTRACTED SERVICES	\$77.00
					Vendor Total:	\$77.00
GRAFIX SHOPPE	115767	CUSTOM RFLCTV VEH GRPHC KIT, WH GLOSS 1080 WRP	\$718.83	10020210-56130	EXTERNAL SERVICES	\$718.83
					Vendor Total:	\$718.83
GRANITE CONSTRUCTION COMPANY	1220618	MISC ROCK & ROAD PATCH MATERIA	\$85.00	82024414-54100	SUPPLIES	\$85.00
					Vendor Total:	\$85.00
GRAPPLERS INC	16506	MODEL 233-33* GRAPPLER	\$251.88	10024220-54120	PW - SPECIAL SUPPLIES	\$251.88
					Vendor Total:	\$251.88
GREGG SIMPSON TRUCKING	8492	SPEC 17-04 AIRPORT AV GAS TANK	\$2,500.00	77900000-80100	MACHINERY & EQUIPMENT	\$2,500.00
	8455	SPEC 17-04 AIRPORT AV GAS TANK	\$6,127.50	77900000-80100	MACHINERY & EQUIPMENT	\$6,127.50
	8491	SPEC 17-04 AIRPORT AV GAS TANK	\$21,252.63	77900000-80100	MACHINERY & EQUIPMENT	\$21,252.63
	8456	SPEC 17-04 AIRPORT AV GAS TANK	\$55,757.87	77900000-80100	MACHINERY & EQUIPMENT	\$55,757.87
					Vendor Total:	\$85,638.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
HERC RENTALS INC	29479999-001	RENTAL OR PURCHASE OF MISC EQU	\$162.56	10024220-56410	EQUIPMENT RENTAL - PRIVATE	\$162.56
					Vendor Total:	\$162.56
INSTITUTE FOR ENVIROMENTAL HEALTH INC	171505	GIARDIA AND/OR CRYPTOSPORIDIUM EVAL	\$365.00	82024411-52100	CONTRACTED SERVICES	\$365.00
					Vendor Total:	\$365.00
INTEGRITY SHRED	72416	DOCUMENT SHREDDING	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$57.00
INTERCOUNTY MECHANICAL & ELECTRICAL INC	DV081817	ENERGY REBATE FOR HVAC	\$2,420.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$2,420.00
	5956-B	PACKAGE REPLACEMENT HVAC SYSTE	\$20,500.00	22022500-80100	MACHINERY & EQUIPMENT	\$20,500.00
					Vendor Total:	\$22,920.00
ITS GROUP INC	1112200F	ROBICON GATE DRIVER BOARD A1A4	\$1,036.29	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,036.29
	1112207F	ROBICON GATE DRIVER BOARD A1A4	\$2,906.25	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,906.25
					Vendor Total:	\$3,942.54
JWC ENVIRONMENTAL	87297	NEW CUTTER CARTRIDGE 30004T-12	\$4,716.70	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,716.70
	87354	NEW CUTTER CARTRIDGE 30004T-12	\$10,185.08	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10,185.08
					Vendor Total:	\$14,901.78
KELLY-MOORE PAINT COMPANY INC	910-00000264029	MISCELLANEOUS PURCHASES AS REQ	\$134.71	69122700-54100	SUPPLIES	\$134.71
					Vendor Total:	\$134.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KENNETH RONK	TA 9/12-9/15/17	TRAVEL ADVANCE	\$970.00	77725200-57100	CONFERENCE & TRAINING	\$970.00
					Vendor Total:	\$970.00
KR WOLFE INC	20758	INSTALLATION FOR MILLIPORE ELI	\$1,211.76	84024425-54100	SUPPLIES	\$1,211.76
					Vendor Total:	\$1,211.76
LARRY WALKER ASSOCIATES INC	00564.02-5	APPLICATION PREPARATION (NPDES)	\$612.50	84024425-52114	COMPLIANCE STUDIES	\$612.50
	00564.03-1	RECYCLED WATER PERMITTING TECH	\$830.00	83024430-52100	CONTRACTED SERVICES	\$830.00
					Vendor Total:	\$1,442.50
LUCY M HAYNES	113725-8	ENERGY REBATE	\$549.90	80626500-52135	ENERGY CONSERVATION PROGRAM	\$549.90
					Vendor Total:	\$549.90
MARY HORGER	TA 9/6-9/7/17	TRAVEL ADVANCE	\$90.00	20413500-57100	CONFERENCE & TRAINING	\$90.00
					Vendor Total:	\$90.00
MATHESON TRI-GAS INC	15975265	OXYGEN & MISCELLANEOUS AS NEED	\$539.53	80026210-54100	SUPPLIES	\$539.53
					Vendor Total:	\$539.53
MEL GRANDI	DV081817	LUNCH MEETING REIMBURSEMENT	\$82.78	80026400-54100	SUPPLIES	\$82.78
					Vendor Total:	\$82.78
MENDOCINO ANIMAL HOSPITAL	168130	VETERINARY SERVICES	\$33.78	10020210-54100	SUPPLIES	\$33.78
	166851	VETERINARY SERVICES	\$394.72	10020210-54100	SUPPLIES	\$394.72
					Vendor Total:	\$428.50
MENDOCINO COUNTY FARM SUPPLY	438718	MISCELLANEOUS PURCHASES AS REQ	\$48.98	20824300-56210	FUEL & FLUIDS	\$48.98

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MENDOCINO COUNTY FARM SUPPLY	438623	MISCELLANEOUS PURCHASES .AS REQ	\$196.46	77725200-54100	SUPPLIES	\$196.46
					Vendor Total:	\$245.44
MSI - MID STATE INSTRUMENTS LLC	MSI7582	PHOTOGRAPHIC EQUIPMENT, FILM,	\$10,886.52	80026130-54102	SMALL TOOLS	\$10,886.52
					Vendor Total:	\$10,886.52
NATHANIEL HAYES	DV081517	INSTRUCTOR	\$689.50	10022850-52100	CONTRACTED SERVICES	\$689.50
					Vendor Total:	\$689.50
NATIONAL AUTO FLEET GROUP	08/10/2017	TRUCKS (INCLUDING, DIESEL, GAS	\$124,660.51	80100000-80100	MACHINERY & EQUIPMENT	\$124,660.51
					Vendor Total:	\$124,660.51
NATIONAL METER & AUTOMATION	S1087399.001	WATER SUPPLY, GROUNDWATER, SEW	\$1,735.23	82000000-12104	INVENTORY - PURCHASES	\$1,735.23
					Vendor Total:	\$1,735.23
NCPA	DV081717	MEMBERSHIP FEE	\$200.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$200.00
					Vendor Total:	\$200.00
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13607	MISC ROCK & ROAD PATCH MATERIA	\$2,765.23	10024220-54124	PW - CONCRETE/SUPPLIES	\$474.85
				70024500-54100	SUPPLIES	\$2,280.38
	13564	MISC ROCK & ROAD PATCH MATERIA	\$736.95	82024414-54100	SUPPLIES	\$736.95
					Vendor Total:	\$3,492.18
NORTH BAY PROFESSIONAL OFFICIALS INC	134	BASKETBALL OFFICIALS 16/17FY	\$1,657.50	10022821-52100	CONTRACTED SERVICES	\$1,657.50
					Vendor Total:	\$1,657.50
NORTHERN SAFETY CO INC	902537883	SAFETY GLASS	\$81.71	84024425-54100	SUPPLIES	\$81.71
					Vendor Total:	\$81.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
OFFICE DEPOT	947709886001	OFFICE SUPPLIES, MISCELLANEOUS	\$1,290.91	10024220-54120	PW - SPECIAL SUPPLIES	\$427.29
				80026200-54100	SUPPLIES	\$62.45
				82024414-54100	SUPPLIES	\$400.59
				84024421-54100	SUPPLIES	\$400.58
	940602443001	OFFICE SUPPLIES, MISCELLANEOUS	\$824.68	10011100-54100	SUPPLIES	\$824.68
	941924579001	OFFICE SUPPLIES, MISCELLANEOUS	\$249.24	10012200-54100	SUPPLIES	\$249.24
	944340349001	OFFICE SUPPLIES, MISCELLANEOUS	(\$227.58)	10020210-54100	SUPPLIES	(\$227.58)
	944772197001	OFFICE SUPPLIES, MISCELLANEOUS	\$29.66	10020210-54100	SUPPLIES	\$29.66
	942197187001	OFFICE SUPPLIES, MISCELLANEOUS	\$39.00	10020210-54100	SUPPLIES	\$39.00
	946457471001	OFFICE SUPPLIES, MISCELLANEOUS	\$39.41	10020210-54100	SUPPLIES	\$39.41
	942196884001	OFFICE SUPPLIES, MISCELLANEOUS	\$51.76	10020210-54100	SUPPLIES	\$51.76
	942945004001	OFFICE SUPPLIES, MISCELLANEOUS	\$708.19	10020210-54100	SUPPLIES	\$708.19
	940495586001	OFFICE SUPPLIES, MISCELLANEOUS	\$26.38	10023100-54100	SUPPLIES	\$26.38
	940495894001	OFFICE SUPPLIES, MISCELLANEOUS	\$43.23	10023100-54100	SUPPLIES	\$43.23
	944227562001	OFFICE SUPPLIES, MISCELLANEOUS	\$46.21	80026400-54100	SUPPLIES	\$46.21
	Vendor Total:					\$3,121.09
ONE TIME PAY VENDOR	DV081017	REFUND OVERPAYMENT	\$539.00	10021210-52110	AMBULANCE BILLING	\$539.00
	DV081017.1	REFUND OVERPAYMENT	\$857.00	10021210-52110	AMBULANCE BILLING	\$857.00
	111104-6	ENERGY REBATE	\$150.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$150.00
	60974-3.1	ENERGY REBATE	\$150.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$150.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	115775-9.1	ENERGY REBATE	\$513.32	80626500-52135	ENERGY CONSERVATION PROGRAM	\$513.32
	17-0606	JOB COST RECONCILIATION	\$90.37	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$275.00
				10000000-44830	REIMBURSABLE JOBS	(\$30.77)
				10500000-44831	REIMBURSABLE JOBS - POLICE	(\$58.50)
				63520210-44831	REIMBURSABLE JOBS - POLICE	(\$95.36)
	115593-6	UTILITY REFUND	\$86.83	90100000-10421	UTILITY RECEIVABLES CLEARING	\$86.83
	114980-6	UTILITY REFUND	\$141.90	90100000-10421	UTILITY RECEIVABLES CLEARING	\$141.90
	117169-3	UTILITY REFUND	\$143.34	90100000-10421	UTILITY RECEIVABLES CLEARING	\$143.34
	117628-8	UTILITY REFUND	\$144.93	90100000-10421	UTILITY RECEIVABLES CLEARING	\$144.93
	Vendor Total:					\$2,816.69
ONESOURCE DISTRIBUTORS LLC	S5573869.003	ELECTRICAL EQUIPMENT AND SUPPL	\$11.92	80000000-12104	INVENTORY - PURCHASES	\$11.92
	S5573869.001	ELECTRICAL EQUIPMENT AND SUPPL	\$89.95	80000000-12104	INVENTORY - PURCHASES	\$89.95
	S5557342.001	TAPE	\$476.81	80000000-12104	INVENTORY - PURCHASES	\$2.21
				80000000-12104	INVENTORY - PURCHASES	\$476.81
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.21)
	S5569291.001	SPRING WASHER	\$742.37	80026110-54100	SUPPLIES	\$742.37
	Vendor Total:					\$1,321.05
ONLINE INFORMATION SRVS INC	793910	UTILITY EXCHANGE REPORTING FY	\$210.10	20513300-52100	CONTRACTED SERVICES	\$210.10
	787842	UTILITY EXCHANGE REPORTING FY	\$229.80	20513300-52100	CONTRACTED SERVICES	\$229.80
	Vendor Total:					\$439.90
PACE SUPPLY CORPORATION	024028161	MISCELLANEOUS ITEMS AS NEEDED	\$34.16	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$34.16

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	024044296	MISCELLANEOUS ITEMS AS NEEDED	\$72.90	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$72.90
	024021395	MISCELLANEOUS ITEMS AS NEEDED	\$42.35	10022100-54100	SUPPLIES	\$42.35
	CM23925950	MISCELLANEOUS ITEMS AS NEEDED	(\$190.38)	82024414-54100	SUPPLIES	(\$190.38)
	CM023972252	MISCELLANEOUS ITEMS AS NEEDED	(\$29.18)	82024414-54100	SUPPLIES	(\$29.18)
	024009641	MISCELLANEOUS ITEMS AS NEEDED	\$81.25	82024414-54100	SUPPLIES	\$81.25
	024009641-1	MISCELLANEOUS ITEMS AS NEEDED	\$81.25	82024414-54100	SUPPLIES	\$81.25
	024014070	MISCELLANEOUS ITEMS AS NEEDED	\$374.00	82024414-54100	SUPPLIES	\$374.00
Vendor Total:						\$466.35
PETERSON CAT	PC060139704	PARTS & SERVICE REPAIRS AS NEE	\$131.76	10020210-56130	EXTERNAL SERVICES	\$131.76
	PC060139895	PARTS & SERVICE REPAIRS AS NEE	\$132.36	10024220-56130	EXTERNAL SERVICES	\$132.36
	PC060139751	PARTS & SERVICE REPAIRS AS NEE	\$131.36	80026400-56130	EXTERNAL SERVICES	\$131.36
	PC060140021	PARTS & SERVICE REPAIRS AS NEE	\$12.34	84024421-56130	EXTERNAL SERVICES	\$12.34
	PC060139930	PARTS & SERVICE REPAIRS AS NEE	\$32.17	84024425-56130	EXTERNAL SERVICES	\$32.17
Vendor Total:						\$439.99
PETERSON TRUCKS INC	274794P	PARTS AS NEEDED	\$9.21	10020210-56130	EXTERNAL SERVICES	\$0.05
				10020210-56130	EXTERNAL SERVICES	\$9.21
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.05)
Vendor Total:						\$9.21
PG&E CO	JULY 17.1	GAS & ELECTRIC-OBSERVATORY	\$2.96	10022100-55210	UTILITIES	\$2.96

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PG&E CO	JULY 17	GAS & ELECTRIC-ARRC	\$2,640.66	31122870-55210	UTILITIES	\$2,640.66
					Vendor Total:	\$2,643.62
PHYSIO-CONTROL INC	417135031	DEFIBRILLATOR SERVICE SUPPORT	\$5,791.92	10021210-52111	MAINT. CONTRCTS - DEFIBRULATOR	\$5,791.92
					Vendor Total:	\$5,791.92
PLATT ELECTRIC SUPPLY	N406101	MISC ELECTRICAL SUPPLIES AS NE	\$4.92	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.01)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
				80026330-54100	SUPPLIES	\$0.04
				80026330-54100	SUPPLIES	\$4.92
					Vendor Total:	\$4.92
POLLARDWATER.COM	0083248	WATER SUPPLY, GROUNDWATER, SEW	\$1,956.32	82024414-54102	SMALL TOOLS	\$227.40
				82024414-54100	SUPPLIES	\$1,728.92
					Vendor Total:	\$1,956.32
POLYDYNE INC	1156616	NON-IONIC DRY POLYMER	\$666.05	82024411-58202	CHEMICALS	\$666.05
					Vendor Total:	\$666.05
POWER INDUSTRIES INC	737950	SUPPLIES	\$69.17	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$69.17
	737268	FILTER	\$193.49	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$193.49
	737638	ASHCROFT GAUGE	\$603.35	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$603.35
	737391	LOVEJOY PULLEY REBUILD 23220 1	\$1,217.45	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,217.45
	737957	SUPPLIES	\$210.77	10024220-56130	EXTERNAL SERVICES	\$210.77
	737852	MAJESTIC PRINCE CYLINDER	\$431.69	84024425-56130	EXTERNAL SERVICES	\$431.69

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
POWER INDUSTRIES INC	737489	ALL-FLO PUMP	\$500.77	84024425-54102	SMALL TOOLS	\$500.77
					Vendor Total:	\$3,226.69
PUBLIC SERVICE DEPARTMENT	JUNE 17	UTILITIES	\$135.66	31122870-55210	UTILITIES	\$135.66
	MAY 17	UTILITIES	\$135.66	31122870-55210	UTILITIES	\$135.66
					Vendor Total:	\$271.32
REDDING RECORD SEARCHLIGHT	1635631	ADVERTISING	\$566.30	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$566.30
					Vendor Total:	\$566.30
REDWOOD COAST FUELS	1865993	CARDLOCK FUEL PURCHASES	\$203.27	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$203.27
	1867037	CARDLOCK FUEL PURCHASES	\$75.03	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$75.03
	0079573	CARDLOCK FUEL PURCHASES	\$227.27	20824300-56210	FUEL & FLUIDS	\$227.27
	1867192	CARDLOCK FUEL PURCHASES	\$197.41	84024425-56210	FUEL & FLUIDS	\$197.41
	1867823	CARDLOCK FUEL PURCHASES	\$65.03	84024425-54100	SUPPLIES	\$65.03
					Vendor Total:	\$768.01
REDWOOD TOXICOLOGY LAB INC	00169820177	DRUG SCREENING TESTING	\$93.07	10020210-52100	CONTRACTED SERVICES	\$93.07
					Vendor Total:	\$93.07
RICHARD SEANOR	TR 8/08/17	TRAVEL REIMBURSEMENT	\$15.00	10024224-57100	CONFERENCE & TRAINING	\$15.00
					Vendor Total:	\$15.00
RINO PACIFIC	CL19513	FUEL	\$123.91	82024414-56210	FUEL & FLUIDS	\$66.92
				84024421-56210	FUEL & FLUIDS	\$56.99
					Vendor Total:	\$123.91

List of Checks Presented for Approval on 8/25/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SAFEWAY INC	STMT JULY 17	MISCELLANEOUS PURCHASES AS REQ	\$2,697.71	90000000-23226	CONCERT SERIES	\$48.93
				90000000-23226	CONCERT SERIES	\$68.04
				90000000-23226	CONCERT SERIES	\$112.60
				90000000-23226	CONCERT SERIES	\$144.30
				90000000-23226	CONCERT SERIES	\$204.43
				10016100-54167	EMPLOYEE DEVELOPMENT	\$67.23
				90000000-23243	FAMILY FUN IN THE SUN	\$117.96
				90000000-23243	FAMILY FUN IN THE SUN	\$500.00
				90000000-23236	FIELD SIGNAGE FEES	\$16.06
				90000000-23236	FIELD SIGNAGE FEES	\$89.65
				90000000-23235	MOVIES IN THE PLAZA	\$11.49
				10013400-54100	SUPPLIES	\$16.95
				10022300-54100	SUPPLIES	\$37.14
				10022300-54100	SUPPLIES	\$121.63
				10022300-54100	SUPPLIES	\$127.44
				10022300-54100	SUPPLIES	\$154.92
				10022300-54100	SUPPLIES	\$161.67
				10022300-54100	SUPPLIES	\$272.14
				10022810-54100	SUPPLIES	\$9.40
				10022810-54100	SUPPLIES	\$93.51
				10022840-54100	SUPPLIES	\$10.00
				10022840-54100	SUPPLIES	\$11.48
				10022840-54100	SUPPLIES	\$17.95

List of Checks Presented for Approval on 8/25/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SAFEWAY INC	STMT JULY 17	MISCELLANEOUS PURCHASES AS REQ	\$2,697.71	10022840-54100	SUPPLIES	\$21.57
				10022840-54100	SUPPLIES	\$46.55
				10022840-54100	SUPPLIES	\$80.56
				73022600-54100	SUPPLIES	\$5.29
				73022600-54100	SUPPLIES	\$49.05
				73022600-54100	SUPPLIES	\$61.17
				82024411-54100	SUPPLIES	\$18.60
				Vendor Total:		\$2,697.71
SAUCY	172839	MISC FOOD DISHES AS NEEDED FOR	\$276.36	73022600-54100	SUPPLIES	\$276.36
				Vendor Total:		\$276.36
SCHAT'S BAKERY	STMT 7/31/17	PROVIDE MISCELLANEOUS FOOD DISH	\$977.55	73022600-54100	SUPPLIES	\$977.55
				Vendor Total:		\$977.55
SEAN KAESER	DV081517	17/18 ANNUAL BUY FUND	\$2,000.00	10020210-54100	SUPPLIES	\$2,000.00
				Vendor Total:		\$2,000.00
SHANNON RILEY	DV081717	REIMBURSE SUBSCRIPTION EXPENSE	\$780.00	75012700-52515	ADVERTISING & PUBLICATION	\$780.00
				Vendor Total:		\$780.00
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	92706	DESIGN & CONST. MGMNT FOR ZONE	\$2,671.25	82224413-80230	INFRASTRUCTURE	\$2,671.25
				Vendor Total:		\$2,671.25
SOLID WASTES SYSTEMS INC	343447	MISCELLANEOUS DUMP FEES	\$186.69	10024220-54120	PW - SPECIAL SUPPLIES	\$10.60
				10024220-54120	PW - SPECIAL SUPPLIES	\$10.60
				10024220-54120	PW - SPECIAL SUPPLIES	\$10.60
				10024220-54120	PW - SPECIAL SUPPLIES	\$21.20

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail			
SOLID WASTES SYSTEMS INC	343447	MISCELLANEOUS DUMP FEES	\$186.69	10024220-54120	PW - SPECIAL SUPPLIES	\$21.20	
				10024220-54120	PW - SPECIAL SUPPLIES	\$31.80	
				10024220-54120	PW - SPECIAL SUPPLIES	\$70.34	
				10022100-54100	SUPPLIES	\$10.35	
	JUL-17	RESIDENTIAL GARBAGE FEES	\$27,078.88	90200000-52170	UKIAH WASTE SOLUTIONS	\$27,078.88	
	Vendor Total:					\$27,265.57	
	SPEEDY SIGNS	019426	SUPPLIES AS NEEDED	\$691.50	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.22)
					80026400-56130	EXTERNAL SERVICES	\$3.36
					80026400-56130	EXTERNAL SERVICES	\$38.66
					80026400-56130	EXTERNAL SERVICES	\$322.13
82024411-56130					EXTERNAL SERVICES	\$1.58	
82024411-56130					EXTERNAL SERVICES	\$8.57	
82024411-56130					EXTERNAL SERVICES	\$161.07	
84024425-56130					EXTERNAL SERVICES	\$1.50	
84024425-56130					EXTERNAL SERVICES	\$161.07	
90000000-23028					MEASURE Y DISTRICT TAX	(\$3.22)	
Vendor Total:					\$691.50		
THE RADAR SHOP INC	11009	RECERTIFIED RADAR UNITS	\$552.00	10020210-52100	CONTRACTED SERVICES	\$552.00	
				Vendor Total:			
THURSTON CHEVROLET TOYOTA SCION	347265	AUTOMOBILES, SCHOOL BUSES, SUV	\$43,500.00	80100000-80100	MACHINERY & EQUIPMENT	\$43,500.00	
	337589	2017 TOYOTA TACOMA, 4 X 2 PICK	\$27,500.00	82024411-80100	MACHINERY & EQUIPMENT	\$27,500.00	
	Vendor Total:					\$71,000.00	

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TUFTS POLYGRAPH & INVESTIGATION	2017-350	POLYGRAPH & INVESTIGATION SERVICES	\$650.00	20620231-52100	CONTRACTED SERVICES	\$650.00
					Vendor Total:	\$650.00
UKIAH DAILY JOURNAL	0005992603	PUBLIC HEARING	\$178.24	10023100-52100	CONTRACTED SERVICES	\$178.24
	0005987077	PUBLIC HEARING	\$188.37	10023100-52100	CONTRACTED SERVICES	\$188.37
	0005992588	PUBLIC HEARING NOTICE	\$323.62	10023100-52100	CONTRACTED SERVICES	\$323.62
	0005989407	NOTICE TO BIDDERS	\$1,059.00	10024220-59101	FEES	\$1,059.00
	0005991858	EMPLOYMENT ADVERTISING-BUILDING OFFICIAL	\$382.91	10016100-54162	HR - ADVERTISING	\$382.91
	0005978828	PUBLIC NOTICE	\$39.07	10020210-54100	SUPPLIES	\$39.07
	0005964544	ADVERTISING	\$499.00	10022300-54100	SUPPLIES	\$249.50
				10022840-54100	SUPPLIES	\$249.50
					Vendor Total:	\$2,670.21
UKIAH ROUND TREE GLASS	156589	WINDOW REPLACEMENT	\$691.63	20822500-56300	BUILDING MAINT. & REPAIR	\$691.63
	157790	LABOR AND MATERIALS TO INSTALL WINDSHIELD	\$300.00	10021210-56130	EXTERNAL SERVICES	\$300.00
					Vendor Total:	\$991.63
UKIAH WASTE SOLUTIONS INC	345847	BIOSOLID REMOVAL	\$11,724.00	84024425-52100	CONTRACTED SERVICES	\$11,724.00
					Vendor Total:	\$11,724.00
ULINE	89266332	ULINE INDUSTRIAL GLOVES - LARGE, & XLARGE	\$760.08	20822500-54100	SUPPLIES	\$760.08
					Vendor Total:	\$760.08
UNION BANK OF CALIFORNIA	1051526	TRUSTEE FEES	\$1,181.00	10015100-52100	CONTRACTED SERVICES	\$875.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UNION BANK OF CALIFORNIA	1051526	TRUSTEE FEES	\$1,181.00	96995601-52100	CONTRACTED SERVICES	\$153.00
				96995669-52100	CONTRACTED SERVICES	\$153.00
				Vendor Total:		\$1,181.00
UNITED SITE SERVICES	114-5590657	PORTABLE TOILET RENTAL	\$611.52	90000000-23226	CONCERT SERIES	\$611.52
	114-5619372	PORTABLE TOILET RENTAL	\$611.52	90000000-23226	CONCERT SERIES	\$611.52
				Vendor Total:		\$1,223.04
UPS	0000E19R5432 7	SHIPPING CHARGES	\$14.52	10023320-54101	POSTAGE	\$14.52
				Vendor Total:		\$14.52
US CELLULAR	0204526525	CELL PHONE	\$208.72	10024220-55100	TELEPHONE	(\$0.01)
				10024220-55100	TELEPHONE	\$33.08
				80026400-55100	TELEPHONE	\$31.17
				80026400-55100	TELEPHONE	\$42.07
				82024410-55100	TELEPHONE	\$19.08
				82024411-55100	TELEPHONE	\$33.08
				84024421-55100	TELEPHONE	\$19.08
				84024425-55100	TELEPHONE	\$31.17
				Vendor Total:		\$208.72
USA BLUEBOOK	338789	REPLACEMENT SENSOR CAP	\$152.54	84024425-54100	SUPPLIES	\$152.54
	335026	SUPPLIES	\$192.34	84024425-54100	SUPPLIES	\$192.34
				Vendor Total:		\$344.88

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WAGNER & BONSIGNORE	06-17-545	EUD WATER RIGHTS REPORTING AND	\$40.00	80026330-52100	CONTRACTED SERVICES	\$40.00
					Vendor Total:	\$40.00
WESCO DISTRIBUTION INC	286874	ELECTRICAL EQUIPMENT AND SUPPLIES	\$30.83	80000000-12104	INVENTORY - PURCHASES	\$30.83
	283247	ELECTRICAL EQUIPMENT AND SUPPLIES	\$43.06	80000000-12104	INVENTORY - PURCHASES	\$43.06
	283246	ELECTRICAL EQUIPMENT AND SUPPLIES	\$163.23	80000000-12104	INVENTORY - PURCHASES	\$163.23
	270067	ELECTRICAL EQUIPMENT AND SUPPLIES	\$529.52	80000000-12104	INVENTORY - PURCHASES	\$529.52
	258076	(2U-SP-2) STRAIGHT PLUG, 2 STR	\$578.72	80000000-12104	INVENTORY - PURCHASES	\$578.72
					Vendor Total:	\$1,345.36
WESTERN WATER CONSTRUCTORS INC	12	SPEC 16-02 SITE DEVELOPMENT WE	\$152,950.00	82224413-80230	INFRASTRUCTURE	\$66,200.00
				82224413-80230	INFRASTRUCTURE	\$86,750.00
					Vendor Total:	\$152,950.00
WORLD OIL ENVIRONMENTAL SERVICES	1500-00204135	DISPOSAL OF MISC. PRODUCTS AS	\$120.00	77725200-56300	BUILDING MAINT. & REPAIR	\$120.00
					Vendor Total:	\$120.00
WYATT IRRIGATION CO	234228-00	PARTS & MISC SUPPLIES AS NEEDE	\$50.41	10022100-54100	SUPPLIES	\$50.41
	234149-00	PARTS & MISC SUPPLIES AS NEEDE	\$66.08	10022100-54100	SUPPLIES	\$66.08
	233400-00	PARTS & MISC SUPPLIES AS NEEDE	\$119.81	10022100-54100	SUPPLIES	\$119.81
					Vendor Total:	\$236.30
XEROX CORP	090121118	COPIER LEASE-SEE ADD'L DESCRIP	\$214.98	10020210-94500	LEASE PAYMENTS	\$118.24
				10021210-94500	LEASE PAYMENTS	\$75.25
				20620231-94500	LEASE PAYMENTS	\$10.75

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
XEROX CORP	090121118	COPIER LEASE-SEE ADD'L DESCRIP	\$214.98	64020213-94500	LEASE PAYMENTS	\$10.74
	090121117	COPIER LEASE-SEE ADD'L DESCRIP	\$458.76	10020210-94500	LEASE PAYMENTS	\$252.32
				10021210-94500	LEASE PAYMENTS	\$160.57
				20620231-94500	LEASE PAYMENTS	\$22.94
				64020213-94500	LEASE PAYMENTS	\$22.93
	Vendor Total: -----					\$673.74
	INVOICE TOTAL:					\$728,431.00

List of Checks Presented for Approval on 8/31/2017

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



 Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACTION RENTS	294642-2	EQUIPMENT & MACHINERY RENTAL A	\$121.12	82024414-54100	SUPPLIES	\$121.12
					Vendor Total:	\$121.12
AIMEE SHIELDS	SEPT 17	TRANSCRIPTION SERVICES FOR POL	\$1,250.00	63520210-52100	CONTRACTED SERVICES	\$1,250.00
					Vendor Total:	\$1,250.00
ALL-GUARD ALARM SYSTEMS INC	A142025	MONTHLY MONITORING OF WWTP	\$76.90	84024425-52180	SECURITY SERVICES	\$76.90
					Vendor Total:	\$76.90
AMAZON CAPITAL SERVICES	1JR7-WGNY-QG3K	MISCELLANEOUS SUPPLIES AS NEED	\$30.17	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.10)
				90000000-23236	FIELD SIGNAGE FEES	\$1.68
				90000000-23236	FIELD SIGNAGE FEES	\$30.17
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.45)
	17QY-FWDQ-JRFC	MISCELLANEOUS SUPPLIES AS NEED	\$101.68	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.12)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.48)
				90000000-23236	FIELD SIGNAGE FEES	\$2.28
				90000000-23236	FIELD SIGNAGE FEES	\$101.68

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	17QY-FWDQ-JRFC	MISCELLANEOUS SUPPLIES AS NEED	\$101.68	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.20)
	11N3-LQMR-DWRW	MISCELLANEOUS SUPPLIES AS NEED	\$159.16	10024210-54100	SUPPLIES	\$53.06
				82024410-54100	SUPPLIES	\$53.05
				84024420-54100	SUPPLIES	\$53.05
	1CPD-9W7G-DCPW	MISCELLANEOUS SUPPLIES AS NEED	\$159.16	10024210-54100	SUPPLIES	\$53.06
				82024410-54100	SUPPLIES	\$53.05
				84024420-54100	SUPPLIES	\$53.05
	Vendor Total:					\$450.17
AT&T	8000-892-7073	LIVESCAN	\$1,068.74	10020210-55100	TELEPHONE	\$1,068.74
					Vendor Total: \$1,068.74	
BLUEPRINTS & COPIES	53136	PAPER,DRAFTING SUPPLIES,PLAN C	\$13.55	80026220-54100	SUPPLIES	\$13.55
					Vendor Total: \$13.55	
CA PEACE OFFICERS ASSOC	DV081717	REGISTRATION	\$440.00	10020210-57100	CONFERENCE & TRAINING	\$440.00
					Vendor Total: \$440.00	
CANTEEN SERVICE	10065	MISCELLANEOUS SUPPLIES AS NEED	\$78.45	10012200-54100	SUPPLIES	\$78.45
					Vendor Total: \$78.45	
CARLA DYCHE	TA 9/17 - 9/22/17	TRAVEL ADVANCE	\$739.85	20620231-57100	CONFERENCE & TRAINING	\$739.85
					Vendor Total: \$739.85	
CASSANDRA BORGNA	DV082217	INSTRUCTOR	\$1,031.10	10022850-52100	CONTRACTED SERVICES	\$447.30

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CASSANDRA BORGNA	DV082217	INSTRUCTOR	\$1,031.10	10022850-52100	CONTRACTED SERVICES	\$583.80
					Vendor Total:	\$1,031.10
CATHLEEN PANTTAJA	DV082217.1	INSTRUCTOR	\$2,845.85	10022850-52100	CONTRACTED SERVICES	\$1,388.45
				10022850-52100	CONTRACTED SERVICES	\$1,457.40
					Vendor Total:	\$2,845.85
CHASE RIGBY	DV82317	REIMBURSE FOR SERVICE WEAPON LIGHT	\$100.45	10020210-54100	SUPPLIES	\$100.45
					Vendor Total:	\$100.45
CLARK PEST CONTROL	20459703	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$95.00
COASTLAND CIVIL ENGINEERING	42051	TEMP BUILDING OFFICIAL SERVICE	\$9,600.00	10023320-52100	CONTRACTED SERVICES	\$9,600.00
					Vendor Total:	\$9,600.00
DANIEL STEEL & MACHINE INC	14122	LABOR TO FABRICATE SS COVER	\$736.43	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$736.43
					Vendor Total:	\$736.43
DAVID KIRCH	TA0815- 12/12/17	TRAVEL ADVANCE	\$360.00	82024411-57100	CONFERENCE & TRAINING	\$360.00
					Vendor Total:	\$360.00
DEPT OF FORESTRY & FIRE PROTECTION	145940	CHAMBERLAIN CREEK WORK CREWS M	\$1,028.79	10024220-52100	CONTRACTED SERVICES	\$1,028.79
	145944	CHAMBERLAIN CREEK WORK CREWS M	\$3,086.37	10024220-52100	CONTRACTED SERVICES	\$3,086.37
	145050 & 145481	CAL FIRE DISPATCHING 4TH QUAR	\$57,243.34	10521210-52100	CONTRACTED SERVICES	\$57,243.34
	145936	RIVER PARK CLEAN UP	\$1,143.10	10022100-54100	SUPPLIES	\$1,143.10
					Vendor Total:	\$62,501.60

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DETROIT INDUSTRIAL TOOL	552867	CAUTION TAPE	\$292.24	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.31)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.24)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.24)
				84024421-54100	SUPPLIES	\$2.79
				84024421-54100	SUPPLIES	\$292.24
				Vendor Total:		\$292.24
E & M ELECTRIC & MACHINERY, INC	306648	SHOP LABOR US 15HP 1170RPM MO	\$1,053.41	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.74
				82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,053.41
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.74)
				Vendor Total:		\$1,053.41
EMD MILLIPORE CORP	662427	SERVICE AGREEMENT FOR LABORATO	\$3,102.30	84024425-54100	SUPPLIES	\$3,102.30
				Vendor Total:		\$3,102.30
EPIC AVIATION LLC	7004738	JET FUEL	\$11,611.22	77725200-58401	AVIATION FUEL	\$11,611.22
				Vendor Total:		\$11,611.22
FASTENAL	CAUKA27555	MISC SUPPLIES AS NEEDED	\$184.44	77725200-56300	BUILDING MAINT. & REPAIR	\$184.44
	CAUKA27388	MISC SUPPLIES AS NEEDED	\$117.66	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$117.66
	CAUKA27523	MISC SUPPLIES AS NEEDED	\$5.07	80026210-54100	SUPPLIES	\$5.07
	CAUKA27550	MISC SUPPLIES AS NEEDED	\$10.44	80026210-54100	SUPPLIES	\$10.44
	CAUKA27544	MISC SUPPLIES AS NEEDED	\$34.59	80026210-54100	SUPPLIES	\$34.59
	Vendor Total:		\$352.20			

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FILETRAIL	2017-0565	HOSTED FILE MANAGMENT SYSTEM	\$565.00	10012500-52100	CONTRACTED SERVICES	\$565.00
					Vendor Total:	\$565.00
GENERAL SERVICES AGENCY	SEPT 17	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
					Vendor Total:	\$50.00
GHD INC	85516	TRANSPORTATION IMPROVEMENTS RE	\$2,185.20	25024210-80230	INFRASTRUCTURE	\$671.04
				96595612-80230	INFRASTRUCTURE	\$1,514.16
	84622	TRANSPORTATION IMPROVEMENTS RE	\$3,418.06	25024210-80230	INFRASTRUCTURE	\$554.41
				51024220-80230	INFRASTRUCTURE	\$2,863.65
					Vendor Total:	\$5,603.26
GREGG SIMPSON TRUCKING	8540	DOZER - SCARIFICATION/DEEP RIP	\$3,800.00	84024425-52100	CONTRACTED SERVICES	\$3,800.00
					Vendor Total:	\$3,800.00
HOME DEPOT CREDIT SERVICES	183568	MISCELLANEOUS SUPPLIES AS NEED	\$34.53	73022600-54100	SUPPLIES	\$34.53
					Vendor Total:	\$34.53
IAN BROESKE	TA9/5-8/17	TRAVEL ADVANCE	\$551.15	10021210-57100	CONFERENCE & TRAINING	\$551.15
					Vendor Total:	\$551.15
IBEW, LOCAL 1245	DV082117	AUGUST 2017 ELECTRIC UNIT UNION DUES	\$1,687.96	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,687.96
					Vendor Total:	\$1,687.96
INSTITUTE FOR ENVIROMENTAL HEALTH INC	171131	WTP TESTING	\$365.00	82024411-52100	CONTRACTED SERVICES	\$365.00
					Vendor Total:	\$365.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTEGRITY SHRED	72861	DOCUMENT SHREDDING	\$28.50	10020210-54100	SUPPLIES	\$14.25
				20620231-54100	SUPPLIES	\$14.25
				Vendor Total:		\$28.50
JOAN KELLY	TR7/25/17	TRAVEL REIMBURSEMENT	\$45.00	84024425-57100	CONFERENCE & TRAINING	\$45.00
				Vendor Total:		\$45.00
JOHN'S LOCK & SAFE	8084	MISC LOCK & KEYSERVICES AS NEE	\$28.61	77725200-56300	BUILDING MAINT. & REPAIR	\$28.61
	8077	MISC LOCK & KEYSERVICES AS NEE	\$80.00	10020210-56130	EXTERNAL SERVICES	\$80.00
				Vendor Total:		\$108.61
JUDY CHAN	DV70617	RENT FOR PARKS OFFICE	\$1,385.00	10022100-52600	RENT	\$1,385.00
				Vendor Total:		\$1,385.00
KAREN POPLAWSKI	DV082417	INSTRUCTOR	\$301.70	10022850-52100	CONTRACTED SERVICES	\$301.70
				Vendor Total:		\$301.70
KEVIN JENNINGS	DV082317	EMT ANNUAL RENEWAL FEES KEVIN JENNINGS	\$117.00	10021210-54100	SUPPLIES	\$117.00
				Vendor Total:		\$117.00
KIMBALL MIDWEST	5794795	STOCK SUPPLIES	\$863.01	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$1.76
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$378.92
				10020210-56130	EXTERNAL SERVICES	\$2.25
				10020210-56130	EXTERNAL SERVICES	\$484.09
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.25)

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KIMBALL MIDWEST	5794795	STOCK SUPPLIES	\$863.01	90000000-23028	MEASURE Y DISTRICT TAX	(\$1.76)
					Vendor Total:	\$863.01
LEGAL SHIELD	38295.1	PREPAID LEGAL SERVICE	\$51.80	20700000-20526	PREPAID LEGAL - AFLAC	\$51.80
					Vendor Total:	\$51.80
LES SCHWAB TIRE CENTER	64000312358	MISCELLANEOUS TIRE SERVICES AS	\$50.00	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.00
	64000314494	MISCELLANEOUS TIRE SERVICES AS	\$99.50	10020210-56130	EXTERNAL SERVICES	\$99.50
	64000313124	MISCELLANEOUS TIRE SERVICES AS	\$77.01	10021210-56130	EXTERNAL SERVICES	\$77.01
	64000309355	315/80R-22.5/20 M-320 ON/OFF R	\$1,404.25	10521210-56130	EXTERNAL SERVICES	\$1,404.25
	64000313400	11R-22.5/16 M-320Z ON/OFF ROAD	\$2,150.96	20324100-58510	REIMBURSABLE JOBS	\$2,150.96
					Vendor Total:	\$3,781.72
LIEBERT CASSIDY WHITMORE	1445415	LEGAL SERVICES - PERSONNEL	\$688.00	10016100-52100	CONTRACTED SERVICES	\$688.00
	1445416	LEGAL SERVICES - PERSONNEL	\$992.00	10016100-52100	CONTRACTED SERVICES	\$992.00
					Vendor Total:	\$1,680.00
LOUIS MALDONADO SR	310427	DEFENSIVE TACTICAL TRAINING 8/	\$1,500.00	10020210-57100	CONFERENCE & TRAINING	\$1,500.00
					Vendor Total:	\$1,500.00
LYNN PEAHEY COMPANY	334741	EVIDENCE SUPPLIES	\$238.43	10020210-54201	PRISONER EXPENSE	\$238.43
					Vendor Total:	\$238.43
MATHESON TRI-GAS INC	16003861	OXYGEN & MISCELLANEOUS AS NEED	\$47.61	20824300-56210	FUEL & FLUIDS	\$47.61
					Vendor Total:	\$47.61

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MAUREEN MULHEREN	TR8/18-19/17	TRAVEL REIMBURSEMENT	\$199.80	10010000-57100	CONFERENCE & TRAINING	\$199.80
					Vendor Total:	\$199.80
MISAC	300002225	MEMBERSHIP DUES	\$130.00	20913900-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$130.00
	300002226	MEMBERSHIP DUES	\$130.00	20913900-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$130.00
					Vendor Total:	\$260.00
MOTION INDUSTRIES INC	CA23-505950	BALDOR MODIFIED MOTOR TO FROP	\$1,539.21	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,539.21
					Vendor Total:	\$1,539.21
NANCY COOLEY	TA 9/20/17	TRAVEL ADVANCE	\$35.00	20513300-57100	CONFERENCE & TRAINING	\$35.00
					Vendor Total:	\$35.00
NFP NATIONAL ACCOUNT SERVICES	AUG 17	AUG 17 NFP INSURANCE FOR LIFE & LTD	\$2,935.66	20700000-20523	P/R DEDUCT-LTD	\$2,620.66
				20700000-20512	REMIF LIFE	\$315.00
					Vendor Total:	\$2,935.66
NORCAL ASA	SF-20462	SLOW PITCH SOFTBALL TEAMS	\$992.00	10022822-54100	SUPPLIES	\$992.00
					Vendor Total:	\$992.00
ON BASE LEADERSHIP TRAINING	DV072417	LEADERSHIP TRAINING	\$6,475.00	10020210-57100	CONFERENCE & TRAINING	\$6,475.00
					Vendor Total:	\$6,475.00
ONE TIME PAY VENDOR	117990-2	ENERGY REBATE	\$81.98	80626500-52135	ENERGY CONSERVATION PROGRAM	\$81.98
	081517	ENERGY REBATE	\$400.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$400.00
					Vendor Total:	\$481.98

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONESOURCE DISTRIBUTORS LLC	55573869.004	ELECTRICAL EQUIPMENT AND SUPPL	\$63.40	80000000-12104	INVENTORY - PURCHASES	\$63.40
					Vendor Total:	\$63.40
ONLINE INFORMATION SRVS INC	800099	UTILITY EXCHANGE REPORTING FY	\$233.20	20513300-52100	CONTRACTED SERVICES	\$233.20
					Vendor Total:	\$233.20
OPERATING ENGINEERS UNION	DV082117	PUBLIC WORKS UNION DUES	\$840.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$840.00
	1708-1	MISC UNION DUES	\$990.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$990.00
					Vendor Total:	\$1,830.00
PETERSON TRUCKS INC	274656P	FILTER	\$137.23	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$137.23
	274254P.1	TOWEL	\$19.42	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$19.42
	274734P	FILTER SYSTEM	\$111.76	10021210-56130	EXTERNAL SERVICES	\$111.76
	274906P	FILTER	\$93.57	84024421-56130	EXTERNAL SERVICES	\$93.57
					Vendor Total:	\$361.98
PG&E CO	081717	GAS & ELECTRIC SERVICES	\$4,873.41	84024425-55200	PG&E	\$1,277.13
				10022100-55210	UTILITIES	\$11.64
				10022300-55210	UTILITIES	\$33.49
				20822500-55210	UTILITIES	\$83.09
				69122700-55210	UTILITIES	\$15.11
				70024500-55210	UTILITIES	\$365.75
				73022600-55210	UTILITIES	\$15.11
				73022600-55210	UTILITIES	\$26.74
				77725200-55210	UTILITIES	\$43.02

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PG&E CO	081717	GAS & ELECTRIC SERVICES	\$4,873.41	82024411-55210	UTILITIES	\$2,935.69
				84024421-55210	UTILITIES	\$66.64
				Vendor Total:		\$4,873.41
PITNEY BOWES INC	1004916641	POSTAGE MACHINE LEASE & SUPPLI	\$101.30	73022600-54100	SUPPLIES	\$101.30
	1004916640	POSTAGE MACHINE LEASE & SUPPLI	\$141.84	73022600-54100	SUPPLIES	\$141.84
	Vendor Total:		\$243.14			
PLATT ELECTRIC SUPPLY	N710237	MISC ELECTRICAL SUPPLIES AS NE	\$112.74	20324100-54102	SMALL TOOLS	\$112.74
	N816087	MISC ELECTRICAL SUPPLIES AS NE	\$112.74	20324100-54102	SMALL TOOLS	\$112.74
	Vendor Total:		\$225.48			
POTTER VALLEY CAFE	082117	CATERING	\$408.03	73022600-54100	SUPPLIES	\$408.03
				Vendor Total:		\$408.03
POWER INDUSTRIES INC	739016	GARAGE SUPPLIES	\$81.40	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$30.09
				80026330-54100	SUPPLIES	\$51.31
	739159	JR ADAPTER	\$119.21	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$119.21
	738842	CLAMP	\$64.38	10021210-56130	EXTERNAL SERVICES	\$25.36
				84024421-56130	EXTERNAL SERVICES	\$39.02
Vendor Total:		\$264.99				
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-08 HEALTHCOMP	SEPT REMIF EAP INSURANCE PREMIUMS	\$224,510.80	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$455.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,084.00

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	17-08 HEALTHCOMP	SEPT REMIF EAP INSURANCE PREMIUMS	\$224,510.80	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$11,859.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$193,506.00
				20700000-20510	REMIF DENTAL	\$13,804.00
				20700000-20511	REMIF VISION	\$2,802.80
				Vendor Total:		\$224,510.80
REDWOOD TREE SERVICE STATIONS INC	STMT 7/31/17	CAR WASHES & INTERIOR CLEANING	\$402.00	10020210-56130	EXTERNAL SERVICES	\$304.00
				20324100-56130	EXTERNAL SERVICES	\$19.00
				20822500-56130	EXTERNAL SERVICES	\$67.00
				82024414-56130	EXTERNAL SERVICES	\$12.00
				Vendor Total:		\$402.00
REGAL PACIFIC AVIATION EQUIPMENT	21153	KAMVALOK DRYBEAK ADAPTER	\$195.75	77725200-56300	BUILDING MAINT. & REPAIR	\$195.75
				Vendor Total:		\$195.75
RICHARD SEANOR	TR8/22/17	TRAVEL REIMBURSEMENT	\$73.85	10024224-57100	CONFERENCE & TRAINING	\$73.85
				Vendor Total:		\$73.85
SAN DIEGO POLICE EQUIPMENT CO	628955	HOLSTERS FOR DETECTIVES	\$123.55	63020210-54100	SUPPLIES	\$123.55
				Vendor Total:		\$123.55
SANTA ROSA JUNIOR COLLEGE	AR18-00211	TRANSPORTATION FEE	\$20.00	10020210-57100	CONFERENCE & TRAINING	\$20.00
				Vendor Total:		\$20.00
SEAN WHITE	DV082517	REIMBURSE RETIREMENT PARTY APPETIZERS	\$143.67	84024420-57100	CONFERENCE & TRAINING	\$143.67
				Vendor Total:		\$143.67

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	93053	ENG SVCS FOR LOW GAP/N STATE	\$72.50	83024430-80230	INFRASTRUCTURE	\$72.50
					Vendor Total:	\$72.50
STAPLES CREDIT PLAN	3347808158	OFFICE SUPPLIES, MISC AS NEEDED	\$14.70	10020210-54100	SUPPLIES	\$14.70
	8045696318	OFFICE SUPPLIES, MISC AS NEEDED	\$183.13	10020210-54100	SUPPLIES	\$183.13
	3347808160	OFFICE SUPPLIES, MISC AS NEEDED	\$5.83	10022810-54100	SUPPLIES	\$5.83
	3347808161	OFFICE SUPPLIES, MISC AS NEEDED	\$6.11	10022810-54100	SUPPLIES	\$6.11
	3347808163	OFFICE SUPPLIES, MISC AS NEEDED	\$9.92	10022810-54100	SUPPLIES	\$9.92
	3347808162	OFFICE SUPPLIES, MISC AS NEEDED	\$124.48	10022810-54100	SUPPLIES	\$124.48
	3347808164	OFFICE SUPPLIES, MISC AS NEEDED	\$6.49	73022600-54100	SUPPLIES	\$6.49
					Vendor Total:	\$350.66
SWANK MOTION PICTURES INC	DV82217	BEAUTY AND THE BEAST - MOONLIGHT MOVIE MADNESS	\$650.00	90000000-23235	MOVIES IN THE PLAZA	\$650.00
					Vendor Total:	\$650.00
TAYLOR MORRISON	DV082117	REIMBURSE HAUNTED HOUSE SUPPLIES	\$21.07	90000000-23219	PUMPKINFEST	\$21.07
					Vendor Total:	\$21.07
TIM POMA	DV082417	PHOTOS & PRINTS	\$44.70	90000000-23226	CONCERT SERIES	\$29.55
				75012700-54100	SUPPLIES	\$15.15
					Vendor Total:	\$44.70
UKIAH PAPER SUPPLY	1474150	JANITORIAL SUPPLIES, MISC AS N	\$16.23	20822500-56300	BUILDING MAINT. & REPAIR	\$16.23
	474117	JANITORIAL SUPPLIES, MISC AS N	\$136.88	20822500-56300	BUILDING MAINT. & REPAIR	\$136.88

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	473855	JANITORIAL SUPPLIES, MISC AS N	\$246.30	20822500-56300	BUILDING MAINT. & REPAIR	\$246.30
	473491	JANITORIAL SUPPLIES, MISC AS N	\$159.53	84024425-56300	BUILDING MAINT. & REPAIR	\$159.53
	1474370	JANITORIAL SUPPLIES, MISC AS N	\$22.83	90000000-23226	CONCERT SERIES	\$22.83
	1474629	JANITORIAL SUPPLIES, MISC AS N	\$81.93	10024220-54120	PW - SPECIAL SUPPLIES	\$81.93
	1473597	JANITORIAL SUPPLIES, MISC AS N	\$213.48	10022100-54100	SUPPLIES	\$213.48
	1474540	JANITORIAL SUPPLIES, MISC AS N	\$243.22	10022100-54100	SUPPLIES	\$243.22
	474571	JANITORIAL SUPPLIES, MISC AS N	\$68.12	10022300-54100	SUPPLIES	\$68.12
	473344	JANITORIAL SUPPLIES, MISC AS N	\$175.21	10022300-54100	SUPPLIES	\$175.21
	474284	JANITORIAL SUPPLIES, MISC AS N	\$246.70	10022300-54100	SUPPLIES	\$246.70
	1473479	JANITORIAL SUPPLIES, MISC AS N	\$10.21	10022840-54100	SUPPLIES	\$10.21
	473476	JANITORIAL SUPPLIES, MISC AS N	\$215.56	10022840-54100	SUPPLIES	\$215.56
	1474441	JANITORIAL SUPPLIES, MISC AS N	\$22.82	20822500-54100	SUPPLIES	\$22.82
	1473648	JANITORIAL SUPPLIES, MISC AS N	\$24.80	20822500-54100	SUPPLIES	\$24.80
	1473495	JANITORIAL SUPPLIES, MISC AS N	\$53.23	31122870-54100	SUPPLIES	\$53.23
	1474230	JANITORIAL SUPPLIES, MISC AS N	\$201.20	73022600-54100	SUPPLIES	\$201.20
	473841	JANITORIAL SUPPLIES, MISC AS N	\$241.17	73022600-54100	SUPPLIES	\$241.17
	1474225	JANITORIAL SUPPLIES, MISC AS N	\$286.21	80026120-54100	SUPPLIES	\$286.21
	473482	JANITORIAL SUPPLIES, MISC AS N	\$103.06	82024414-54100	SUPPLIES	\$103.06
Vendor Total: -----						\$2,768.69

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH TROPHIES & GIFTS	382581	PLAQUE	\$68.00	10022821-54100	SUPPLIES	\$68.00
					Vendor Total:	\$68.00
UKIAH VALLEY MEDICAL CENTER	DV082317	EXAM FEES	\$690.00	10020210-52100	CONTRACTED SERVICES	\$690.00
					Vendor Total:	\$690.00
UKIAH VALLEY SANITATION DIST	DV083017	CASH DRAW AT REQUEST OF UVSD	\$4,544,481.59	94000000-30007	FUND BALANCE	\$1,923,384.24
				94200000-30007	FUND BALANCE	\$26,615.95
				94300000-30007	FUND BALANCE	\$917,291.99
				94400000-30007	FUND BALANCE	\$1,739,467.97
				95100000-30007	FUND BALANCE	\$140,268.61
				95200000-30007	FUND BALANCE	(\$202,547.17)
					Vendor Total:	\$4,544,481.59
UKIAH WASTE SOLUTIONS INC	8/15/17	REFRIG RECYCLE PROGRM-AGMNT OF	\$50.00	80626500-52135	ENERGY CONSERVATION PROGRAM	\$50.00
					Vendor Total:	\$50.00
UNDERGROUND SERVICE ALERT OF	17070323	ANNUAL 811 FEES	\$560.09	82024414-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$560.09
	1707873	ANNUAL MEMBERSHIP	\$756.17	84024421-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$756.17
					Vendor Total:	\$1,316.26
USA BLUEBOOK	344214	SOCKET FLANGE	\$390.82	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$390.82
					Vendor Total:	\$390.82
VICKY GILSON	DV81817	REIMBURSE - CLEANING SUPPLIES	\$14.77	73022600-54100	SUPPLIES	\$14.77
					Vendor Total:	\$14.77

List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WAGNER & BONSIGNORE	07-17-833	EUD WATER RIGHTS REPORTING AND	\$235.00	80026330-52100	CONTRACTED SERVICES	\$235.00
					Vendor Total:	\$235.00
WALMART COMMUNITY	P9273006F01K	MISC ITEMS AS NEEDED	\$25.62	90000000-23226	CONCERT SERIES	\$25.62
	AGR7X					
	P9273007201S	MISC ITEMS AS NEEDED	\$54.95	90000000-23226	CONCERT SERIES	\$54.95
	8KBHB					
	P9273007201S	MISC ITEMS AS NEEDED	\$119.62	90000000-23226	CONCERT SERIES	\$119.62
	8KBHK					
	P9273007101T	MISC ITEMS AS NEEDED	\$16.16	10024210-57100	CONFERENCE & TRAINING	\$1.94
	A3VJL			10024220-57100	CONFERENCE & TRAINING	\$3.56
				20324100-57100	CONFERENCE & TRAINING	\$1.29
				82024411-57100	CONFERENCE & TRAINING	\$1.94
				82024414-57100	CONFERENCE & TRAINING	\$2.10
				84024421-57100	CONFERENCE & TRAINING	\$2.10
				84024425-57100	CONFERENCE & TRAINING	\$3.23
	P9273006S01P	MISC ITEMS AS NEEDED	\$101.74	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$101.74
	63DGR					
	P9273006D01J	MISC ITEMS AS NEEDED	\$2.98	90000000-23243	FAMILY FUN IN THE SUN	\$2.98
	KVLZV					
	P9273006601G	MISC ITEMS AS NEEDED	\$93.88	10022100-54100	SUPPLIES	\$93.88
	2YN6N					
	P9273006L01M	MISC ITEMS AS NEEDED	\$73.60	10022300-54100	SUPPLIES	\$73.60
	4EE0E					
	P9273006G01K	MISC ITEMS AS NEEDED	\$57.62	10022840-54100	SUPPLIES	\$57.62
	N074D					
	P9273006A01H	MISC ITEMS AS NEEDED	\$72.91	10022840-54100	SUPPLIES	\$72.91
	GLOXP					
	P9273006P01N	MISC ITEMS AS NEEDED	\$36.88	20324100-54100	SUPPLIES	\$36.88
	6VB6J					
	P9273006Y01R	MISC ITEMS AS NEEDED	\$1.08	73022600-54100	SUPPLIES	\$1.08
	KDVX1					

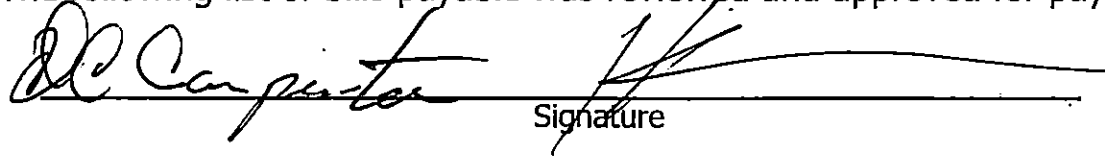
List of Checks Presented for Approval on 8/31/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WALMART COMMUNITY	P9273006Z01R YS472	MISC ITEMS AS NEEDED	\$29.43	73022600-54100	SUPPLIES	\$29.43
	P9273006K01L 66PN9	MISC ITEMS AS NEEDED	\$51.03	73022600-54100	SUPPLIES	\$51.03
	P973006V01PE SKW2	MISC ITEMS AS NEEDED	\$32.17	77725200-54100	SUPPLIES	\$32.17
	P9273006S01N X605E	MISC ITEMS AS NEEDED	\$17.51	80026400-54100	SUPPLIES	\$17.51
Vendor Total:						\$787.16
WESCO DISTRIBUTION INC	284972	(2U-SP-2) STRAIGHT PLUG, 2 STR	\$40.75	80000000-12104	INVENTORY - PURCHASES	\$40.75
						\$40.75
Vendor Total:						\$40.75
WESCO GRAPHICS INC	43208	18,000 PRINTING, 52 PAGE FLEXI	\$5,187.51	10022850-54100	SUPPLIES	\$5,187.51
						\$5,187.51
Vendor Total:						\$5,187.51
WESTERN ENERGY INSTITUTE	000004054	TRAINING	\$25.00	20513380-57100	CONFERENCE & TRAINING	\$25.00
						\$25.00
Vendor Total:						\$25.00
WESTERN WATER CONSTRUCTORS INC	52371	Contract 1516202 retainage 08/25/2017 to	\$7,647.50	82200000-20150	AP CONTRACT RETAINAGE	\$3,310.00
				82200000-20150	AP CONTRACT RETAINAGE	\$4,337.50
				Vendor Total:		\$7,647.50
WYATT IRRIGATION CO	235191	PARTS & MISC SUPPLIES AS NEEDE	\$47.70	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.23)
				10022100-54100	SUPPLIES	\$0.52
				10022100-54100	SUPPLIES	\$47.70
				Vendor Total:		\$47.70
INVOICE TOTAL:						\$4,932,507.44

List of Checks Presented for Approval on 8/17/2017

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


Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FEDERAL EXPRESS	UVFD 5-872-35781	SHIPPING SERVICES	\$13.45	91500000-54101	POSTAGE	\$13.45
					Vendor Total:	\$13.45
HAROLD J LANCE JR	UVFD JULY 17	LEGAL SERVICES	\$245.00	91521400-52150	LEGAL SERVICES/EXPENSES	\$245.00
					Vendor Total:	\$245.00
JEFF ADAIR	UVFD DV 072717	OVERPAYMENT CALPERS	\$16.00	20700000-20658	UVFD CALPERS 457	\$16.00
					Vendor Total:	\$16.00
MANAGED HEALTH NETWORK	UVFD PRM-010591	AUGUST 17 UVFD MHN EAP 8	\$120.96	20700000-20661	UVFD HEALTH INS	\$120.96
					Vendor Total:	\$120.96
MENDO MILL & LUMBER CO	UVFD K71233/1	SUPPLIES AS NEEDED	\$15.61	91521400-56300	BUILDING MAINT. & REPAIR	\$15.61
	UVFD K72632/1	SUPPLIES AS NEEDED	\$9.12	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.12
	UVFD K71227/1	SUPPLIES AS NEEDED	\$7.51	91521400-54100	SUPPLIES	\$7.51
	UVFD K72822/1	SUPPLIES AS NEEDED	\$17.58	91521400-54100	SUPPLIES	\$17.58
	UVFD K70167/1	SUPPLIES AS NEEDED	\$23.30	91521400-54100	SUPPLIES	\$23.30
					Vendor Total:	\$73.12

List of Checks Presented for Approval on 8/17/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MILLVIEW COUNTY WATER DISTRICT	UVFD JULY 17	UTILITIES	\$103.57	91521400-61425	ALLOCATED UTILITIES	\$103.57
					Vendor Total:	\$103.57
NICK BARBIERI TRUCKING LLC	UVFD 1864396	FUEL AS NEEDED	\$1,242.58	91521400-56210	FUEL & FLUIDS	\$1,242.58
					Vendor Total:	\$1,242.58
OPPERMAN & SON INC	UVFD 1271910046	MISCELLANEOUS PARTS AS NEEDED	\$124.88	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$124.88
					Vendor Total:	\$124.88
PRINCIPAL LIFE	17-08 UVFD PRIN LIFE	AUG 17 UVFD DENTAL & LIFE	\$872.58	20700000-20661	UVFD HEALTH INS	\$872.58
					Vendor Total:	\$872.58
PUBLIC SERVICE DEPARTMENT	UVFD JUNE 17.2	SEWER 90558-8	\$79.87	91500000-55210	UTILITIES	\$79.87
	UVFD JUNE 17.1	SEWER 81411-1	\$125.97	91500000-55210	UTILITIES	\$125.97
					Vendor Total:	\$205.84
RAY A MORGAN COMPANY	UVFD 1658814	COPIER USAGE	\$2.16	91521400-52100	CONTRACTED SERVICES	\$2.16
	UVFD 1695618	COPIER LEASE & SERVICE	\$45.90	91521400-52100	CONTRACTED SERVICES	\$45.90
					Vendor Total:	\$48.06
REDWOOD FORD	UVFD 125337	PARTS & SERVICE REPAIRS AS NEEDED	\$20.31	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$20.31
					Vendor Total:	\$20.31
ROGINA WATER COMPANY	UVFD JULY 17	UTILITIES	\$25.00	91521400-55210	UTILITIES	\$25.00
					Vendor Total:	\$25.00
STAPLES CREDIT PLAN	UVFD 1852097821	SUPPLIES AS NEEDED	\$29.82	91521400-54100	SUPPLIES	\$29.82
					Vendor Total:	\$29.82

List of Checks Presented for Approval on 8/17/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	UVFD 0005985097	ADVERTISING	\$40.80	91500000-56130	EXTERNAL SERVICES	\$40.80
					Vendor Total:	\$40.80
US BANK NA	869251371730	FUEL & LUBRICANTS	\$51.89	91521400-56210	FUEL & FLUIDS	\$51.89
					Vendor Total:	\$51.89
WASTE MANAGEMENT	UVFD 2712400- 2561-6	UTILITIES	\$56.82	91521400-61425	ALLOCATED UTILITIES	\$56.82
	UVFD 2712402- 2561-2	UTILITIES	\$56.82	91521400-61425	ALLOCATED UTILITIES	\$56.82
					Vendor Total:	\$113.64
WILLOW COUNTY WATER DIST	UVFD JULY 17	UTILITIES	\$50.12	91521400-55210	UTILITIES	\$50.12
					Vendor Total:	\$50.12
WITMER PUBLIC SAFETY GROUP	UVFD E1620898	SUPPLIES AS NEEDED	\$720.30	91521400-54100	SUPPLIES	\$720.30
					Vendor Total:	\$720.30
					INVOICE TOTAL:	\$4,117.92

List of Checks Presented for Approval on 8/22/2017

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

David B Haas

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AFLAC	741640	UVFD AFLAC - AUGUST	\$73.70	20700000-20656	UVFD AFLAC	\$73.70
Vendor Total:						\$73.70
AT&T	000010044562	TELEPHONE	\$14.43	91521400-55100	TELEPHONE	\$14.43
Vendor Total:						\$14.43
CALIFORNIA EXTERMINATORS ALLIANCE	588585	EXTERMINATION SERVICES - S STATE ST	\$102.00	91521400-52100	CONTRACTED SERVICES	\$102.00
Vendor Total:						\$102.00
CROSSFIT MENDOCINO	CFM082017DIS TRICT	CROSSFIT TRAINING	\$166.66	91521400-57100	CONFERENCE & TRAINING	\$166.66
Vendor Total:						\$166.66
OPPERMAN & SON INC	1272020011	SENDER EQUIPMENT	\$47.72	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$47.72
	1272080037	HD BELT	\$66.50	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$66.50
	1272080023	SENDER EQUIPMENT	\$92.70	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$92.70
Vendor Total:						\$206.92
PETERSON TRUCKS INC	CM274059P	PULLEY	(\$329.48)	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$329.48)
	273873P	FUEL FILTER	\$3.40	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3.40
	273854P.2	FILTERS	\$202.87	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$202.87

Need invoices

List of Checks Presented for Approval on 8/22/2017

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PETERSON TRUCKS INC	274080P	BRACKET	\$405.16	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$405.16
	274059P	PULLEY & BELT FAN	\$444.44	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$444.44
	Vendor Total:					\$726.39
PG&E CO	UVFD 1522 AUG	GAS & ELECTRIC SERVICES - TALMAGE RD	\$124.24	91521400-55210	UTILITIES	\$124.24
	UVFD 6833 AUG	GAS & ELECTRIC SERVICES - LOVERS LN	\$705.33	91521400-55210	UTILITIES	\$705.33
	UVFD 6124 AUG	GAS & ELECTRIC SERVICES - S STATE ST	\$1,477.72	91521400-55210	UTILITIES	\$1,477.72
	Vendor Total:					\$2,307.29
UKIAH AUTO PARTS	009145	AIR FILTER	\$40.58	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$40.58
					Vendor Total:	
US BANK CORPORATE PAYMENT SERVICES	JULY 17	CAL CARD PURCHASES	\$5,373.03	91521400-56300	BUILDING MAINT. & REPAIR	\$432.42
				91521400-57100	CONFERENCE & TRAINING	\$673.43
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$133.57
				91521400-56210	FUEL & FLUIDS	\$50.15
				91521400-54100	SUPPLIES	\$3,561.86
				91521400-55100	TELEPHONE	\$521.60
				Vendor Total:		
US BANK EQUIPMENT FINANCE	336770466	LEASE OF COPYSTAR	\$164.20	91521400-54500	EQUIP RENTS AND LEASES	\$164.20
					Vendor Total:	
INVOICE TOTAL:						\$9,175.20



AGENDA SUMMARY REPORT

SUBJECT: Authorize the Director of Public Works / City Engineer to Remit Payment in the Amount of \$33,000 to the State Water Resources Control Board for the Administrative Civil Liability Complaint #2017-0030 for the Wastewater Treatment Plant.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Administrative Civil Liability Correspondence \(Corrected attachment title 9-18-17\)](#)

Summary: Council to consider authorizing the Public Works Director / City Engineer to remit payment in the amount of \$33,000 to the State Water Resources Control Board for Administrative Civil Liability Complaint #2017-0030 for the Wastewater Treatment Plant.

Background: Over the last few years, City staff has updated Council regarding administrative civil liability complaints issued by the State Water Resources Control Board as a result of exceedances of the discharge requirement in the City's National Pollution Discharge Elimination System (NPDES) Permit for the Waste Water Treatment Plant (WWTP). Complaints of this nature are relatively typical and there is a line item in the budget in anticipation of penalties. For FY 17/18 the budgeted amount is \$50,000.

On June 7, 2017, staff received an Administrative Civil Liability Complaint (ACLC) issued against the WWTP from the North Coast Regional Water Quality Control Board (NCRWQCB) as a result of exceeding final effluent

RECOMMENDED ACTION: Authorize the Director of Public Works / City Engineer to remit payment in the amount of \$33,000 to the State Water Resources Control Board for the Administrative Civil Liability Complaint #2017-0030 for the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$50,000; #84024425.94700

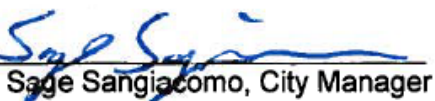
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer

Approved:


Sage Sangiacomo, City Manager

limitations (Attachment 1). The constituents where exceedances occurred were for Nitrate, Ammonia, Dichlorobromomethane (DCBM) and Copper. The NCRWQB waived the penalties for Nitrate and Ammonia as allowed under the current Cease and Desist Order (CDO). The NCRWQCB does not have the ability to waive penalties for DCBM or Copper.

Discussion: DCBMs are a byproduct of chlorine disinfection. The chlorine contact chamber at the WWTP is undersized and meeting disinfection standards can require higher dosage rates of chlorine. At times, the higher dosages can lead to exceedances in DCBM. On June 21, 2017, Council approved a contract amendment with Carollo Engineers to design an expansion of the chlorine contact chamber that should alleviate issues with DCBMs. In addition, staff has also made adjustments in the treatment process to help reduce DCBM levels.

Since the City does not have a current qualifying project where the penalties can be applied, staff is recommending remittance of the full payment.

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

June 7, 2017

Mr. Tim Eriksen, Director of Public Works
City Engineer
City of Ukiah
Wastewater Treatment Plant
300 Seminary Avenue
Ukiah, CA 95482
tericksen@cityofukiah.com

Dear Mr. Eriksen:

Subject: Administrative Civil Liability Complaint No. R1-2017-0030

File: City of Ukiah, Wastewater Treatment Plant (WWTP), Mendocino County,
WDID No. 1B840290MEN; NPDES Permit No. CA0022888

Enclosed is Administrative Civil Liability (ACL) Complaint No. R1-2017-0030 (Complaint) issued by the Assistant Executive Officer of the California Regional Water Quality Control Board, North Coast Region (Regional Water Board) in the matter of the City of Ukiah, Wastewater Treatment Plant (Discharger). The Complaint alleges that the Discharger violated Waste Discharge Requirements (WDRs) Order No. R1-2012-0068 (NPDES Permit No. CA0022888) for which mandatory minimum penalties (MMPs) must be imposed. The specific violations alleged are listed in Attachment A to the Complaint. The Complaint proposes that, pursuant to California Water Code section 13385, subdivisions (h) and (i), mandatory minimum penalties in the amount of \$33,000 must be imposed.

Additionally, a Fact Sheet is enclosed, along with a Waiver Form. The Fact Sheet describes the Complaint process and explains what the Discharger can expect and its obligations as the process proceeds. **Please read each document carefully. This Complaint may result in the issuance of an order by the Regional Water Board requiring that the Discharger pay a penalty.**

In accordance with Water Code section 13323, subdivision (b), the Discharger has a right to be heard by the Regional Water Board regarding this matter in a public hearing within

DAVID M. NOHEN, CHAIR | MATTHIAS ST. JOHN, EXECUTIVE OFFICER

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

Mr. Tim Eriksen

- 2 -

June 7, 2017

ninety (90) days of issuance of the Complaint. A hearing has been scheduled for August 17, 2017 as described in the enclosed Notice of Public Hearing and Proposed Hearing Procedures. If the Discharger wishes to waive its right to a hearing and either pay the MMPs in full or take other action as described in the waiver form, please sign the enclosed waiver form and return it by July 7, 2017. The matter may be settled without a public hearing provided no significant comments are received during the public comment period, which begins with the issuance date of the Complaint and ends on July 7, 2017. The Discharger will be notified of any issues brought forth during the comment period and my decision to settle the matter.

You may contact Cecile Morris of my staff by telephone at (707) 576-2347 or by email at Cecile.Morris@waterboards.ca.gov if you have any questions regarding this Complaint.

Sincerely,

  **Shin-Roei Lee**
2017.06.07
21:34:16 -07'00'

Shin-Roei Lee, P.E.
Assistant Executive Officer

170607_CNM_dp_UkiahWWTF_ACLC_TransLtr

Enclosures:

1. Complaint No. R1-2017-0030 (with Attachment A)
2. Complaint Waiver Form
3. Notice of Public Hearing and Proposed Hearing Procedures
4. Administrative Civil Liability Fact Sheet

Certified-Return Receipt Requested

cc: Matthias St. John, Executive Officer, RWQCB, Matt.St.John@waterboards.ca.gov
Susie Loscutt, OE, Susan.Loscutt@waterboards.ca.gov

North Coast Regional Water Quality Control Board

Administrative Civil Liability Fact Sheet February 2016

The California Regional Water Quality Control Boards (regional water boards) have the authority to impose administrative civil liabilities for a variety of violations under California Water Code section 13323¹. This document generally describes the process that the regional water boards follow in imposing administrative civil liabilities.

The first step is the issuance of an administrative civil liability complaint by the authorized regional water board's executive officer or assistant executive officer. The complaint describes the violations that are alleged to have been committed, the Water Code provisions authorizing the imposition of liability, and the evidence that supports the allegations. **Any person who receives a complaint must respond timely as directed, or risk the regional water board imposing the administrative civil liability by default.** The complaint is accompanied by a letter of transmittal, a waiver form and a hearing procedure. Each document contains important information and deadlines. You should read each document carefully. A person issued a complaint is allowed to represent him or herself. However, legal advice may be desirable to assist in responding to the complaint.

The Parties

The parties to a complaint proceeding are the regional water board prosecution team and the person named in the complaint, referred to as the "Discharger." The Prosecution Team is comprised of regional water board staff and management (Prosecution Team). Other interested persons may become involved and may become "designated parties." Only designated parties are allowed to submit evidence and participate fully in the proceeding. Other interested persons may play a more limited role in the proceeding and are allowed to submit non-evidentiary policy statements. If the matter proceeds to hearing, the hearing will be held before the full membership of the regional water board (composed of up to seven board members appointed by the Governor) or before a panel of three board members. The board members who will hear the evidence and rule on the matter act as judges.

¹ All code sections referenced herein can be found by going to
http://www.waterboards.ca.gov/laws_regulations/docs/portercologne.pdf

They are assisted by an advisory team, which is comprised of regional water board staff and management that have not been involved in the enforcement proceeding (Advisory Team). The Advisory Team provides advice to the board members on technical and legal issues. Both the Prosecution Team and the Advisory Team have their own attorney. Neither the Prosecution Team nor the Discharger or his/her representatives are permitted to communicate with the board members or the Advisory Team about the complaint without the presence or knowledge of the other. This is explained in more detail in the hearing procedure.

Complaint Resolution options

Once issued, a complaint can lead to (1) withdrawal of the complaint; (2) withdrawal and reissuance; (3) payment and waiver; (4) settlement; or (5) hearing. Each of these options is described below.

Withdrawal: May result if the Discharger provides information to the Prosecution Team that clearly demonstrates that a fundamental error exists in the information set forth in the complaint.

Withdrawal and reissuance: May result if the Prosecution Team becomes aware of information contained in the complaint that can be corrected.

Payment and waiver: May result when the Discharger elects to pay the amount of the penalty specified in the complaint rather than to contest it. The Discharger makes a payment for the full amount and the matter is settled, subject to public comment.

Settlement: May result when the parties reach a settlement of the complaint. A settlement can include such things as a payment schedule, or a partial payment and suspension of the remainder pending implementation by the Discharger of identified activities, such as making improvements beyond those already required that will reduce the likelihood of a further violation (Enhanced Compliance Action) or the implementation or funding of a Supplemental Environmental Project (SEP) or a Compliance Project. Qualifying criteria for Enhanced Compliance Actions, Compliance Projects and SEPs are contained in the State Water Resources Control Board's (State Water Board) Enforcement Policy and its Policy on Supplemental Environmental Projects, which are available at the State Water Board's website

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

and:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/rs2009_001_3_sep_finalpolicy.pdf

Settlements are generally subject to public notice and comment, and are conditioned upon approval by the regional water board or its authorized staff management.

Settlements are memorialized by a settlement agreement signed by the Prosecution Team and the Discharger. Settlements are approved by the regional board in a stipulated order.

Hearing: If the matter proceeds to a hearing, the parties will be allowed time to present evidence and testimony in support of their respective positions. The hearing must be held within 90 days of the issuance of the complaint, unless the Discharger waives that requirement by signing and submitting the waiver form included in this package. However, execution of the waiver does not preclude the regional water board from proceeding to hearing on this matter within 90 days. The hearing will be conducted under rules set forth in the hearing procedure. The Prosecution Team has the burden of proving the allegations and must present competent evidence to the board regarding the allegations. Following the Prosecution Team's presentation, the Discharger and other parties are given an opportunity to present evidence, testimony and argument challenging the allegations. The parties may cross-examine each other's witnesses. Interested persons may provide non-evidentiary policy statements, but may generally not submit evidence or testimony. At the end of the presentations by the parties, the board members will deliberate to decide the outcome. The regional water board may issue an order requiring payment of the full amount recommended in the complaint, it may issue an order requiring payment of a reduced amount, it may order the payment of a higher amount, decide not to impose an assessment or it may refer the matter to the Attorney General's Office.

Factors that must be considered by the regional water board

Except for mandatory minimum penalties under Water Code section 13385 (i) and (h), the regional water board is required to consider several factors specified in the Water Code, including nature, circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any resulting from the violations, and other matters as justice may require (California Water Code sections 13327, 13385(e) and 13399). During the period provided to submit evidence (set forth in the hearing procedure) and at the hearing, the Discharger may submit information that it believes supports its position regarding the complaint. If the Discharger intends to present arguments about its inability to pay, it must provide reliable documentation to establish that inability. The kinds of information that may be used for this purpose include:

For an individual:

1. Last three years of signed federal income tax returns (IRS Form 1040) including schedules;
2. Members of household, including relationship, age, employment and income;
3. Current living expenses;
4. Bank account statements;
5. Investment statements;

6. Retirement account statements;
7. Life insurance policies;
8. Vehicle ownership documentation;
9. Real property ownership documentation;
10. Credit card and line of credit statements;
11. Mortgage loan statements;
12. Other debt documentation.

For a business:

1. Copies of last three years of company IRS tax returns, signed and dated,
2. Copies of last three years of company financial audits
3. Copies of last three years of IRS tax returns of business principals, signed and dated.
4. Any documentation that explains special circumstances regarding past, current, or future financial conditions.

For larger firms:

1. Federal income tax returns for the last three years, specifically:
 - IRS Form 1120 for C Corporations
 - IRS Form 1120 S for S Corporations
 - IRS Form 1065 for partnerships
2. A completed and signed IRS Form 8821. This allows IRS to provide the SWRCB with a summary of the firm's tax returns that will be compared to the submitted income tax returns. This prevents the submission of fraudulent tax returns;
3. The following information can be substituted if income tax returns cannot be made available:
 - Audited Financial Statements for last three years;
 - A list of major accounts receivable with names and amounts;
 - A list of major accounts payable with names and amounts;
 - A list of equipment acquisition cost and year purchased;
 - Ownership in other companies and percent of ownership for the last three years;
 - Income from other companies and amounts for the last three years.

For a municipality, county, or district:

1. Type of entity:
 - City/Town/Village;
 - County;
 - Municipality with enterprise fund;
 - Independent or publicly owned utility;

2. The following 2000 and 2010 US Census data:
 - Population;
 - Number of persons age 18 and above;
 - Number of persons age 65 and above;
 - Number of Individual below 125% of poverty level;
 - Median home value;
 - Median household income.
3. Current or most recent estimates of:
 - Population;
 - Median home value;
 - Median household income;
 - Market value of taxable property;
 - Property tax collection rate.
4. Unreserved general fund ending balance;
5. Total principal and interest payments for all governmental funds;
6. Total revenues for all governmental funds;
7. Direct net debt;
8. Overall net debt;
9. General obligation debt rating;
10. General obligation debt level.
11. Next year's budgeted/anticipated general fund expenditures plus net transfers out.

This list is provided for information only. The Discharger remains responsible for providing all relevant and reliable information regarding its financial situation, which may include items in the above lists, but could include other documents not listed. Please note that all evidence regarding this case, including financial information, will be made public.

Petitions

If the regional water board issues an administrative civil liability order requiring payment, the Discharger may challenge that order by filing a petition for review with the State Water Board pursuant to Water Code section 13320. More information on the petition process is available at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality/index.shtml

An order of the State Water Board resolving the petition for review of the regional water board's administrative civil liability order can be challenged by filing a petition for writ of mandate in the superior court pursuant to Water Code section 13330.

Once an administrative civil liability order becomes final, the regional water board or State Water Board may seek a judgment of the superior court under Water Code section 13328, if necessary, in order to collect payment of the administrative civil liability amount.

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

In the Matter of:	)	
	)	
City of Ukiah	)	Complaint No. R1-2017-0030
Publics Works Department	)	for
Ukiah Wastewater Treatment Plant	)	Administrative Civil Liability
WDID # 1B84029OMEN	)	
	)	

The Assistant Executive Officer of the California Regional Water Quality Control Board, North Coast Region (Regional Water Board) hereby gives notice that:

1. This Administrative Civil Liability Complaint (Complaint) is issued under the authority of California Water Code¹ section 13323 to the City of Ukiah (hereinafter Discharger) to assess administrative civil liability for discharges from its Wastewater Treatment Plant (WWTP) in violation of provisions of law for which the Regional Water Board is required to impose mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i). This Complaint alleges forty (40) effluent limit violations of Waste Discharge Requirements (WDRs) Order No. R1-2012-0068, National Pollution Discharge Elimination System (NPDES) Permit No. CA 0022888, of which eleven (11) are subject to MMPs as specifically listed in Attachment A. Attachment A is hereby incorporated by reference.
2. Unless waived, the Regional Water Board will hold a hearing on this Complaint at the August 17, 2017, Board meeting located at the Regional Water Board office, 5550 Skylane Boulevard, Suite A, Santa Rosa, CA or at a location as posted on the Regional Water Board's website (address listed below). The Discharger or its representative will have an opportunity to be heard and to contest the allegations in this Complaint and the imposition of the civil liability. Not less than 10 days before the hearing date, an agenda for the meeting will be available on the Regional Water Board's website:
http://www.waterboards.ca.gov/northcoast/board_info/board_meetings/.
3. At the hearing, the Regional Water Board will consider whether to affirm, reject, or modify the proposed civil liability up to the maximum penalty provided for by law, or refer the matter to the Attorney General to have a Superior Court consider civil enforcement. The Discharger can waive its right to a hearing to contest the allegations contained in this Complaint by submitting a signed waiver and paying the MMPs in full or by taking other actions as described in the waiver form. Any such resolution of this Complaint will be subject to approval by the Regional Water Board or its delegee. If this matter proceeds to hearing and the Regional Water Board decides to impose discretionary penalties, the Prosecution Team reserves the right to seek an increase in the civil liability amount.

¹ All subsequent references to the Water Code refer to the California Water Code unless otherwise noted.

4. Regulations of the United States Environmental Protection Agency require public notification of any proposed settlement of the civil liability occasioned by violation of the Clean Water Act. Accordingly, interested persons will be given thirty (30) days to comment on any proposed settlement of this Complaint.

The Assistant Executive Officer of the Regional Water Board hereby alleges that:

BACKGROUND

5. The Discharger owns and operates the Ukiah WWTP located at 300 Plant Road, Ukiah, California in Mendocino County. The WWTP serves 15,000 residential, commercial, and institutional users in the City of Ukiah and 5,000 residential users served by the Ukiah Valley Sanitation District. Disinfected, tertiary treated wastewater can be discharged to the Russian River, a water of the United States, as needed during winter months (October 1 to May 14). Year-round, disinfected secondary wastewater is discharged to percolation ponds adjacent to the Russian River. The Russian River is also a water of the state.
6. The Regional Water Board adopted WDRs Order No. R1-2012-0068 on August 23, 2012 to regulate discharges from the WWTP which became effective on October 1, 2012 and serves as an NPDES Permit under the Federal Clean Water Act.
7. The Regional Water Board adopted Cease and Desist Order (CDO) No. R1-2012-0069 on August 23, 2012, concurrently with WDRs Order No. R1-2012-0068, requiring the Discharger to take action and comply with effluent limitations. CDO No. R1-2012-0069 contains interim effluent limits for ammonia and nitrate, and includes a compliance schedule for the Permittee to comply with final effluent limits for ammonia and nitrate by August 1, 2017.

STATEMENT OF REQUIREMENTS APPLICABLE TO THE DISCHARGER:

8. WDRs Order No. R1-2012-0068 sets forth effluent limits for constituents, including copper, dichlorobromomethane, nitrate and ammonia at Discharge Point EFF-001, summarized as follows:
- a. Representative samples of the discharge to the Russian River shall not contain constituents in excess of the following limitations:

Parameter	Units	Monthly Average	Weekly Average	Daily Maximum
Copper, Total Recoverable	ug/l	35	---	70
Dichlorobromomethane	ug/l	0.56	---	1.1
Nitrate (as N)	mg/L	10	---	---
Ammonia	mg/L	3.5	---	6.8

9. CDO Order No. R1-2012-0069, sets forth interim effluent limits for ammonia and nitrate at Discharge Point 001 (Monitoring Location EFF-001B) as summarized as follows:

Parameter	Units	Average Monthly	Maximum Daily
Ammonia Nitrogen, as N	mg/L	14	20
Nitrate Nitrogen, total (as N)	mg/L	26.6	---

10. Ammonia nitrogen and nitrate nitrogen are Group I pollutants, and total copper and dichlorobromomethane are Group II pollutants.

ALLEGED VIOLATIONS

11. The Discharger's self-monitoring reports show three (3) effluent limit violations of WDRs Order No. R1-2012-0068 occurring on March 18, 27, and 31, 2015, which were not previously resolved by Settlement and Stipulation Administrative Civil Liability (Stipulation) Order No. R1-2015-0069. Of the three violations, one is subject to MMPs as a serious violation and two meet the interim effluent limits contained in CDO No. R1-2012-0069 and are exempt from penalties. These violations are listed in Attachment A.
12. The Discharger's self-monitoring reports show thirty-seven (37) effluent limit violations of WDRs Order No. R1-2012-0068 from June 1, 2015 (end of period included in Stipulation Order No. R1-2015-0069) to January 31, 2017 (Compliance Period), of which ten (10) are subject to MMPs as serious violations and twenty-seven (27) are exempt for meeting the CDO interim limits. These violations are listed in Attachment A.
13. As described above and shown in Attachment A, the total number of violations subject to MMPs is eleven (11).

WATER CODE PROVISIONS UPON WHICH LIABILITY IS BEING ASSESSED DUE TO NONCOMPLIANCE WITH APPLICABLE REQUIREMENTS

14. Water Code section 13385, subdivision (h) requires the Regional Water Board to assess a mandatory minimum penalty of three thousand dollars (\$3,000) for each serious violation. Pursuant to Water Code section 13385, subdivision (h)(2) a "serious violation" is defined as "any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant... by 20 percent or more, or for a Group I pollutant... by 40 percent or more." Appendix A of Part 123.45 of Title 40 of the Code of Federal Regulations specifies the Group I and II pollutants.
15. Water Code section 13385, subdivision (i) requires the Regional Water Board to assess a mandatory minimum penalty of three thousand dollars (\$3,000) for each violation

whenever the Discharger does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- a. Violates a waste discharge requirement effluent limitation.
- b. Fails to file a report pursuant to section 13260.
- c. Files an incomplete report pursuant to section 13260.
- d. Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

16. The maximum amount of discretionary administrative civil liability pursuant to Water Code section 13385, subdivision (c) is \$10,000 per day of violation plus \$10 times the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.

PROPOSED ADMINISTRATIVE CIVIL LIABILITY

17. The Assistant Executive Officer of the Regional Water Board proposes that mandatory minimum penalties be assessed against the Discharger in the amount of thirty-three thousand dollars (\$33,000) for the violations specifically identified in Attachment A to this Complaint.
18. Notwithstanding the issuance of this Complaint, the Regional Water Board retains the authority to assess additional penalties for violations of the requirements of the Discharger's waste discharge requirements for which penalties have not yet been assessed or for violations that may subsequently occur.
19. Issuance of this Complaint is an enforcement action and is therefore exempt from the provisions of the California Environmental Quality Act (Pub. Res. Code, § 21000 et seq.) pursuant to title 14, California Code of Regulations, sections 15308 and 15321, subdivision (a)(2).

 **Shin-Roei Lee**
2017.06.07
21:35:51 -07'00'

Shin-Roei Lee
Assistant Executive Officer
Regional Water Board Prosecution Team

Attachment A: Effluent Limitation Violations Requiring Mandatory Minimum Penalties

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Parameter	Pollutant Group	Permit Limitation Period	Permit Limit	Interim CDO Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason or otherwise not subject to MMPs	% Over Limit	Date 180 Days Prior	Serious Violation?	No. of Effluent Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1005101*	3/18/2015	Dichlorobromomethane	Group 2	Daily Maximum	1.1	—	9.81	ug/L	No	—	773%	9/19/2014	Yes	Serious, CL2	Yes	13385(i)	\$ 3,000
2	1022717*	3/27/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	11	mg/L	Yes	b	61%	9/28/2014	Exempt	N/A	No		\$ 0
3	1022726*	3/31/2015	Nitrate, Total (as N)	Group 1	Monthly Average	10	26.6	16	mg/L	Yes	b	60%	10/2/2014	Exempt	N/A	No		\$ 0
4	999888 1005084	10/07/2015	Dichlorobromomethane	Group 2	Daily Maximum	1.1	—	2.09	ug/L	No	—	90%	04/10/2015	Yes	Serious, CL1	Yes	13385(i)	\$ 3,000
5	1022730	10/7/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	11	mg/L	Yes	b	61%		Exempt	N/A	No		\$ 0
6	1005086 999887	10/07/2015	Copper, Total	Group 2	Monthly Average	35	—	41	ug/L	No	—	64%	04/10/2015	Yes	Serious, CL2	Yes	13385(i)	\$ 3,000
7	1005109 999886	10/07/2015	Dichlorobromomethane	Group 2	Monthly Average	0.56	—	2.09	ug/L	No	—	273%	04/10/2015	Yes	Serious, CL3	Yes	13385(i)	\$ 3,000
8	1022731	10/27/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	7.8	mg/L	Yes	b	16%	4/30/2015	Exempt	N/A	No		\$ 0
9	1022729	10/31/2015	Nitrate, Total (as N)	Group 1	Monthly Average	10	26.6	12	mg/L	Yes	b	20%	5/4/2015	Exempt	N/A	No		\$ 0
10	1022732	10/31/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	7.5	mg/L	Yes	b	114%	5/4/2015	Exempt	N/A	No		\$ 0
11	1022733	11/3/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	9.6	mg/L	Yes	b	41%	5/7/2015	Exempt	N/A	No		\$ 0
12	1022734	11/10/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	9.5	mg/L	Yes	b	40%	5/14/2015	Exempt	N/A	No		\$ 0
13	1022735	11/17/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	10	mg/L	Yes	b	47%	5/21/2015	Exempt	N/A	No		\$ 0
14	1022736	11/24/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	8.1	mg/L	Yes	b	19%	5/28/2015	Exempt	N/A	No		\$ 0
15	1022737	11/30/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	5.1	mg/L	Yes	b	48%	6/3/2015	Exempt	N/A	No		\$ 0
16	1005097 1022741	12/01/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	11	mg/L	Yes	b	62%	06/04/2015	Exempt	N/A	No		\$ 0
17	1005105 1002486 1022742	12/08/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	9.1	mg/L	Yes	b	34%	06/11/2015	Exempt	N/A	No		\$ 0
18	1002487 1005104	12/15/2015	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	8.1	mg/L	Yes	b	19%	06/18/2015	Exempt	N/A	No		\$ 0
19	1002484	12/31/2015	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	7.4	mg/L	Yes	b	111%	07/04/2015	Exempt	N/A	No		\$ 0
20	1005583 1020044	02/02/2016	Dichlorobromomethane	Group 2	Daily Maximum	1.1	—	2.22	ug/L	No	—	102%	08/08/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
21	1005584 1020041	02/02/2016	Dichlorobromomethane	Group 2	Monthly Average	0.56	—	2.2	ug/L	No	—	293%	08/08/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
22	1006648 1020046	03/01/2016	Dichlorobromomethane	Group 2	Daily Maximum	1.1	—	2.45	ug/L	No	—	123%	09/03/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
23	1006650 1020045	03/01/2016	Dichlorobromomethane	Group 2	Monthly Average	0.56	—	1.1	lbs/month	No	—	98%	09/03/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
24	1006654 1020047	04/06/2016	Dichlorobromomethane	Group 2	Monthly Average	0.56	—	1.1	ug/L	No	—	98%	10/09/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
25	1022745	4/30/2016	Nitrate, Total (as N)	Group 1	Monthly Average	10	26.6	11.3	mg/L	Yes	b	13%		Exempt	N/A	No		\$ 0
26	1006547 1020048	05/03/2016	Dichlorobromomethane	Group 2	Monthly Average	0.56	—	9.93	ug/L	No	—	1673%	11/05/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
27	1006548 1020042	05/03/2016	Dichlorobromomethane	Group 2	Daily Maximum	1.1	—	9.93	ug/L	No	—	803%	11/05/2015	Yes	Serious, >CL3	Yes	13385(i)	\$ 3,000
28	1022746	5/31/2016	Nitrate, Total (as N)	Group 1	Monthly Average	10	26.6	15	mg/L	Yes	b	50%	12/3/2015	Exempt	N/A	No		\$ 0
29	1022747	10/5/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	9.3	mg/L	Yes	b	36%	4/8/2016	Exempt	N/A	No		\$ 0
30	1022748	10/11/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	11	mg/L	Yes	b	61%	4/14/2016	Exempt	N/A	No		\$ 0
31	1022749	10/18/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	7.6	mg/L	Yes	b	12%	4/21/2016	Exempt	N/A	No		\$ 0
32	1022750	10/25/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	9.5	mg/L	Yes	b	39%	4/28/2016	Exempt	N/A	No		\$ 0
33	1022754	10/31/2016	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	9.4	mg/L	Yes	b	166%	5/4/2016	Exempt	N/A	No		\$ 0
34	1022757	11/6/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	8.5	mg/L	Yes	b	25%	5/12/2016	Exempt	N/A	No		\$ 0
35	1022758	11/15/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	7.7	mg/L	Yes	b	13%	5/19/2016	Exempt	N/A	No		\$ 0
36	1022755	11/30/2016	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	6.3	mg/L	Yes	b	80%	6/3/2016	Exempt	N/A	No		\$ 0
37	1023135 1022759	12/6/2016	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	10	mg/L	Yes	b	47%	6/8/2016	Exempt	N/A	No		\$ 0
38	1022760	12/31/2016	Ammonia, Total (as N)	Group 1	Monthly Average	3.5	14	8.1	mg/L	Yes	b	74%	7/4/2016	Exempt	N/A	No		\$ 0
38	1005102	12/31/2016	Ammonia, Total (as N)	Group 1	1-Hour Average	3.5	20	7.4	ug/L	Yes	b	111%	07/04/2015	Exempt	N/A	No		\$ 0
40	1022761	1/3/2017	Ammonia, Total (as N)	Group 1	Daily Maximum	6.8	20	7.2	mg/L	Yes	b	5%	7/7/2016	Exempt	N/A	No		\$ 0

Total Penalty: \$ 33,000

Table Legend:

a The first three violations in a six (6) month period shall not receive MMP assessment unless it is serious.

b Compliance with CDO No. R1-2013-0069 Interim effluent limitation.

CL Count - Number of exceedances in the past 180 days, including this violation. A count >CL 3 means that a penalty under Water Code section 13385(i) applies.

* Effluent Violations unaddressed in ACL Order No. R1-2015-0069 previously issued by the Water Quality Control Board.

1 - Violation occurs on sample date or last date of averaging period.

2 - Limitation periods for the interim limits shown correspond, when possible, to permit limitation periods. For Ammonia, the CDO contains only monthly and daily interim limits.

3 - For Group I pollutants, a violation is serious when the limit is exceeded by more than 40%

- For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%

4 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty.

Violation period ending the last day of January 2017

Group I Violations Assessed MMP: 0

Group II Violations Assessed MMP: 11

Other Effluent Violations Assessed MMP: 0

Violations Exempt from MMP: 30

Total Violations Assessed MMP: 11

Mandatory Minimum Penalty = (11 Serious Violations + 0 Non-Serious Violations) x \$3,000 = \$33,000

North Coast Regional Water Quality Control Board

NOTICE OF PUBLIC HEARING AND PROPOSED HEARING PROCEDURES
FOR ADMINISTRATIVE CIVIL LIABILITY COMPLAINT
R1-2017-0030

ISSUED TO
THE CITY OF UKIAH
WASTEWATER TREATMENT PLANT
WDID No. 1B840290MEN

MENDOCINO COUNTY

SCHEDULED FOR AUGUST 17, 2017

Overview

On June 7, 2017, the Assistant Executive Officer of the North Coast Regional Water Quality Control Board (North Coast Water Board), issued Administrative Civil Liability ("ACL") Complaint No. R1-2017-0030 ("Complaint"), pursuant to Water Code section 13323, to the City of Ukiah, Wastewater Treatment Plant (hereinafter "Discharger"). The Complaint alleges that the Discharger reported three (3) effluent limit violations of WDRs Order Nos. R1-2012-0068 occurring on March 18, 27, and 31, 2015 which were not previously resolved by Settlement and Stipulation Administrative Civil Liability Order No. R1-2015-0069. Of the three effluent limit violations, one is subject to MMPs as a serious violation and two are exempt for meeting interim effluent limits per CDO No. R1-2012-0069. The Complaint also alleges thirty-eight (38) effluent limit violations of WDRs Order No. R1-2012-0068 from June 1, 2015 (end of period included in Stipulation Order No. R1-2015-0069) to January 31, 2017 (Complaint Period), of which ten (10) are subject to MMPs as serious violations and twenty-eight (28) are exempt for meeting the interim limits required in CDO No. R1-2012-0069. These forty (40) violations including the eleven (11) serious violations subject to MMPs are specifically listed in Attachment A of the Complaint. The Complaint proposes that the North Coast Regional Water Board assess mandatory minimum penalties ("MMPs") in the amount of thirty-three thousand dollars (\$33,000) pursuant to California Water Code section 13385, subdivisions (h) and (i). A hearing is currently scheduled to be held before the North Coast Water Board during its August 17, 2017 meeting.

Purpose of Hearing

At the hearing, the North Coast Water Board will consider relevant evidence and testimony and decide whether to issue an ACL order assessing the proposed liability, or a higher or lower amount (up to the maximum penalty provided for by law), or reject the proposed liability. The public hearing will commence as announced in the North Coast Water Board meeting agenda (typically at 8:30 a.m.), or as soon thereafter as practical. The meeting will be held at: North Coast Water Board office, 5550 Skylane Boulevard, Suite A, Santa Rosa, California or as noticed in the meeting agenda.

An agenda for the meeting will be issued at least ten days before the meeting and posted on the North Coast Water Board's web page at:

<http://www.waterboards.ca.gov/northcoast>

Advisory Team

To help ensure the fairness and impartiality of this proceeding, the functions of those who will act in a prosecutorial role ("Prosecution Team") by presenting evidence for consideration by the North Coast Water Board have been separated from those who will provide advice to the North Coast Water Board ("Advisory Team") prior to and during the hearing. Any members of the Advisory Team who normally supervise any members of the Prosecution Team are not acting as their supervisors in this proceeding, and vice versa. Other members of the Prosecution Team may act or have acted as advisors to the North Coast Water Board in other, unrelated matters, but they are not advising the North Coast Water Board in this proceeding. The Prosecution Team is subject to all applicable rules and regulations as any other party to this proceeding, including the prohibition on ex parte communications.

All submittals and communications to the Advisory Team shall be sent to:

Matthias St. John,
Executive Officer
Regional Water Quality Control Board,
North Coast Region
5550 Skylane Blvd. Suite A
Santa Rosa, CA 95403
Matt.St.John@waterboards.ca.gov

Nathan Jacobsen, Attorney
Office of Chief Counsel
State Water Resources Control Board
1001 I Street
Sacramento, CA 95812
(916) 327-7507
Nathan.Jacobsen@waterboards.ca.gov

Any substantive communication to the Advisory Team must also be sent to the parties listed below.

Hearing Participation

Designated parties to the hearing may present evidence (e.g., photographs, eye-witness testimony, monitoring data), cross-examine witnesses and receive all correspondence related to the case. A person or entity that appears and presents only a policy statement is not a party and will not be allowed to make objections, offer evidence, conduct cross-examination, make legal argument or otherwise participate in the evidentiary hearing. Interested persons will not be added to the service list and will not receive copies of written testimony or exhibits from the parties, but may access hearing documents at the North Coast Water Board's website: <http://www.waterboards.ca.gov/northcoast>.

Persons who wish to participate in the hearing as a designated party may submit a request in writing (with copies to already designated parties) so that it is received by the Advisory Team no later than 5 p.m. on June 14, 2017. The request shall include a brief explanation of how the person will be affected by the potential action by the North Coast Water Board, the

person's need to present evidence and/or cross-examine witnesses, and why an already designated party will not adequately represent the person's interest. Any objection to the request must be received by the Advisory Team, all parties and the person requesting party status by 5 p.m. on June 21, 2017. The parties will be notified by 5 p.m. on June 24, 2017 whether the request has been granted or denied. If no objection is timely received, and/or Advisory Team does not otherwise make any modifications, designated party status is automatically granted. The new designated party shall be added to the list below and subject to all the requirements in this Notice. Additional persons may be designated as parties after the deadline at the discretion of the hearing officer, for good cause shown, and subject to appropriate conditions as determined by the hearing officer.

Parties are advised to read and adhere to the attached important deadlines and hearing procedures carefully. Failure to comply with the deadlines and requirements contained herein may result in the exclusion of documents and/or testimony.

Parties

Prosecution Team:

Shin-Roei Lee, Assistant Executive Officer
Shin-Roei.Lee@waterboards.ca.gov
 Diana Henriouille, Senior Engineer
Diana.Henriouille@waterboards.ca.gov
 Cecile Morris, Water Resource Control Engineer
Cecile.Morris@waterboards.ca.gov
 Regional Water Quality Control Board,
 North Coast Region
 5550 Skylane Boulevard, Suite A
 Santa Rosa, CA 95403
 (707) 576-2220

Susie Loscutoff, Attorney
Susan.Loscutoff@waterboards.ca.gov
 State Water Resources Control Board,
 Office of Enforcement
 801 K Street, Suite 2300
 Sacramento, CA 95814
 (916) 327-0140

Discharger:

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

Important Deadlines

All required submissions must be received by the Advisory Team by 5:00 p.m. on the due date listed. Unless otherwise specified, electronic correspondence is satisfactory. Additional paper copies of certain submittals are also required, as specified below. Parties shall send electronic copies of all submittals to each other unless a party specifically requests paper copies.

The Advisory Team has discretion to modify the deadlines below and may schedule additional pre-hearing conferences to resolve objections or any other outstanding pre-hearing issues, if needed. Pre-hearing conferences may be held telephonically.

June 7, 2017	Prosecution Team issues ACL Complaint to Discharger(s) and sends copy to Advisory Team, posts Hearing Notice and Procedures with copies to Discharger(s) and Advisory Team.
June 14, 2017	Parties Submit any Objections to Hearing Notice.
June 14, 2017	Deadline to Request Designated Party Status.
June 21, 2017	Parties Submit any Objections to Requests for Designated Party Status.
July 7, 2017	Deadline for Discharger to Submit Signed Form Waiving Right to Hearing within 90 Days.
July 11, 2017	Prosecution Team Submits Case in Chief (15 hard copies to Advisory Team).
July 13, 2017	Advisory Team issues decision on requests of designated party status.
July 18, 2017	Remaining Designated Parties, including Discharger(s) Submit Case in Chief (15 hard copies to Advisory Team).
July 28, 2017	Parties Submit Any Rebuttal Evidence and Written Rebuttal to Legal Argument, and all Evidentiary Objections (15 hard copies)
August 7, 2017	Parties Submit Any Responses to Objections
August 17, 2017	Adjudicatory Hearing Commences

In the event that Parties agree to postpone the hearing to engage in settlement discussions, Prosecution Team may withdraw the Hearing Notice. The hearing officer may request that Parties appear before the North Coast Water Board and provide an update on the status of

the case. Prosecution Team may reissue the Hearing Notice if a hearing is still necessary. In that event, Prosecution Team shall calculate due dates as if the ACL Complaint was issued 90 days from the new hearing date. Due dates that Parties previously met need not be extended.

General Hearing Procedures

The hearing will be conducted in accordance with the procedures for hearings set forth at California Code of Regulations, title 23, sections 648-648.8, 649.6 and 760, as they currently exist or may be amended. A copy of the current regulations and the underlying statutes governing adjudicative proceedings before the State Water Board is available upon request or may be viewed at the State Water Board's web site:
http://www.waterboards.ca.gov/laws_regulations.

Unless otherwise determined by the hearing officer, each party may make an opening statement, call and examine witnesses, introduce exhibits, cross-examine opposing witnesses on any matter relevant to the issues even if that matter was not covered in the direct examination, impeach any witness, rebut adverse evidence, and subpoena, call and examine an adverse party or witness as if under cross-examination. At the discretion of the hearing officer, parties may also be afforded the opportunity to present closing statements or submit briefs. The North Coast Water Board encourages parties with common interests to work together to make the hearing process more efficient. In addition, parties are encouraged to stipulate to facts not in dispute, if appropriate. The hearing officer reserves the right to issue further rulings clarifying or limiting the rights of any party where authorized under applicable statutes and regulations.

Hearing Time Limits

Each party shall have a combined 30 minutes to present evidence (including evidence presented by witnesses called by the party), cross-examine witnesses (if warranted), and provide a closing statement. Additional time may be provided at the discretion of the Advisory Team (prior to the hearing) or the hearing officer (at the hearing) upon a showing that additional time is necessary. Such showing shall explain what testimony, comments or legal argument require extra time, and why the Party could not adequately provide the testimony, comments or legal argument in the time provided. The hearing officer will consider and may approve any reasonable alternative hearing agenda agreed upon by the parties if appropriate.

Submission of Evidence

In accordance with California Code of Regulations, title 23, section 648.4, the North Coast Water Board endeavors to avoid surprise testimony or evidence. Absent a showing of good cause and lack of prejudice to the parties, the North Coast Water Board may exclude evidence and testimony that is not submitted in accordance with this Hearing Procedure.

Excluded evidence and testimony will not be considered by the North Coast Water Board and will not be included in the administrative record for this proceeding. Power Point and other visual presentations may be used at the hearing, but their content may not exceed the scope of other submitted written material. Parties must provide the Advisory Team with a printed copy of such materials at or before the hearing, for inclusion in the administrative record. Additionally, any witness who has submitted written testimony for the hearing shall appear at the hearing and affirm that the written testimony is true and correct, and shall be available for cross-examination.

Case in Chief: Parties shall submit the following information in writing in advance of the hearing:

1. All legal and technical arguments or analysis (limited to 15 pages, double spaced).
2. All documentary evidence (except rebuttal documents) proposed to be offered at the hearing.
3. The name of each fact and/or expert witness, if any, whom the party intends to call at the hearing, a brief summary of the subject of each witness's proposed testimony, and the estimated time required by each witness to present direct testimony. Alternatively, the testimony of any witness may be presented by declaration, so long as that witness will be available for cross-examination at the hearing. Include the qualifications of any expert witness.

Advisory Team may request all testimony in writing in advance of the hearing as necessary to conduct the hearing in a reasonable time period.

Rebuttal: "Rebuttal" means evidence, analysis or comments offered to disprove or contradict other designated parties' submissions. Rebuttal shall be limited to the scope of the materials previously submitted by the other designated parties. Rebuttal information that is not responsive to information previously submitted by other designated parties may be excluded.

Ex Parte Contacts

There shall be no *ex parte* communications with North Coast Water Board members or Advisory Team regarding substantive or controversial procedural issues within the scope of the proceeding. (Gov. Code, §§ 11430.10-11430.80.) **Any communications regarding potentially substantive or controversial procedural matters, including but not limited to the submission of evidence, briefs, and motions, must demonstrate that all parties were served and the manner of service.** Parties may accomplish this by submitting a proof of service or by other verification, such as correct addresses in an electronic-mail carbon copy list, or a list of the parties copied and their addresses in the carbon copy portion of a letter. Communications regarding non-controversial procedural

matters are permissible and should be directed to staff on the Advisory Team, not North Coast Water Board members. (Gov. Code, § 11430.20, subd. (b).) A document regarding *ex parte* communications entitled "Ex Parte Questions and Answers" is available upon request or from the State Water Board website at:

http://www.waterboards.ca.gov/laws_regulations/docs/exparte.pdf.

Rules of Evidence

Evidence will be admitted in accordance with Government Code section 11513. Hearsay evidence may be used to supplement or explain other evidence, but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action.

Evidentiary Documents and File

The Complaint and related evidentiary documents are on file and may be inspected or copied at the North Coast Water Board office. This file shall be considered part of the official administrative record for this hearing. Other submittals received for this proceeding will be added to this file and will become a part of the administrative record absent a contrary ruling by the North Coast Water Board's Chair. Many of these documents are also posted on-line at http://www.waterboards.ca.gov/northcoast/board_decisions/tentative_orders/index.shtml Although the web page is updated regularly, to assure access to the latest information, you may contact the Prosecution Team (contact information above).

Questions

Questions concerning this proceeding may be addressed to the Advisory Team (contact information above).

**WAIVER FORM
FOR ADMINISTRATIVE CIVIL LIABILITY COMPLAINT**

By signing this waiver, I affirm and acknowledge the following:

I am duly authorized to represent the City of Ukiah, Wastewater Treatment Plant (hereinafter "Discharger") in connection with Administrative Civil Liability Complaint No. R1-2017-0030, (hereinafter the "Complaint"). I am informed that California Water Code section 13323, subdivision (b), states that, "a hearing before the regional board shall be conducted within 90 days after the party has been served with the complaint. The person(s) who have been issued a complaint may waive the right to a hearing."



(OPTION 1: Check here if the Discharger waives the hearing requirement and will pay the liability in full.)

- a. I hereby waive any right the Discharger may have to a hearing before the North Coast Regional Water Quality Control Board (Regional Water Board).
- b. I certify that the Discharger will remit payment for the proposed administrative civil liability in the full amount of **thirty-three thousand dollars (\$33,000)** by submitting a check that references "ACL Complaint No. R1-2017-0030" made payable to the "State Water Pollution Cleanup and Abatement Account" and sent to Accounting Office, Attn: ACL Payment, PO Box 1888, Sacramento, California, 95812-1888, and copy of the check to the Regional Water Board within 30 days from the date on which this waiver is executed or the Regional Water Board may adopt an Order requiring payment.
- c. I understand the payment of the above amount constitutes a proposed settlement of the Complaint, and that any settlement will not become final until after a 30-day public notice and comment period. Should the Regional Water Board receive significant new information or comments from any source (excluding the Regional Water Board's Prosecution Team) during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the Complaint, return payment, and issue a new complaint. I understand that this proposed settlement is subject to approval by the Regional Water Board, and that the Regional Water Board may consider this proposed settlement in a public meeting or hearing. I also understand that approval of the settlement will result in the Discharger having waived the right to contest the allegations in the Complaint and the imposition of administrative civil liability.
- d. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Discharger to further enforcement, including additional civil liability.

☐ ***(OPTION 2: Check here if the Discharger waives the 90-day hearing requirement in order to engage in settlement discussions.)***

I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the Complaint, but I reserve the ability to request a hearing in the future. I certify that the Discharger will promptly engage the Regional Water Board Prosecution Team in settlement discussions to attempt to

resolve the outstanding violation(s). By checking this box, the Discharger requests that the Regional Water Board delay the hearing so that the Discharger and the Prosecution Team can discuss settlement. It remains within the discretion of the Regional Water Board to agree to delay the hearing. Any proposed settlement is subject to the conditions described above under "Option 1." In these discussions, the Discharger may raise settlement options including projects that meet the State Water Resources Control Board's requirements, see http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf.

- ☐ ***(OPTION 3: Check here if the Discharger waives the 90-day hearing requirement in order to extend the hearing date and/or hearing deadlines. Attach a separate sheet with the amount of additional time requested and the rationale.)***
- a. I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the Complaint. By checking this box, the Discharger requests that the Regional Water Board delay the hearing and/or hearing deadlines so that the Discharger may have additional time to prepare for the hearing. It remains within the discretion of the Regional Water Board to approve the extension.

Tim Eriksen, Director of Public Works
(Print Name and Title)

[Signature]
(Signature)

7/5/17
(Date)



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Authorizing Investment of Monies in the Local Agency Investment Fund.

DEPARTMENT: Finance

PREPARED BY: Leigh Halvorsen

ATTACHMENTS:

[Attachment 1 - Proposed Resolution](#)

Summary: The State requires a periodic update of the resolution authorizing investment of monies in the Local Agency Investment Fund (LAIF) by the City of Ukiah for the former Ukiah Redevelopment Agency. Council will consider adopting said resolution.

Background: In 2003, Resolution 2003-19 was passed by City Council authorizing investment of monies from the RDA in the Local Agency Investment Fund. Prior to that, the reserve money for the Ukiah RDA 2007 bond was held by Bank of New York Mellon (BNY) as Trustee for the issue. The determination was made to place the reserve funds into a LAIF account under the direction of BNY to secure a better interest rate.

Additional LAIF accounts were established in October of 2010, to hold the reserve monies for the Ukiah RDA 2011 A and RDA 2011 B bond reserves - again with BNY as Trustee.

This Resolution was updated in 2011 by the Ukiah Redevelopment Agency with Resolution No. 2011-09.

The proposed resolution (Attachment 1) reaffirms and reauthorizes the City of Ukiah to hold former Ukiah

RECOMMENDED ACTION: Pass and adopt the resolution continuing the use of the Local Agency Investment Fund (LAIF) for funds held by 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: Daniel Buffalo, Finance Director

Approved: _____


Sage Sangiacomo, City Manager

Redevelopment Agency funds now with the Successor Agency in LAIF.

Discussion: LAIF is an authorized investment type for the City of Ukiah by the California Government Code and the City's Investment Policy.

RESOLUTION 2017-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING INVESTMENT OF MONIES OF THE SUCCESSOR AGENCY OF THE UKIAH REDEVELOPMENT AGENCY IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided herein is in the best interests of the City of Ukiah.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City of Ukiah monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, URA Resolution 2011-09 is superseded by the adoption of this resolution and the following City of Ukiah officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Sage Sangiacomo, City Manager _____
Shannon Riley, Deputy City Manager _____
Daniel Buffalo, Finance Director _____
R. Allen Carter, City Treasurer _____

This resolution shall remain in force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED this 20th day of September, 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 of Agency Shop Provision for Inclusion in the Administrative and Maintenance Unit Memorandum of Understanding.

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

None

Summary: Council to receive notification of Agency Shop Provision to be incorporated into the Administrative and Maintenance Unit Memorandum of Understanding (MOU).

Background: In October 2016, the Administrative and Maintenance Unit/Operating Engineers Local No. 3 (Union) requested to re-open it's contract to bargain up to two (2) non-economic issues, as defined in the current MOU. At the meeting, the Union Business Representative advised that unit members had requested to become an agency shop and would be taking the necessary steps to incorporate with the next salary increase scheduled in late September 2017.

The procedures for establishing agency shops are set by the Meyers-Milias-Brown Act and PERB Regulations. An agency shop may be negotiated between the agency and the employee organization, or placed in effect through petition and election of the members in the applicable bargaining unit. The City declined agency shop through the negotiated approach, therefore, the Union proceeded to an election of the members.

On June 6, 2017, the City received a "Draft Tentative Agreement of the City of Ukiah and the Administrative & Maintenance Unit/OE3" (TA) regarding agency shop from the Union. The TA proposed to re-open and add an

RECOMMENDED ACTION: No action required

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 shop provision into the 2015-2018 MOU with the City remaining neutral. As this matter had proceeded to an election, the City had no authority to execute a TA on agency shop. The City is required to comply with its statutory and regulatory obligations to cooperate with the State Mediation and Conciliation Services through the election process, while remaining strictly neutral regarding the employees' choice in that regard. Therefore, the City respectfully declined to execute a TA on agency shop. The Union proceeded to an election of the members.

Discussion: On August 29, 2017, the City received notification from the Union that members ratified, by a secret ballot vote, to establish an Agency Shop Provision and incorporate the following language into the MOU immediately, with deductions of fees commencing concurrently with the next scheduled base salary increase on the first full pay period following September 19, 2017, as defined in the MOU:

Article 13

X. AGENCY SHOP FAIR SHARE FEES

Any employee of the City in a classification represented by the Union who is not on leave of absence shall, as a condition of continued employment and within ninety days of his/her date of hire, become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union. Such amounts shall be determined by the Union and implemented by the City in the first payroll period which starts 30 days after written notice of the new amount is received by the City.

Since the City declined to negotiate on this matter, there is no action required by City Council to effectuate the Agency Shop Provision.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution and Associate Membership Agreement Authorizing the City of Ukiah to Participate in the Figtree Property Assessed Clean Energy (PACE) Program.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Proposed Resolution](#)

[Attachment 2 - Associate Membership Agreement Ukiah](#)

Summary: The City Council will consider authorizing Figtree, an additional Property Assessed Clean Energy (PACE) program, to operate within the city limits.

Background: Property Assessed Clean Energy (PACE) programs are authorized for cities and counties by State legislation enacted in 2008 and 2011. PACE programs allow financing of permanent installations of renewable energy, efficiency, and conservation improvements as well as water conservation improvements on residential or commercial properties. Property owner participation in voluntary, and financed improvements are repaid over a period of time through payment assessments or special taxes on owners' property tax bills (depending upon which PACE program is selected). There is no cost to the City or County to join or participate or for program administration.

The authorizing legislation, Assembly Bill 811 (2008) and Senate Bill 555 (2011), provides two methods to enable cities and counties to form or join PACE programs through creation of PACE financing districts. Under

RECOMMENDED ACTION: Adopt Resolution and Associate Membership Agreement authorizing the City of Ukiah to participate in the Figtree Property Assessed Clean Energy (PACE) Program.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A - no fiscal impact to the City

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

AB 811, property owners of existing private buildings only, enter into an assessment contract with the jurisdiction for program-financed improvements. Under SB 555, Community Facilities Districts are established under the Mello-Roos Act to finance PACE improvements on public or private property, and special tax liens are recorded for individual property owners who participate.

After evaluating the matter of participating in PACE programs at the January 20, 2016 meeting, the City Council directed Staff to return with the resolutions that authorize Open PACE, YGreene, and HERO to operate within the city limits. Since that time, City Staff has been contacted by another PACE provider, Figtree, about doing business in the city.

Discussion: The Figtree program is offered through its JPA partner the California Enterprise Development Authority (CEDA). Together, Figtree and CEDA offer the program as a complete turn-key PACE solution without cost to the city. Furthermore, Figtree has agreed to provide indemnification to the City for its participation.

As with the other PACE provider, Figtree will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with the program.

There are no negative fiscal impacts to the City's general fund by consenting to the inclusion of properties within the city limits; there is no limit to the number of providers the City can allow. Additionally, all of the programs under contract with the City participate in the PACE Loss Reserve Program, which will make first mortgage lenders whole for any losses in a foreclosure or a forced sale that are attributable to a PACE lien covered under the Program.

At this time, Council is being requested to adopt the following resolutions and agreements (attached) to allow PACE providers to operate in the city limits of Ukiah:

1. Resolution Approving Associate Membership by the City of Ukiah in the California Enterprise Development Authority; Authorizing and Directing the Execution of an Associate Membership Agreement Relating to Associate Membership of the City in the Authority; Authorizing the City to Join the Figtree PACE Program; Authorizing to Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City of Ukiah; and Authorizing Related Actions

2. Associate Membership Agreement by and Between the California Enterprise Development Authority and the City of Ukiah

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF UKIAH; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Ukiah, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement; and

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

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

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby

confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees,

subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Shannon Riley, Deputy City Manager, sriley@cityofukiah.com.

Section 12. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 14. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this 20th day of September, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____, Mayor, City Council

ATTEST:

_____, Clerk of the City Council

APPROVED AS TO FORM:

City Attorney

**CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF UKIAH**

I, Kristine Lawler, Clerk of the City of Ukiah, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Ukiah duly and regularly held in the Council Chambers, _____, on September 20, 2017, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this 20th day of September, 2017.

Kristine Lawler, City Clerk, City of Ukiah

EXHIBIT A

CEDA Resolution of Intention

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION
RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS,
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY
IMPROVEMENTS IN THE CITY OF UKIAH**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the County _____ (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the

installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of

documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.

- (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

EXHIBIT B
Indemnification Agreement

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE CITY OF UKIAH AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Ukiah, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9330 Scranton Road, Suite 600
San Diego, California 92121
Attn: Chief Executive Officer

If to the City:



7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

City Attorney

City of Ukiah

By _____
Name:
Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Peter Grabell
Title: Senior Vice President

Date: _____

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF UKIAH, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF UKIAH, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Helen Schaubmayer, Asst. Secretary

CITY OF UKIAH, CALIFORNIA

By: _____
_____, Mayor
City Council

Attest:

City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Acquisition of Professional Services from Pacific EcoRisk in the Amount of \$24,112 for Annual Wastewater Testing Services for the Wastewater Treatment Plant.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Ukiah NPDES Quote 2017](#)

Summary: Council will be asked to approve the acquisition of Professional Services from Pacific EcoRisk in the amount of \$24,112 for annual Wastewater Testing Services for the Wastewater Treatment Plant.

Background: In accordance with requirements included in the City's National Pollutant Discharge Elimination System (NPDES) Permit issued by the North Coast Regional Water Quality Control Board (NCRWQCB) various samples are required to be taken when the effluent from the Wastewater Treatment Plant is discharged to the Russian River. The permit is very specific about the time the samples are to be collected and processed.

Discussion: Pacific EcoRisk in Fairfield has provided these testing services specifically related to Acute and Chronic Toxicity for years. They are the nearest, certified lab that meeting the testing requirements specific to the NPDES Permit. See Attachment 1 for quote for annual sampling from Pacific EcoRisk.

RECOMMENDED ACTION: Approve acquisition of Professional Services from Pacific EcoRisk in the amount of \$24,112 for Annual Wastewater Testing Services for the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$65,000 - #84024425.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Director of Water Resources; Joan Kelly, Environmental Laboratory Technician

Approved: _____


Sage Sangiacomo, City Manager



ENVIRONMENTAL CONSULTING & TESTING

Pacific EcoRisk

2250 Cordelia Rd.
 Fairfield, CA 94534
 PH (707)207-7760
 FAX (707)207-7916

Cost Quote

Quote #:	U102
Date:	8/18/17
Good For:	FY17/18

Prepared For:

City of Ukiah 300 Plant Road Ukiah, CA 95582	Contact: Joan Kelly Phone: (707) 467-2818 E-mail: jkelly@cityofukiah.com
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Service	Quantity	Unit	Unit Fee	Net Fee
NPDES Toxicity Testing for 2017/2018 Discharge Season				
<u>Acute Toxicity Testing (100% Effluent)</u>				
96-hr static-renewal test (48h) with rainbow trout	8	ea.	\$614	\$4,912
96-hr static-renewal test (48h) with <i>Ceriodaphnia dubia</i>	2	ea.	\$622	\$1,244
<u>Chronic Toxicity Testing (Dilution Series)</u>				
96-hr algal growth test with <i>Selenastrum capricornutum</i>	1	ea.	\$1,474	\$1,474
Monthly reference toxicant test	1	ea.	\$1,179	fee waived
3-brood survival and reproduction test with <i>Ceriodaphnia dubia</i> (standard replication)	1	ea.	\$1,708	\$1,708
3-brood survival and reproduction test with <i>Ceriodaphnia dubia</i> (double replication)	1	ea.	\$2,217	\$2,217
Monthly reference toxicant test	1	ea.	\$1,363	fee waived
7-day survival and growth test with fathead minnow	1	ea.	\$1,826	\$1,826
Concurrent reference toxicant test (50% Batch Discount Applied)	1	ea.	\$731	\$731
<u>Accelerated Monitoring Contingency</u>				
Contingency budget set-aside for as-needed accelerated monitoring to be utilized at client request only.				\$10,000
Cooler/Sample Container Shipment and Sample Transport			direct cost + 10% G&A	
Report Preparation (per report)				
Senior Scientist	1	hrs.	\$124	fee waived
Project Manager	0.5	hrs.	\$196	fee waived
			Total	\$24,112

Notes and Assumptions

- Quote covers initial species screening testing required in NPDES permit. Rainbow trout is assumed to be most sensitive acute species after screening is complete.
- Chronic test results will be reported using the NOEC and TST.
- Accelerated monitoring contingency would be utilized only upon client request and approval.
- Cost includes Standard Report TAT of 14 calendar days from test termination.
- Sample delivery and transport costs not included in quote.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Acquisition of Professional Services from Alpha Laboratories in the Amount of \$22,782 for Annual Wastewater Testing Services at the Wastewater Treatment Plant.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Alpha Analytical Service Quotations](#)

Summary: Council will consider the approval of the Acquisition of Professional Services from Alpha Laboratories in the amount of \$22,782 for annual Wastewater Testing Services at the Wastewater Treatment Plant.

Background: In accordance with requirements included in the City's National Pollutant Discharge Elimination System (NPDES) Permit issued by the North Coast Regional Water Quality Control Board (NCRWQCB) various samples are required to be taken when the effluent from the Wastewater Treatment Plant is discharged to the Russian River. The permit is very specific about the time the samples are to be collected and processed.

Discussion: Alpha Laboratories in Ukiah has provided these testing services for a significant amount of time. They are the nearest, certified lab that meet the testing requirements specific to the NPDES Permit. These testing services include monthly, permit renewal, Title 22 Pollutants, 5-year priority pollutants and annual biosolids testing requirements. The quotations from Alpha Laboratories are included at Attachment 1

RECOMMENDED ACTION: Approval of acquisition of Professional Services from Alpha Laboratories in the amount of \$22,782 for annual Wastewater Testing Services at the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$65,000 - #84024425.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Director of Water Resources; Joan Kelly, Environmental Laboratory Technician

Approved:


Sage Sangiacomo, City Manager



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Analytical Services Quotation

Contact: Andrew Luke
Client: Ukiah, City of-STP
Address: 300 Plant Rd.
 Ukiah CA, 95482
Phone: 707-467-2818
Project: Monthly Permit

Quoted: 6/7/2017
Effective: 07/01/17
Expires: 06/30/18

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Bis(2-ethylhexyl) phthalate by 8270	EPA 625	1	10	\$250.00	\$250.00
Chloride 300.0	EPA 300.0	1	10	\$18.00	\$18.00
CN Low Level 5ppb	10-204-00-1-X	3	10	\$120.00	\$360.00
Cu Total ICP/MS 200.8	EPA 200.8	3	10	\$20.00	\$60.00
Digest-Metals	-	4	10	\$10.00	\$40.00
Handling & Disposal	-	6	10	\$4.00	\$24.00
Hardness, Total	varies	3	10	\$65.00	\$195.00
J flag Report Charge	-	1	10	\$5.00	\$5.00
Na Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Nitrate as N 300.0	EPA 300.0	1	10	\$18.00	\$18.00
Nitrite as N 300.0	EPA 300.0	1	10	\$18.00	\$18.00
Nitrogen, Organic	varies	1	10	\$70.00	\$70.00
Phosphorus-SM4500	SM4500-P E	1	10	\$50.00	\$50.00
Solids, TDS-SM2540C	SM2540C	4	10	\$30.00	\$120.00
Trihalomethanes 624	EPA 624	4	10	\$120.00	\$480.00
				Bid Total:	\$1,728.00

Robbie Phillips
 Project Manager

x8 = 13,824.
 months

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AUG 14 2017

 CITY OF UKIAH
 FINANCE DEPT

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267
 Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309
 Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192



alpha

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Analytical Services Quotation

Contact: Andrew Luke
Client: Ukiah, City of-STP
Address: 300 Plant Rd.
Ukiah CA, 95482
Phone: 707-467-2818
Project: Permit CTR & Permit Annual

Quoted: 6/7/2017
Effective: 07/01/17
Expires: 06/30/18

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Dioxins Full List	EPA 1613A	3	14	\$900.00	\$2,700.00
Handling & Disposal	-	3	10	\$4.00	\$12.00
				Bid Total:	\$2,712.00

Robbie Phillips
Project Manager

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CITY OF UKIAH
FINANCE DEPT

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Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Analytical Services Quotation

Contact: Joan Kelly
 Client: Ukiah, City of-STP
 Address: 300 Plant Rd.
 Ukiah CA, 95482
 Phone: 707-467-2818
 Project: Title 22 Pollutants Non Drinking State - 2012

Quoted: 6/7/2017
 Effective: 07/01/17
 Expires: 06/30/18

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
504.1 EDB/DBCP	EPA 504.1	1	10	\$135.00	\$135.00
506 DEHP/Di(2)EHA	EPA 525.2	1	10	\$150.00	\$150.00
507 NP Pesticides	EPA 507	1	10	\$210.00	\$210.00
508 Pesticides	EPA 508	1	10	\$210.00	\$210.00
515.1 Herbicides	EPA 515.1	1	10	\$210.00	\$210.00
524.2 Volatiles	EPA 524.2	1	10	\$225.00	\$225.00
531.1 Carbamates	EPA 531.1	1	10	\$200.00	\$200.00
547 Glyphosate	EPA 547	1	10	\$190.00	\$190.00
548.1 Endothall	EPA 548.1	1	10	\$190.00	\$190.00
549.2 Diquat	EPA 549.2	1	10	\$190.00	\$190.00
Al Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Ba Total ICP 200.7	EPA 200.7	1	10	\$20.00	\$20.00
Digest-Metals	-	1	10	\$10.00	\$10.00
Fluoride 300.0	EPA 300.0	1	10	\$18.00	\$18.00
Handling & Disposal	-	1	10	\$4.00	\$4.00
Nitrate 300.0	EPA 300.0	1	10	\$18.00	\$18.00
Nitrite as N 300.0	EPA 300.0	1	10	\$18.00	\$18.00
NO2+NO3 as N Calc	Calculation	1	10	\$10.00	\$10.00
Perchlorate	EPA 314.0	1	10	\$180.00	\$180.00
				Bid Total:	\$2,208.00

Robbie Phillips
 Project Manager

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AUG 14 2017

CITY OF UKIAH
 FINANCE DEPT

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 Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Analytical Services Quotation

Contact: Joan Kelly
 Client: Ukiah, City of-STP
 Address: 300 Plant Rd.
 Ukiah CA, 95482
 Phone: 707-467-2818
 Project: 5 Year - 2012 Priority Pollutants

Quoted: 6/7/2017
 Effective: 07/01/17
 Expires: 06/30/18

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
624 CTR Volatiles	varies	1	10	\$200.00	\$200.00
Asbestos TEM WW	EPA 100.2	1	10	\$300.00	\$300.00
CN Low Level 5ppb	10-204-00-1-X	1	10	\$120.00	\$120.00
Cr6 3500CrB Water	SM13500-Cr B	1	10	\$60.00	\$60.00
CTR	-	1	10	\$100.00	\$100.00
CTR 608 Pest/PCB	EPA 608	1	10	\$200.00	\$200.00
CTR Metals Region 1	varies	1	10	\$245.00	\$245.00
CTR Semi-Volatile by EPA 625	EPA 625	1	10	\$350.00	\$350.00
Dioxin 2378 TCDD	EPA 1613	1	14	\$900.00	\$900.00
Handling & Disposal	-	1	10	\$4.00	\$4.00
				Bid Total:	\$2,479.00

Robbie Phillips
 Project Manager

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JUN 14 2017

 CITY OF UKIAH
 FINANCE DEPT

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267
 Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309
 Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

**alpha**

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Analytical Services Quotation

Contact: Andrew Luke
Client: Ukiah, City of-STP
Address: 300 Plant Rd.
Ukiah CA, 95482
Phone: 707-467-2818
Project: Biosolids Annual

Quoted: 6/7/2017
Effective: 07/01/17
Expires: 06/30/18

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Other (V)					
Solids, Total-SM2540B	SM2540B	1	10	\$40.00	\$40.00
Other (W)					
8260B Full List	EPA 8260B	1	10	\$210.00	\$210.00
8270 Regular List	EPA 8270C	1	10	\$360.00	\$360.00
Al DIWET 6010	EPA 6010B	1	10	\$30.00	\$30.00
Ammonia as N	SM4500NH3C	1	10	\$55.00	\$55.00
CAM 17 TTLC Soil	varies	1	10	\$260.00	\$260.00
Cu DIWET 6010	EPA 6010B	1	10	\$30.00	\$30.00
Digest-Metals	-	1	10	\$10.00	\$10.00
Extraction DI WET	Title 22 DIWET	1	10	\$75.00	\$75.00
Handling & Disposal	-	1	10	\$4.00	\$4.00
Mn DIWET ICP 6010	EPA 6010B	1	10	\$30.00	\$30.00
Nitrate as N 300.0	EPA 300.0	1	10	\$55.00	\$55.00
Nitrite as N 300.0	EPA 300.0	1	10	\$55.00	\$55.00
P Total ICP 6010	EPA 6010B	1	10	\$30.00	\$30.00
pH soil 9045	EPA 9045C	1	10	\$30.00	\$30.00
Solids, Dry Weight	SM2540G	1	10	\$35.00	\$35.00
Solids, VSS-160.4	EPA 160.4	1	10	\$50.00	\$50.00
Total Kjeldahl Nitrogen	SM4500-Norg B	1	10	\$60.00	\$60.00
TPH D/MO	8015DRO	1	10	\$75.00	\$75.00
TPH G	8015GRO	1	10	\$65.00	\$65.00
RECEIVED AUG 14 2017 CITY OF UKIAH FINANCE DEPT					1559.00

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267
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**alpha**

Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com**Analytical Services Quotation**

Contact: Andrew Luke
Client: Ukiah, City of-STP
Address: 300 Plant Rd.
Ukiah CA, 95482
Phone: 707-467-2818
Project: Biosolids Annual

Quoted: 6/7/2017
Effective: 07/01/17
Expires: 06/30/18

Bid Total:	\$1,559.00
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Robbie Phillips
Project Manager



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of the Purchase of Power Quality and Monitoring Equipment to Power Monitors, Inc. for the Electricity Utility Department (EUD) in the Total Amount of \$23,651.21.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers

ATTACHMENTS:

None

Summary: Council will receive a report on the purchase of power quality and monitoring equipment for the Electric Utility Department to assist customers and the City with power quality questions.

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for the sole source purchase of power quality and monitoring equipment in the amount of \$26,765.37.

Discussion: The equipment will be used in the analysis and monitoring of the City's power system to locate abnormal electrical conditions and to provide customers with assistance in determining internal and behind the meter analysis of load related problems. Currently the Department owns six monitoring devices for 8,000 customers. With more customer loads sensitive to power issues, longer monitoring periods have been necessary, resulting in less availability of equipment. Based on our needs, staff has recommended additional

RECOMMENDED ACTION: Receive report on the purchase of power quality and monitoring equipment to Power Monitors, Inc. in the amount of \$26,651.21.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$39,648.00; FY17/18; #80100000.80100.15081

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mel Grandi, Electric Utility Director; Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

units be purchased to better serve customers and ensure equipment is available when needed. Data collected by the equipment has proven extremely valuable in assisting customers with voltage and load concerns.

The Electric Department has been trained and has extensive experience using this brand of equipment and specialized analysis software. This experience has resulted in excellent results for the customers and the Utility. The new equipment is fully compatible to existing equipment and software with interchangeable current and voltage probes.

Considering the Department's long-term experience using this equipment and analysis software, Staff recommended this purchase as the best choice to meet the needs of the Department and community.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$13,786.40 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

None

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill.

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000. The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly

RECOMMENDED ACTION: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$13,786.40 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$13,786.40; Account Number 70024500.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Landfill Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order Number 44988

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

water sampling and produced the chemical examination reports for the amount of \$13,786.40. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding One-time Review of Ordinance for Development and Operating Standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

DEPARTMENT: Community Development and Planning

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1 - Ordinance No. 1167 - Development and Operating Standards](#)

Summary: City Council will receive a report from Staff on the Community Development and Planning Department's one-time review of the Ordinance for Development and Operating Standards, located in Division 9, Chapter 2, Article 15.6 of Ukiah City Code, for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Background: On August 3, 2016, the Ukiah City Council adopted Ordinance No. 1167, establishing development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting. The Ordinance also added specific definitions for outdoor dining and sidewalk cafes. A copy of Ordinance No. 1167 is attached as "Attachment 1".

City Council directed Staff to bring the adopted Ordinance back in one year for review, with a specific review focus of how the Ordinance impacted live entertainment applications.

RECOMMENDED ACTION: Receive report from Staff.

BUDGET AMENDMENT REQUIRED: No

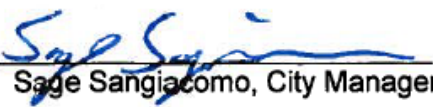
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kevin Thompson, Planning Manager

Approved: 
Sage Sangiacomo, City Manager

Discussion: At the time of approval, the Council directed staff to schedule a one time annual review of the standards to evaluate unforeseen impacts. Since the date of ordinance adoption, Staff has received no inquiries regarding live music or any other projects subject to the Ordinance amendment. Staff will continue to alert current and prospective business owners about the opportunities available to them because of this Ordinance. At this time, there are no changes recommended from Staff.

ORDINANCE NO. 1167

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6, SECTIONS §9173, §9173.1, §9173.2, §9173.3, §9173.4, §9173.5, §9173.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR: COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND AMENDING SECTION §9278 ADDING DEFINITIONS OF OUTDOOR DINNING AND SIDEWALK CAFES

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

1. Pursuant to the procedures set forth in the Ukiah Municipal Code section 9265, the Official Zoning Ordinance for the City of Ukiah is amended to include development and operational standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, Specialty Food and Beverage Sales with Tasting.
2. Planning Department staff prepared an initial environmental study (IS) in order to evaluate the potential impacts that could result from the Project. Due to the specificity of the standards, the IS concluded the Zoning Ordinance amendments could not have a significant effect on the environment and a Negative Declaration was prepared.
3. The Planning Commission held a duly noticed public hearing on May 11, 2016 and June 16, 2016 after giving notice of said hearing in the manner, for the period, and in the form required by the Ukiah City Code and Government Code sections 65090 and 65091 to consider the Negative Declaration for the Zoning Ordinance Amendments. At the meeting, the Planning Commission received public comment, discussed the initial environmental study, and voted 5-0 to recommend the City Council adopt the negative declaration for the Zoning Ordinance amendments.
4. At the May 11, 2016 and June 16, 2016 public hearing, the Planning Commission conducted a public hearing to consider the Zoning Ordinance Amendments. After receiving public testimony, considering the staff report, and due deliberation, the Planning Commission voted 5-0 to recommend the City Council approve the Zoning Ordinance amendments.
5. The Project is consistent with General Plan Goal ED-1 by supporting economic development, strong businesses, and CD-3 by promoting aesthetically pleasing urban landscapes, and CD-10 preserving and enhancing neighborhood character.

SECTION TWO

Article 15.6 of Chapter 2 of Division 9 of the Ukiah City Code is hereby added to read as follows.

Article 15.6. STANDARDS FOR SPECIFIC LAND USES**§9173 PURPOSE**

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

The land uses and activities included in sections 9173.2-91.734.6 of this code shall comply with the provisions of the section applicable to the specific land use, in addition to all other applicable provisions of this article and the Ukiah City Code.

- A. Where Allowed: The uses that are subject to the standards in sections 9173.2-9173.6 of this code shall only be located in the zoning districts indicted herein.
- B. Development Standards: The standards for specific land uses included in sections 9173.2-9173.6 of this code are required and supplement those included in the Ukiah City Code. In the event of any conflict between the requirements of sections 9173.2-9173.6 of this code and those included elsewhere in the City Code, the requirements of sections 9173.2-9173.6 of this code shall control.

§9173.2 COMMUNITY GARDENS

Community gardens may be located in any zoning district provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Seven (7) days a week from seven o'clock (7:00) A.M. until dusk.
- B. Fencing: Fencing is discouraged. When fencing is required to prevent vandalism or theft, trespassing, and/or encroachment by animals, fencing shall comply with the following:
 - 1. Open Fencing: Open fencing (such as chain link, wrought iron, deer) up to seven (7) feet in height, measured from the grade adjacent to the fence to the top of the fence, is allowed at the property line or set back from the property line. This type of fencing allows the garden to be protected and maximizes the size of the garden while creating an open, pedestrian-oriented use consistent with the purposes of this code.
 - 2. Solid Fencing: Solid fencing (such as wood, masonry) is prohibited since this closes off the site to the public realm, presents a solid unbroken surface which is not pedestrian-oriented, and reduces the size of the garden.
- C. Herbicides and Pesticides: All pest and weed control shall be accomplished through organic means using the least toxic methods available. If unsure how to combat pests, weeds, and diseases organically, contact the garden team leader or other qualified professionals or organizations for guidance and resources.
- D. Motorized Equipment: Use of motorized equipment (such as weed eaters, leaf blowers, rototillers) shall be limited to weekdays from eight o'clock (8:00) A.M. to seven o'clock (7:00) P.M. and weekends and holidays recognized by the City of Ukiah from ten o'clock (10:00) A.M. to five o'clock (5:00) P.M.
- E. Noise: Compliance with the City of Ukiah noise ordinance is required, except as indicated in subsection D of this section, Motorized Equipment, which may be more restrictive.
- F. Parking: A minimum of one parking space along the street frontage of the community garden shall be provided. Vehicle use by members of the community garden should be limited to taking supplies to and from the garden, rainy or poor weather, or assisting gardeners with a disabilities Users of the garden shall be encouraged to walk or bike to the site in order to reduce the need for parking and parking impacts on neighboring uses.

- G. Signs: Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.
- H. Structures – Accessory: The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.
- I. Water Use: Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.
- J. Prohibitions: Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

- A. Live entertainment uses may occur in the C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:
 - 1. Live entertainment shall commence no earlier than 10:00 a.m. and shall end at 11:00 p.m. and is limited to two times a week.
 - 2. Live entertainment shall not violate the City of Ukiah noise ordinance
 - 3. The number of people within a building where live entertainment is performing shall not exceed the occupancy standards contained in the California Building Code or Ukiah City Code.
 - 4. Businesses desiring to have live entertainment shall provide adequate security during and after live entertainment events.
 - 5. Parking shall generally comply with the Ukiah City Code, although on-street parking within commercial zoning districts may be included in the number of parking spaces provided for the live entertainment.
 - 6. Any building proposed for live entertainment shall comply with all Fire Code requirements and shall be reviewed and approved by the Ukiah Fire Marshal.
- B. Management Plan: Prior to the conduct of live entertainment, the applicant shall submit a Management Plan addressing the items listed below. The Management Plan shall be submitted to the Director of Planning and Community Development for review and action. The Director shall distribute the Plan to the Ukiah Police and Fire Departments for review. The Management Plan shall, at a minimum, include the following:
 - 1. Potential for loitering and how the business will preclude loitering
 - 2. Adequacy of lighting for security and safety purposes.
 - 3. Adequacy of parking.
 - 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including, but not limited to, proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 - 5. Details regarding how security will be provided during and after live entertainment events.

6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

If the Management Plan is found acceptable by the Police and Fire Departments, as well as the Director of Planning and Community Development, the Director shall make corresponding findings and approve it writing.

- C. Relief from any of the standards or requirements may be sought through the Use Permit process. The Director of Planning and Community Development shall determine whether or not a certain Use Permit is minor or major. The determination shall be based, in part, on how much relief is being sought and the location of the proposed live entertainment and its potential to disrupt the area.

§9173.4 OUTDOOR DINING

On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements listed below.

- A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.
- B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.
- C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.
- D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.
- E. Tables, Chairs, Furniture, Signage:
 1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.
 2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be used provided the music does not violate the City of Ukiah noise ordinance.
 6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).
- F. Maintenance: The property and/or business owner are responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.
 2. The outdoor dining area and adjacent areas kept in a clean and safe condition.
- G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both, solely for on-premises consumption by customers within the outdoor dining area, may be authorized by the Planning Director and Police Department if each of the following requirements are met:
1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine, will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.
 2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
 3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
- I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

- A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;
- B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.
- C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.
- D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.
 1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.
 2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.
 3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
 4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.
 5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.
- E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.
 2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.
 3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.
 4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.
 5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.
 8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).
 9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.
 10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.
- F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.
 2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.
- G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

1. The sidewalk cafe operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the area of the sidewalk cafe.
2. The area in which the sidewalk cafe is authorized is identified in a manner, as part of the encroachment permit, which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated area of the sidewalk cafe. Sidewalk cafes authorized by the Planning Department and Police Department as part of the required encroachment permit and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. The outdoor preparation of food and busing and service stations are prohibited at the sidewalk cafe. Outdoor service station may be authorized with Zoning Administrator approval of a minor use permit.
 2. Restrooms for the sidewalk cafe shall be provided in the adjoining indoor restaurant. Seating for the sidewalk cafe may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
 3. Trash and refuse receptacles for the sidewalk cafe shall not be permitted within the area designated for the sidewalk cafe or on adjacent sidewalk areas and the permittee shall remove trash and litter as they accumulate. Trash and/or refuse containers may be authorized within the outdoor dining area or adjacent sidewalk areas with Zoning Administrator approval of a minor use permit.
- I. Power to Prohibit Operation of the Sidewalk Cafe: Any encroachment permit issued for a sidewalk cafe shall provide that the City shall have the right and power, acting through the City Manager or designee, to prohibit the operation of a sidewalk cafe at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems may arise from, but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.
- J. Conditions: In connection with granting the encroachment permit for a sidewalk cafe, conditions may be imposed in granting approval as deemed necessary for the proposed operation to meet the operating requirements of this section.
- K. Modifications: In the event the City determines during the operation of an approved sidewalk cafe that additional or revised conditions are necessary in order for the sidewalk cafe to comply with the requirements of this section, the City shall have the ability to add additional conditions to the approved encroachment permit.

- L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

Specialty food and beverage sales with tastings may be allowed in the C-N, C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
- B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.
- C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.
- D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:
1. Potential for loitering and how the business will preclude loitering.
 2. Adequacy of lighting for security and safety purposes.
 3. Adequacy of parking.
 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
 6. Details regarding how security will be provided during and after live entertainment events.
 7. Other information deemed necessary on a case-by-case basis.
- E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

OUTDOOR DINING- A designated area on the premise of a retail food establishment or restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SIDEWALK CAFES- A designated area of a public sidewalk where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SECTION THREE

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 20, 2016, by the following roll call vote:

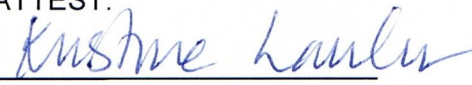
AYES: Councilmembers Crane, Doble, Brown, and Mayor Scalmanini
NOES: None
ABSENT: Councilmember Mulheren
ABSTAIN: None

Adopted on August 3, 2016, by the following roll call vote:

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


Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Waive Minor Bid Irregularity and Award Contract for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the Amount of \$136,098.40.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Bid Results - Spec 17-10 Slurry Seal](#)

[Attachment 2 - Bid - Slurry Seal - California Pavement Maintenance Co.](#)

[Attachment 3 - Spec 17-10 Slurry Seal Plan Shts](#)

[Attachment 4 - Spec 17-10 Slurry Seal](#)

Summary: The City Council will consider waiving a minor bid irregularity and awarding the contract for the Slurry Seal of Local Streets & Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the amount of \$136,098.40.

Background: The City publicly advertised this project on August 8th and 15th of 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. The City received eight (8) bids from the following:

RECOMMENDED ACTION: Waive minor bid irregularity and award contract for Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the amount of \$136,098.40.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$136,098.40 - Traffic Congestion Relief Fund (\$132,034.00): 51024220.80230 and Airport Fund (\$4,064.40): 77725200.56300

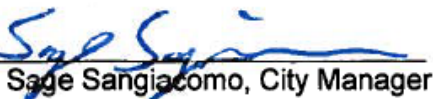
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Traffic Congestion Relief Fund and Airport Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

California Pavement Maintenance Company, Inc., Telfer Pavement Technologies, Intermountain Slurry Seal, American Asphalt, Sierra Nevada Construction Inc., Pavement Coatings Co., VSS International, Inc. and American Pavement Systems.

Discussion: Eight sealed proposals were received and opened by the City Clerk on September 13, 2017. The apparent low bidder was California Pavement Maintenance Company, Inc., with a bid of \$136,098.40. Please refer to Attachment “1” for the tabulation bids.

When staff reviewed the bid (Attachment 2), a bid irregularity was discovered. On the last page of the “Proposal” (page 37 of the bid specification) and on the “Signature of Bidder” form (page 43 of the bid specification), the bidder did not identify the name of the treasurer, as requested in the case the bidder is a corporation.

Per the City Attorney, Corporations Code §313 provides that any contract executed or entered into between any corporation and any other person, when signed by the chairperson of the board, the president or any vice president and the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation, is not invalidated as to the corporation by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Based on this section, Staff can find no disadvantage to the City from the failure to identify the corporation treasurer by name, or any competitive advantage over any other bidder from failing to follow this instruction in the bids.

Staff therefore recommends waiving the minor bid irregularity and awarding the contract for the Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the amount of \$136,098.40. The payment for this is proportional to the amount of work happening in the public right of way and on the airport property. The Traffic Congestion Relief Fund is responsible for \$132,034.00 and the Airport is responsible for 4,064.40.

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 ten percent (10%) 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.

To view project Plans, see Attachment 3.

To view project Specifications, see Attachment 4.

Spec 17-10 Slurry Seal of Local Streets & Airport Service Roads																				
City of Ukiah																				
Bid Opening: 09/13/17			California Pavement Maintenance Company, Inc.		Pavement Coatings Co.		VSS International Inc.		AMERICAN PAVEMENT SYSTEMS		Sierra Nevada Construction		American Asphalt		Telfer Pavement Technologies LLC		Intermountain Slurry Seal			
			9390 Elder Creek Road Sacramento, CA 95829		2290 E Main St Woodland, CA 95776		3785 Channel Dr West Sacramento, CA 95691		1012 11TH STREET SUITE 1000 Modesto, CA 95354		PO Box 50760 Sparks, NV 89435		24200 Clawiter Road Hayward, CA 94540		4522 Parker Ave Building McClellan, CA 95652		9062 Union Park Way Elk Grove, CA 95624			
Base Bid																				
Item #	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	TRAFFIC CONTROL	1	LS	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$27,188.03	\$27,188.03	\$11,090.00	\$11,090.00	\$57,861.80	\$57,861.80	\$6,705.00	\$6,705.00	\$39,500.00	\$39,500.00	\$20,986.79	\$20,986.79	
2	SLURRY SEAL	91947	SY	\$1.20	\$110,336.40	\$1.27	\$116,772.69	\$1.11	\$102,061.17	\$1.35	\$124,128.45	\$1.10	\$101,141.70	\$1.71	\$157,229.37	\$1.48	\$136,081.56	\$1.93	\$177,457.71	
3	SOLID DOUBLE YELLOW 4" TRAFFIC STRIPE	140	LF	\$2.10	\$294.00	\$0.69	\$96.60	\$0.63	\$88.20	\$0.62	\$86.80	\$0.60	\$84.00	\$0.60	\$84.00	\$0.60	\$84.00	\$0.60	\$84.00	
4	SOLID 8" WHITE TRAFFIC STRIPE	70	LF	\$2.10	\$147.00	\$0.69	\$48.30	\$0.63	\$44.10	\$0.62	\$43.40	\$0.60	\$42.00	\$0.60	\$42.00	\$0.60	\$42.00	\$0.60	\$42.00	
5	BROKEN YELLOW 4" TRAFFIC STRIPE	6575	LF	\$0.53	\$3,484.75	\$0.35	\$2,301.25	\$0.31	\$2,038.25	\$0.31	\$2,038.25	\$0.30	\$1,972.50	\$0.30	\$1,972.50	\$0.30	\$1,972.50	\$0.30	\$1,972.50	
6	PAVEMENT MARKING	1	LS	\$14,600.00	\$14,600.00	\$17,501.16	\$17,501.16	\$15,991.50	\$15,991.50	\$15,690.00	\$15,690.00	\$15,230.00	\$15,230.00	\$15,230.00	\$15,230.00	\$17,900.00	\$17,900.00	\$17,000.00	\$17,000.00	
7	BLUE REFLECTIVE PAVEMENT MARKER	45	EA	\$5.25	\$236.25	\$17.00	\$765.00	\$15.75	\$708.75	\$15.45	\$695.25	\$15.00	\$675.00	\$15.00	\$675.00	\$15.00	\$675.00	\$15.00	\$675.00	
Total Bid Amount					\$136,098.40		\$146,485.00		\$148,120.00		\$153,772.15		\$177,007.00		\$181,937.87		\$196,255.06		\$218,218.00	
Listed Subs			Centerline Striping		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company	
			Items 3,4,5,6 and 7		Partial traffic control Striping		Striping		Striping, marker and marking replacement		Installation of striping, markings and markers		Striping		Traffic Control (Partial) Striping, markers & marking		Striping		Striping	

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS**

Specification No.17-10

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In 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 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.

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

17-10
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

Line #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	LS	1	\$ <u>7000.00</u>	\$ <u>7,000.00</u>
2	Slurry Seal	SY	91,947	\$ <u>1.20</u>	\$ <u>110,336.40</u>
3	Solid Double Yellow 4" Painted Traffic Striping	LF	140	\$ <u>2.10</u>	\$ <u>294.00</u>
4	Solid White 8" Painted Traffic Striping	LF	70	\$ <u>2.10</u>	\$ <u>147.00</u>
5	Broken Yellow 4" Painted Traffic Striping	LF	6,575	\$ <u>0.53</u>	\$ <u>3484.75</u>
6	Pavement Markings	LS	1	\$ <u>14,600.00</u>	\$ <u>14,600.00</u>
7	Blue Reflective Pavement Marker	EA	45	\$ <u>5.25</u>	\$ <u>^{PCB} 267 236.25</u>
TOTAL BID ==>>					\$ <u>136,098.40</u>

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from 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.

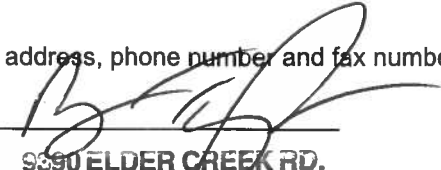
Witness our hands this day of SEPT 12TH, 2017.

Licensed in accordance with an act providing for the registration of California Contractors License No. 374514, expiration date 4/30/2019.

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

Department of Industrial Relations Public Works Contractor Registration Number: 1000000235

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

California Pavement Maintenance Co., Inc.	
Gordon L. Rayner, CEO	9390 ELDER CREEK RD.
Richard Rayner, President	SACRAMENTO, CA 95829
Tina B. Feeney, Corporate Secretary	916-381-8033
Bruce Taylor, Vice-President	F: 916-381-3703

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**.

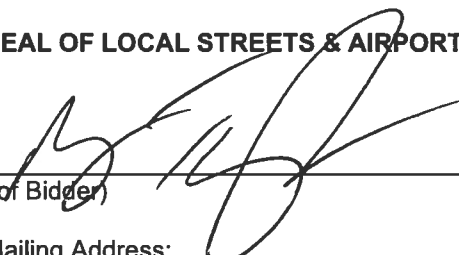
California Pavement Maintenance Co., Inc.	
Gordon L. Rayner, CEO	9390 ELDER CREEK RD.
Richard Rayner, President	SACRAMENTO, CA 95829
Tina B. Feeney, Corporate Secretary	
Bruce Taylor, Vice-President	

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

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.

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

(Signature of Bidder)  **BRUCE TAYLOR**
VICE PRESIDENT

Business Mailing Address:

9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

Business Location:

9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

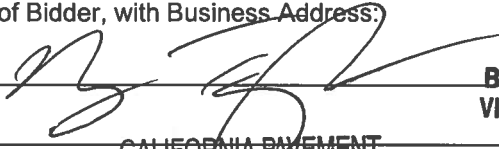
(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

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 12th day of September, 2017

Signature of Bidder, with Business Address:



BRUCE TAYLOR
VICE PRESIDENT

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

9390 ELDER CREEK RD.

SACRAMENTO, CA 95829

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:



BRUCE TAYLOR Date 9/12/2017
VICE PRESIDENT

 CALIFORNIA PAVEMENT
 MAINTENANCE COMPANY, INC.

 9390 ELDER CREEK RD.
 SACRAMENTO, CA 95829

(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
Centerline Striping Company, Inc	499345	1000004030	9847 Dino Drive Elk Grove CA 95624	Items 3, 4, 5, 6 and 7

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

SEE ATTACHMENTS

Municipal References

Project Name: Neighborhood Street Initiative Slurry Seal 2016

Location: Santa Rosa, CA

Owner: City of Santa Rosa

Owner Contact & Phone #: Ed Skultety - Civil Engineer

Architect or Engineer: _____

Contact & Phone #: (707) 543-3877

Construction Manager: Danny Chen

Contact & Phone #: (707) 543-3911

Description of Project, Scope of Work Performed: Asphalt Repair, Crack Fill, Removal and Install Road Striping, Place Slurry Seal in various locations, Traffic Control, SWPP and Sweepings.

Total Value of Construction (Including Change Orders): \$571,195

Original Scheduled Completion Date: 10/31/2016

Time Extensions Granted (Number of Days): 0

Actual Date of Completion: 10/21/16

Percentage of Work Completed with Own Force: 90%

Municipal References

Project Name: 2015 Slurry Seal Project (V1/PR009)

Location: Elk Grove, CA

Owner: City of Elk Grove

Owner Contact & Phone #: Bryan Stone, P.E. - Project Manager

Architect or Engineer: _____

Contact & Phone #: (916) 478-3646

Construction Manager: Luke Wallace - Inspector

Contact & Phone #: 916-871-4260

Description of Project, Scope of Work Performed: Asphalt Repair, Pavement Markers, Removal and Install Road Striping, Place Slurry Seal in various locations, Traffic Control, SWPP

Total Value of Construction (Including Change Orders): \$849,958.25

Original Scheduled Completion Date: 11/9/2015

Time Extensions Granted (Number of Days): 4

Actual Date of Completion: 11/14/15

Percentage of Work Completed with Own Force: 90%

Municipal References

Project Name: 2015 Slurry Seal Project Phase 1

Location: Richmond, CA

Owner: City of Richmond

Owner Contact & Phone #: Tawfic N. Halaby, P.E. - Associate Civil Engineer

Architect or Engineer: _____

Contact & Phone #: (510) 307-8091

Construction Manager: Dane Rodgers

Contact & Phone #: 510-620-5417

Description of Project, Scope of Work Performed: Asphalt Repair, Crack Fill, Removal and Install Road Striping, Place Slurry Seal in various locations, Traffic Control, SWPP, Crosswalk with LED Lights

Total Value of Construction (Including Change Orders): \$459,753.20

Original Scheduled Completion Date: 10/30/2015

Time Extensions Granted (Number of Days): 0

Actual Date of Completion: 10/30/15

Percentage of Work Completed with Own Force: 85%

Municipal References

Project Name: 2014 Pavement Maintenance Rubberized Cape Seal PW 328-7

Location: Antioch, CA

Owner: City of Antioch

Owner Contact & Phone #: Ahmed Abu-Aly 925-779-6130

Architect or Engineer: Ron Bernal – City Engineer

Contact & Phone #: 925-779-7062

Construction Manager: Gary Ellison - Inspector

Contact & Phone #: 925-382-5050

Description of Project, Scope of Work Performed: Rubberized Cape Seal, Pavement Markers, Removal and Install Road Striping, Place Slurry Seal over Rubberized Chip Seal in various locations, Traffic Control, SWPP

Total Value of Construction (Including Change Orders): \$718,510.95

Original Scheduled Completion Date: 6/30/2014

Time Extensions Granted (Number of Days): 0

Actual Date of Completion: 6/26/14

Percentage of Work Completed with Own Force: 90%

SIGNATURE(S) OF BIDDER

Accompanying this proposal is BIDDER'S BOND 10%
 (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.

California Pavement Maintenance Co., Inc.

Gordon L. Rayner, CEO

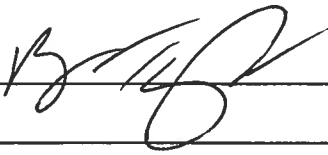
Richard Rayner, President

Tina B. Feeney, Corporate Secretary

Bruce Taylor, Vice-President

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

License No. 374514, License Expiration Date 4/30/2019.

Signature(s) of Bidder: 
BRUCE TAYLOR
VICE PRESIDENT

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: 9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

Place of residence: SACRAMENTO, CA

Dated: 9/12/2017

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, California Pavement Maintenance Company, Inc. dba: CPM

_____, as PRINCIPAL and

Travelers Casualty and Surety Company of America, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of the Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on September 13, 2017 for SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS.

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 11th day of September, A.D. 2017.

California Pavement Maintenance Company, Inc. dba: CPM (Seal)

Gordon L. Rayner (Seal)
Principal **GORDON L. RAYNER**
PRESIDENT

Travelers Casualty and Surety Company of America (Seal)

Renee Ramsey, Attorney-In-Fact (Seal)
Surety

Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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 Sacramento)

On September 11, 2017 before me, Vicky Troyan, Notary Public
(insert name and title of the officer)

personally appeared ----- Renee Ramsey -----,
who proved to me on the basis of satisfactory evidence to be the person(~~e~~) whose name(~~e~~) 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(~~e~~) on the instrument the
person(~~e~~), or the entity upon behalf of which the person(~~e~~) 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 *Vicky Troyan* (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231198

Certificate No. 007119609

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Renee Ramsey, Richard W. Pratt, Katherine Gordon, John J. Weber, Joseph H. Weber, Melissa D. Diaz, Shawna Johnson, and Stephanie Agapoff

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 8th day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

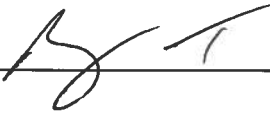
NON-COLLUSION AFFIDAVIT

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 SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS 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.



**BRUCE TAYLOR
VICE PRESIDENT**

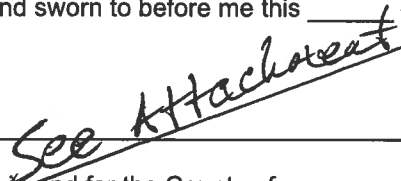

Signature(s) of Bidder

Business Address: 9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

Place of Residence: SACRAMENTO, CA

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____.

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

~~1~~
~~2~~
~~3~~
~~4~~
~~5~~
~~6~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Sacramento

Subscribed and sworn to (or affirmed) before me
on this 12th day of September, 2017,
by _____
Date Month Year

(1) Bruce Taylor

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Matthew R. Swift
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



SPEC. 17-10 – SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

Addendum No. 1
September 8, 2017

The following is Addendum No. 1 to SPEC. NO. 17-10 – Slurry Seal of Local Streets & Airport Service Roads.

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

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

The following are questions asked, and corresponding answers:

Q1: If in the eventuality a tree branch needed trimming for passage of the equipment, is that possible?

A1: Most likely, but that will need to be evaluated on a case by case basis.

Q2: Can you confirm that one of the airport service roads lead to FedEx and thus we would need to leave access.

A2: Yes, this could be done by doing one lane at a time.

Q3: Will the City's Street crew be responsible for sweeping the road before the project?

A3: Yes.

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

Mary V. Horger
Procurement Manager

ACKNOWLEDGMENT

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

Signed:

BRUCE TAYLOR
VICE PRESIDENT

Date: 9/12/17

Company Name: CALIFORNIA PAVEMENT

MAINTENANCE COMPANY, INC.

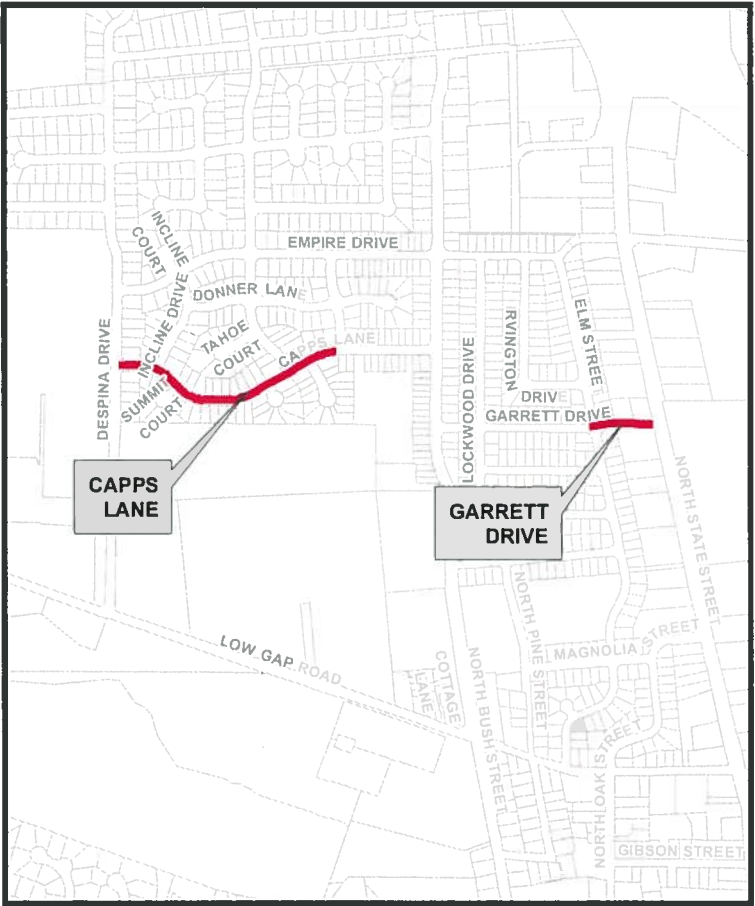
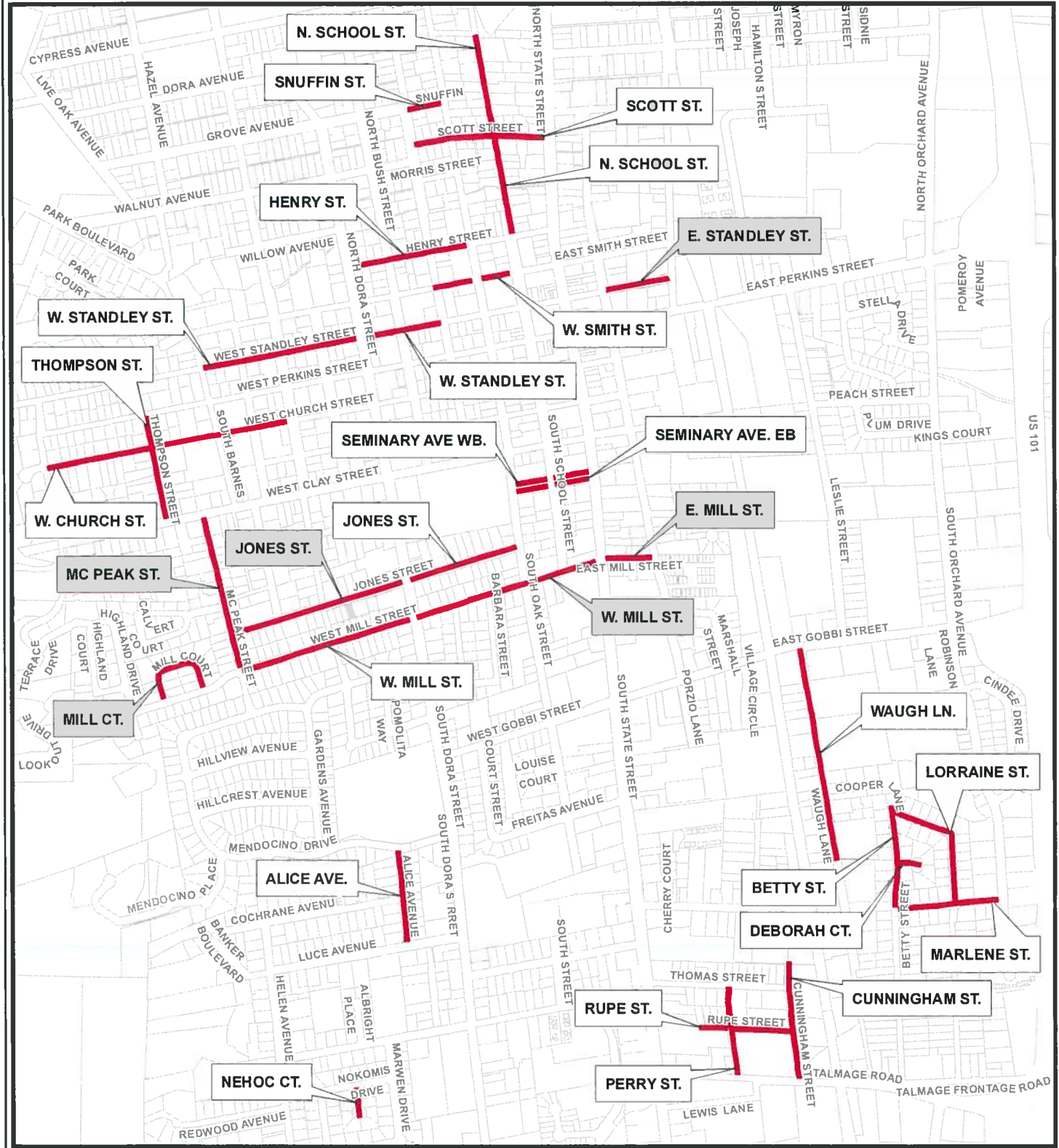
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

SPECIFICATION NUMBER 17-10

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA

JULY 2017

CENTRAL UKIAH



NORTHERN UKIAH



UKIAH MUNICIPAL AIRPORT

GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONTRACTOR SHALL REFERENCE EXISTING STRIPING AND MARKINGS PRIOR TO BEGINNING WORK AND SHALL RESTORE TO MATCH PRE-CONSTRUCTION STRIPING / MARKINGS. SEE TABLE 1 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN IN TABLE 1.

STREETS SELECTED FOR SLURRY SEAL

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS PROJECT LOCATION MAP		
SCALE: NTS	CITY APPROVAL BY: TIM ERIKSEN DIRECTOR OF PUBLIC WORKS CITY ENGINEER	DRAWN BY: A.R.S.
SPEC NO. 17-10	REGISTERED PROFESSIONAL ENGINEER 62230 EXP. 9-30-17 CIVIL STATE OF CALIFORNIA	DRAWING NUMBER: 1 OF 3

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

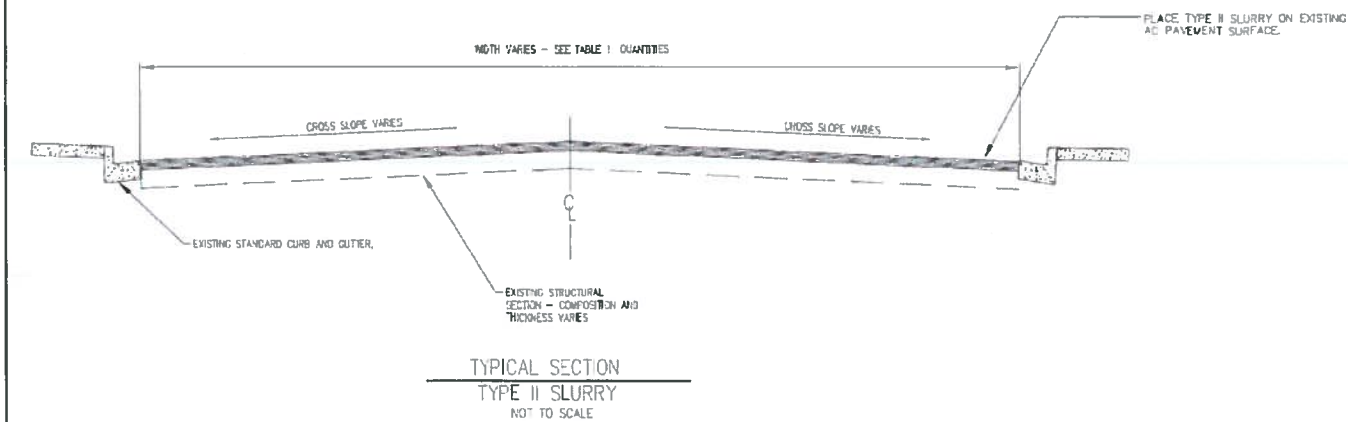
SPECIFICATION NUMBER 17-10

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA

JULY 2017

TABLE 1: QUANTITIES

STREET NAME	From	To	QUANTITIES								TRAFFIC STRIPING (YELLOW)			PAVEMENT MARKINGS						
			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	SEWER CLEAN OUT (EA)	MH (EA)	VB (EA)	STORM DRAIN (EA)	REFLECTIVE MARKERS - BLUE (EA)	SOLID 4" (LF)		BROKEN 4" (LF)	PARKING STALLS	BIKE LANE MARKING (9C-9) WHITE	CROSSWALK (LF) WHITE	CROSSWALK (LF) YELLOW	STOP BAR (LF) WHITE	TURN ARROW WHITE	STOP MARKING (EA) WHITE
											DOUBLE	SOLID 8"								
AIRPORT AREA 1		SERVICE ROAD	15	437	728	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AIRPORT AREA 2		SERVICE ROAD	24	997	2,659	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ALICE AVENUE	N/SIDE LUCE AVE.	S/SIDE MENDOCINO AVE.	620	35	2,411	1	1	3	1	1	0	0	0	0	0	0	45	20	0	2
BETTY STREET	N/SIDE MARLENE ST.	N/SIDE LORRAINE ST.	686	38	2,896	0	2	4	0	1	0	0	0	0	0	0	0	0	0	0
CAPPS LANE	E/SIDE DESPINA DR.	E/SIDE HOMEWOOD DR.	1399	41	6,373	0	5	12	7	3	0	0	1200	0	0	50	45	0	0	1
CHURCH STREET (WEST)	HIGHLAND AVE.	SPRING STREET	1660	22	4,058	4	3	10	0	5	0	0	0	0	0	22	0	12	0	1
CUNNINGHAM STREET	TALMAGE	N. END	791	27	2,373	0	4	4	6	0	0	0	0	0	0	0	0	14	0	1
DEBORAH COURT	BETTY ST.	END	-	-	949	1	0	2	1	1	0	0	0	0	0	0	0	0	0	0
GARRETT DRIVE	W/SIDE ELM ST.	W/SIDE STATE	380	35	1,478	1	2	2	0	0	0	0	0	0	0	0	40	0	0	1
HENRY STREET	W/SIDE DORA ST.	W/SIDE OAK ST.	800	24	2,133	0	2	6	0	2	0	0	0	0	0	24	0	0	0	1
JONES STREET	MC PEAK ST.	N. OAK ST. (MINUS DORA ST.)	1945	40	8,644	0	4	10	0	5	0	0	0	0	0	80	0	40	0	3
LORRAINE STREET	BETTY ST.	MARLENE ST.	878	40	3,902	0	1	6	2	1	0	0	0	0	0	0	0	0	0	0
MARLENE STREET	BETTY ST.	MARLENE CT.	687	35	2,672	1	1	4	0	1	0	0	0	0	0	0	0	55	0	3
MCPEAK STREET	CLAY ST.	MILL ST.	1042	25	2,894	1	4	8	3	3	0	0	0	0	0	0	0	28	0	2
MILL COURT	W. MILL ST.	W. MILL ST.	600	39	2,600	2	1	3	0	1	0	0	0	0	0	0	0	0	0	0
MILL STREET (EAST)	S. STATE ST.	S. MAIN ST.	313	27	939	1	0	2	2	0	0	0	313	0	0	54	0	0	0	1
MILL STREET (WEST)	MC PEAK ST.	S. DORA ST.	1190	34	4,496	1	2	4	0	2	0	0	1190	0	0	0	34	0	0	1
MILL STREET (WEST)	E/SIDE S. DORA ST.	S. STATE ST.	1271	33	4,660	2	3	8	0	3	0	0	1271	0	0	99	33	0	0	0
NEHOC COURT	S/SIDE NOKOMIS DR.	END OF COURT	-	-	1,185	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0
PERRY STREET	TALMAGE	THOMAS	610	34	2,304	1	1	5	0	2	0	0	0	0	0	0	0	28	0	2
RUPE STREET	CUNNINGHAM ST.	END	590	25	1,639	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0
SCHOOL STREET (NORTH)	S/SIDE RUDDOCK AVE.	N/SIDE HENRY ST. (MINUS SCOTT ST.)	1331	35	5,176	1	5	6	4	3	0	0	660	0	0	30	0	45	0	3
SCOTT STREET	PINE ST.	STATE ST.	891	25	2,475	0	3	5	0	0	0	0	891	0	6	25	0	12	0	1
SEMINARY AVENUE	OAK ST.	STATE ST. (E/BOUND LANE)	461	28	1,434	0	0	0	0	0	0	0	0	12	0	150	0	0	0	2
SEMINARY AVENUE	OAK ST.	STATE ST. (W/BOUND LANE)	461	28	1,434	0	0	0	1	0	0	0	0	17	0	150	0	0	0	2
SMITH STREET (WEST)	W/SIDE N. PINE ST	W/SIDE OAK ST	264	24	704	0	0	4	0	0	0	0	0	6	0	34	0	0	0	0
SMITH STREET (WEST)	E/SIDE OAK ST.	W/SIDE SCHOOL ST.	1263	24	3,368	0	0	1	2	0	0	0	0	7	0	68	0	0	0	1
SNUFFIN STREET	N. PINE ST.	N. OAK ST.	234	28	728	1	0	4	0	0	0	0	0	0	0	0	0	28	0	2
STANDLEY STREET (EAST)	E/SIDE MAIN ST.	W/SIDE MASON ST.	437	36	1,748	0	0	0	2	0	0	0	0	27	0	0	0	36	0	2
STANDLEY STREET (WEST)	W/SIDE BARNES ST.	W/SIDE DORA ST.	1053	27	3,159	0	3	9	0	4	0	0	1050	0	0	0	0	14	0	1
STANDLEY STREET (WEST)	E/SIDE DORA ST.	W/SIDE PINE ST.	519	27	1,557	0	2	2	0	0	0	0	0	0	0	90	0	0	0	0
THOMPSON STREET	CLAY ST.	PERKINS ST. MINUS CHURCH	685	27	2,055	1	0	1	0	1	0	0	0	0	0	0	0	60	0	4
WAUGH LANE	824 WAUGH LN.	E. GOBBI ST.	1448	38	6,114	0	3	7	3	4	140	70	0	0	0	38	0	0	2	2
TOTAL					91,947	22	52	135	34	45	140	70	6,575	69	6	914	197	392	2	39



GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONTRACTOR SHALL REFERENCE EXISTING STRIPING PRIOR TO BEGINNING WORK AND SHALL RESTRIPE TO MATCH PRE-CONSTRUCTION STRIPING. SEE TABLE 1 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN IN TABLE 1.

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS PROJECT QUANTITIES		
SCALE: NTS	CITY APPROVAL BY: TIM ERIKSEN DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	DRAWN BY: A.R.S.
SPEC NO. 17-10	REGISTERED PROFESSIONAL ENGINEER TIMOTHY E. ERIKSEN 62230 EXP. 9-30-17 CIVIL STATE OF CALIFORNIA	DRAWING NUMBER: 2 OF 3
S:\Public Works PROJECTS\Public Works\2017\Spec No 17-10 Slurry Seal of Local Streets		

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS²⁶

SPECIFICATION NUMBER 17-10

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA

JULY 2017

SCOTT STREET (N. PINE ST. - N. SCHOOL ST.)

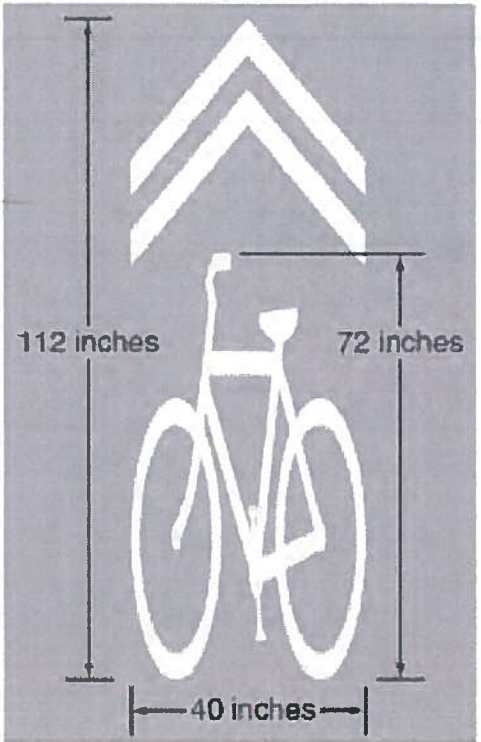


SCOTT STREET (N. SCHOOL ST. - N. STATE ST.)

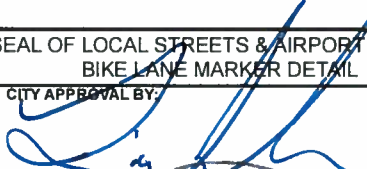
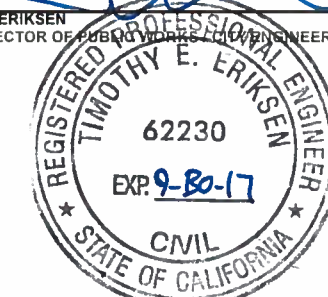


B1 Lane Marking Detail

Figure 9C-9. Shared Lane Marking



MUTCD 2014 Edition:
Pavement marking will be placed in
center of travel lane with arrow
pointing in the direction of traffic flow.

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS BIKE LANE MARKER DETAIL		
SCALE: NTS	CITY APPROVAL BY:  TIM ERIKSEN DIRECTOR OF PUBLIC WORKS / CIVIL ENGINEER	DRAWN BY: A.R.S.
SPEC NO. 17-10		DRAWING NUMBER: 3 OF 3
S:\Public Works PROJECTS\Public Works\2017\Spec No 17-10 Slurry Seal of Local Streets		

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS
SPECIFICATION NO. 17-10**

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

**Bids Open: Wednesday, September 13, 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
DOUGLAS CRANE – COUNCIL MEMBER
STEVE SCALMANINI – 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



Approved By:

A handwritten signature in blue ink, appearing to be "Tim Eriksen", written over a horizontal line.

Tim Eriksen
Director of Public Works / City Engineer

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS
SPECIFICATION NO. 17-10

NOTICE IS HEREBY GIVEN that sealed standard proposals for SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on September 13, 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 SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1	Traffic Control	1	LS
2	Slurry Seal	91,947	SY
3	Solid Double Yellow 4" Traffic Stripe	140	LF
4	Solid 8" White Traffic Stripe	70	LF
5	Broken Yellow 4" Traffic Stripe	6,575	LF
6	Pavement Marking	1	LS
7	Blue Reflective Pavement Marker	45	EA

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of \$6.90**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City 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, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: 8/4/17 Kristine Lawler
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: August 8 and August 15, 2017

INSTRUCTIONS TO BIDDERS

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS 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 or requirements for the employment of minorities.

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

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

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

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

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

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

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

Examination of Site, Drawings, Etc.

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

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

Inquiries 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 is within the City of Ukiah.

STREET NAME	From	To
AIRPORT AREA 1	SERVICE ROAD	
AIRPORT AREA 2	SERVICE ROAD	
ALICE AVENUE	N/SIDE LUCE AVE.	S/SIDE MENDOCINO AVE.
BETTY STREET	N/SIDE MARLENE ST.	N/SIDE LORRAINE ST.
CAPPS LANE	E/SIDE DESPINA DR.	E/SIDE HOMEWOOD DR.
CHURCH STREET (WEST)	HIGHLAND AVE.	SPRING STREET
CUNNINGHAM STREET	TALMAGE	N. END
DEBORAH COURT	BETTY ST.	END
GARRETT DRIVE	W/SIDE ELM ST.	W/SIDE STATE
HENRY STREET	E/SIDE DORA ST.	W/SIDE OAK ST.
JONES STREET	MC PEAK ST.	N. OAK ST. (MINUS DORA ST.)
LORRAINE STREET	BETTY ST.	MARLENE ST.
MARLENE STREET	BETTY ST.	MARLENE CT.
MCPEAK STREET	CLAY ST.	MILL ST.
MILL COURT	W. MILL ST.	W. MILL ST.
MILL STREET (EAST)	S. STATE ST.	S. MAIN ST.
MILL STREET (WEST)	MC PEAK ST.	S. DORA ST.
MILL STREET (WEST)	E/SIDE S. DORA ST.	S. STATE ST.
NEHOC COURT	S/SIDE NOKOMIS DR.	END OF COURT
PERRY STREET	TALMAGE	THOMAS
RUPE STREET	CUNNINGHAM ST.	END
SCHOOL STREET (NORTH)	S/SIDE RUDDOCK AVE.	N/SIDE HENRY ST. (MINUS SCOTT ST.)
SCOTT STREET	PINE ST.	STATE ST.
SEMINARY AVENUE	OAK ST.	STATE ST. (E/BOUND LANE)
SEMINARY AVENUE	OAK ST.	STATE ST. (W/BOUND LANE)
SMITH STREET (WEST)	W/SIDE N. PINE ST	W/SIDE OAK ST
SMITH STREET (WEST)	E/SIDE OAK ST.	W/SIDE SCHOOL ST.
SNUFFIN STREET	N. PINE ST.	N. OAK ST.
STANDLEY STREET (EAST)	E/SIDE MAIN ST.	W/SIDE MASON ST.
STANDLEY STREET (WEST)	W/SIDE BARNES ST.	W/SIDE DORA ST.
STANDLEY STREET (WEST)	E/SIDE DORA ST.	W/SIDE PINE ST.
THOMPSON STREET	CLAY ST.	PERKINS ST. MINUS CHURCH
WAUGH LANE	824 WAUGH LN.	E. GOBBI ST.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special

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

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

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

SECTION 4. BONDS

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

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

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

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

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

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

6-23. Guaranty. All work shall be 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 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 for pedestrian traffic. 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, the high school, junior high school, elementary schools effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from will be restricted to businesses and residents only during construction days. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to noticing 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 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 require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

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

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

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

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

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

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

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

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

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

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

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

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

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

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

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

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

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

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

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

SECTION 10. PAYMENT

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

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

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

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

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

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

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

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

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

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

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

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

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

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

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

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

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

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

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

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

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

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

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

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

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

agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

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

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

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

SECTION 11. MISCELLANEOUS

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

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

11-03. 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. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

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

12-02. Arrangement of Plans. The Plans consist of two (2) sheets numbered 1 through 2 and they are hereby made a part of the Contract Documents.

12-03. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-04. Permits. The Contractor shall 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.

12-05. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, 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

12-06. 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.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

The Contractor shall post notice(s) at the job sites 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 adjacent to working 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.

12-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

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

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

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 7-1.09, 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.

12-09. 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, "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 12-08, "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.

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.

12-10. 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 7-1.01G, "Water Pollution," of the Standard Specifications and to Section 13, "Water Pollution Control", of 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, "Temporary Erosion Control", of these Construction Details."

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

12-12. 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).

12-13. Dust Control. Dust control shall conform to the provisions of Section 10 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

12-14. Noise Control. The Contractor's attention is directed to the provisions of section 7.1.01I, "Sound Control Requirements", of the Standard Specifications and Section 9.08, 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.

12-15. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "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.

12-16. 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.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

12-18. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Location and Scope of Work.

The work involves applying slurry seal over existing asphalt concrete pavement:

STREET NAME	From	To
AIRPORT AREA 1	SERVICE ROAD	
AIRPORT AREA 2	SERVICE ROAD	
ALICE AVENUE	N/SIDE LUCE AVE.	S/SIDE MENDOCINO AVE.
BETTY STREET	N/SIDE MARLENE ST.	N/SIDE LORRAINE ST.
CAPPS LANE	E/SIDE DESPINA DR.	E/SIDE HOMEWOOD DR.
CHURCH STREET (WEST)	HIGHLAND AVE.	SPRING STREET
CUNNINGHAM STREET	TALMAGE	N. END
DEBORAH COURT	BETTY ST.	END
GARRETT DRIVE	W/SIDE ELM ST.	W/SIDE STATE
HENRY STREET	E/SIDE DORA ST.	W/SIDE OAK ST.
JONES STREET	MC PEAK ST.	N. OAK ST. (MINUS DORA ST.)
LORRAINE STREET	BETTY ST.	MARLENE ST.
MARLENE STREET	BETTY ST.	MARLENE CT.
MCPEAK STREET	CLAY ST.	MILL ST.
MILL COURT	W. MILL ST.	W. MILL ST.
MILL STREET (EAST)	S. STATE ST.	S. MAIN ST.
MILL STREET (WEST)	MC PEAK ST.	S. DORA ST.
MILL STREET (WEST)	E/SIDE S. DORA ST.	S. STATE ST.
NEHOC COURT	S/SIDE NOKOMIS DR.	END OF COURT
PERRY STREET	TALMAGE	THOMAS
RUPE STREET	CUNNINGHAM ST.	END
SCHOOL STREET (NORTH)	S/SIDE RUDDOCK AVE.	N/SIDE HENRY ST. (MINUS SCOTT ST.)
SCOTT STREET	PINE ST.	STATE ST.
SEMINARY AVENUE	OAK ST.	STATE ST. (E/BOUND LANE)
SEMINARY AVENUE	OAK ST.	STATE ST. (W/BOUND LANE)
SMITH STREET (WEST)	W/SIDE N. PINE ST	W/SIDE OAK ST
SMITH STREET (WEST)	E/SIDE OAK ST.	W/SIDE SCHOOL ST.
SNUFFIN STREET	N. PINE ST.	N. OAK ST.
STANDLEY STREET (EAST)	E/SIDE MAIN ST.	W/SIDE MASON ST.
STANDLEY STREET (WEST)	W/SIDE BARNES ST.	W/SIDE DORA ST.
STANDLEY STREET (WEST)	E/SIDE DORA ST.	W/SIDE PINE ST.
THOMPSON STREET	CLAY ST.	PERKINS ST. MINUS CHURCH
WAUGH LANE	824 WAUGH LN.	E. GOBBI ST.

The Contractor should familiarize himself with the local conditions of the project site. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Andrew Stricklin at (707) 463-6297.

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 to be removed shall be disposed of at locations outside the highway right-of-way. Such disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right-of-Way."

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 7-1.11, "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 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. 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 protected in accordance with section 37-3.03A of the California Standard Specifications.

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 Slurry Seal. The slurry seal on streets and facilities, shall be furnished and applied in accordance with the provisions for description, materials, proportioning, mixing, spreading equipment and placing of slurry seal, Section 37-3 of the California Standard Specifications and these Specifications.

(A) Aggregate. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following gradation:

(B)

GRADATION

SIEVE SIZE	PERCENTAGE PASSING
3/8 "	100
No. 4	94 – 100
No. 8	65 – 90
No. 16	40 – 70
No. 30	25 – 50
No. 200	5 – 15

The aggregate shall also conform to the following quality requirements:

TEST	CALIFORNIA TEST	REQUIREMENTS
Sand Equivalent	217	55 Minimum
Durability Index	229	55 Minimum

(C) Asphaltic Emulsion. Asphaltic emulsion shall be a quick setting type Grade QS1h anionic or

Grade CQS1h cationic as specified in the standard specifications.

- (D) Water. Water shall be such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.
- (E) Proportioning. Asphaltic emulsion shall be added at a rate of 17 percent by weight of the dry aggregate.

If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used. Water and retarder if used, shall be the minimum amount necessary to ensure proper workability but shall not exceed 20 percent, by volume, of asphalt emulsion used or adding 3 percent, by volume, to the aggregate / asphalt emulsion mixture, and

- (a) Will permit uncontrolled traffic on the slurry seal no more than 3 hours after placement without the occurrence of bleeding, raveling, separation or other distress; and
- (b) Will prevent development of bleeding, raveling, separation or other distress within 7 days after placing the slurry seal. Unless otherwise specified in the special provisions or by the Engineer, slurry seal shall be spread at a rate of 12 pounds of dry aggregate per square yard. The spread rate may not vary more than 10 percent above or below the determined rate.
- (F) Measurement. Slurry seal will be measured by the square yard. The quantity of slurry seal to be paid will be based on a spread rate for weight of the dry aggregate of 12 pounds per square yard and the asphalt emulsion added at 17 percent of the dry aggregate spread rate.
- (G) Payment. The contract price paid per square yard for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, complete in place, including cleaning the surface, mixing water with asphaltic emulsion for coating pavement, and protecting the seal until it has set, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

13-07. General - Slurry Seal. The Slurry Seal to be constructed under this contract shall be placed over a subgrade consisting of an existing asphalt concrete pavement, as herein required. City of Ukiah forces will perform all necessary street sweeping of the surface upon which the slurry seal is to be applied.

The Contractor shall furnish a project schedule to the Engineer, prior to the start of any work and start work as scheduled upon approval of the Engineer.

The Contractor shall attend a pre-construction conference as scheduled by the City and airport representatives.

13-08. Traffic Striping. This work shall consist of painting traffic striping including applying glass beads as per the Plans and in accordance with Section 84, "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 striping prior to placing slurry seal on those streets that have traffic striping.

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.

13-09. Pavement Markings. Pavement markings which include crosswalks, parking stalls, ADA markings, Bicycle Shared Lane Marking (MUTCD 9C-9), STOP bars, and "STOP" markings shall be painted and shall have glass beads applied as per the plans in accordance with Section 84, "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.

Submittal. Contractor shall use and submit evidence that the Lane Marking Detail is from the MUTCD 2014 Edition, Figure 9C-9 to match that to be used by the City of Ukiah street maintenance crew.

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.

13-10. Reflective Pavement Markers (Blue). 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 makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications

Measurement. Placing blue reflective pavement markers will be measured as each.

Payment. The contract price paid per each for blue reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-11. Operational Safety on Airports During Construction. The contractor shall be responsible for protecting all airplane tie downs, valve lids, manhole lids, etc. The contractor shall comply with the latest version (9/29/2011) of FAA Advisory Circular No. 150/5370-2E, Operational Safety on Airports During Construction. This document is available on the Internet at the following web address: http://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5370_2f.pdf or by contacting Andrew Stricklin, Engineering Analyst, Public Works, at (707) 463-6297.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

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 34)
 - 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 38)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 39)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 40)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 41)
 - Filled out completely per instruction
- o **Statement of Experience** (Page 42)
- o **Signature of Bidder** (Page 43)
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond** (Page 44)
 - Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 45)
 - Filled out completely per instruction
 - Notarized
- o **Addenda Issued**
 - Signed and Returned

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS**

Specification No.17-10

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In 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 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.

NAME OF BIDDER: _____

SPEC #:

17-10

PROJECT NAME:

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

Line #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	LS	1	\$ _____	\$ _____
2	Slurry Seal	SY	91,947	\$ _____	\$ _____
3	Solid Double Yellow 4" Painted Traffic Striping	LF	140	\$ _____	\$ _____
4	Solid White 8" Painted Traffic Striping	LF	70	\$ _____	\$ _____
5	Broken Yellow 4" Painted Traffic Striping	LF	6,575	\$ _____	\$ _____
6	Pavement Markings	LS	1	\$ _____	\$ _____
7	Blue Reflective Pavement Marker	EA	45	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

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

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the 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

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

[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 September 13, 2017 for SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS.

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 SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS 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

SLURRY SEAL OF LOCAL STREETS & AIRPORT SERVICE ROADS

Specification No. 17-10

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 thirty (30) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor

has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this ____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this ____ day of _____, 20____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____,
by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal, was
then _____ of said corporation; that I know his signature, and
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____,
20_____,
a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal, was
then _____ of said corporation; that I know his signature, and
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY,**

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

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

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

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.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

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

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: _____	

WORKER'S COMPENSATION AND EMPLOYER'S 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) _____

NAMED INSURED**OTHER PROVISIONS****CLAIMS:** (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

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. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

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 ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

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: _____



AGENDA SUMMARY REPORT

SUBJECT: Review of Local Preference Purchasing Policy.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Resolution 2016-50](#)

[Attachment 2 - Local Preference Tracking](#)

Summary: The Council will receive a report reviewing the Local Preference Purchasing Policy, and consider whether to allow the revised ordinance to sunset, or to approve its continuance.

Background: At the September 7, 2016, Council meeting, an ordinance was introduced amending UCC Section 1522 by title only, and Resolution 2016-50 (Attachment 1) was approved, establishing a bidding preference for local businesses with an effective date of November 1, 2016. The ordinance was formally adopted at the September 21, 2016, Council meeting. Per the resolution, annual reporting is required on the implementation of the Local Preference Purchasing Policy. The ordinance will be repealed effective October 31, 2017, subject to further action by the City Council.

Discussion: The data below provides a summary of the number of formal purchase orders (POs) issued, the total dollar amount of POs placed, the number in which the bidding preference resulted in a purchase from a Local Vendor, and the increased cost to the City of providing the bidding preference to Local Vendors since the adoption of the ordinance. (Please note: the Resolution requests reporting the number of bids, but this number

RECOMMENDED ACTION: Receive report, and decide whether or not to continue the policy.

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: Mary Williamson, Buyer II; David Rapport, City Attorney

Approved: _____


Sage Sangiacomo, City Manager

is difficult to track, so Staff is using the number of formal Purchase Orders placed instead.)

Number of formal POs placed: 458

Total spend of POs placed: \$3,450,706

Number of POs affected by the Local Preference (Attachment 2): 10 each or 2.18% of POs placed

Increased cost to the City due to Local Preference: \$2,420.80 or 0.07% of total formal PO spent

In addition, when evaluating the impact to the workload of the Purchasing Division staff, due to the implementation of the ordinance, it has had very little affect.

Based on the information provided, Council may choose to allow the automatic repeal of the Local Preference policy on October 31, 2017, as per the resolution, or may decide to continue the policy, which would require the adoption of an additional resolution that could be presented for approval at the next Council meeting, and be immediately effective at the time of its approval.

RESOLUTION 2016-50

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING A BIDDING PREFERENCE FOR LOCAL BUSINESSES WHEN SUBMITTING BIDS OR PRICE QUOTES FOR THE PURCHASE OF SUPPLIES, EQUIPMENT AND MATERIALS BY THE CITY**WHEREAS:**

1. The City Council of the City of Ukiah finds:

a. Local economic conditions justify directing City expenditures to local businesses by providing a modest bidding advantage to local businesses. This bidding advantage may allow these businesses to retain employees, pay higher wages and hire new employees. According to the California Employment Development Department ("EDD"), the unemployment rate in Mendocino County is currently 5.3%, while the statewide rate is 5.9%. However, according to the Final Report, Ukiah Valley Growth Prospects (March 6, 2007), 49.1% of the population are estimated to be in the labor force in Mendocino County, compared with a statewide average of 65.8%. A much higher percentage of the population in Mendocino County than in the state as a whole has dropped out of the labor market and stopped looking for work. In addition, according to the Census Bureau, the percentage of the Mendocino County population living in poverty is 18.8%. In 2014, the most recent annual statistic available from the Census Bureau, median income in Mendocino County was \$43,290 and per capita income was \$23,712. The statewide median income is \$48,434. According to the Census Bureau, California has the highest percentage of population living in poverty in the country, nearly one in four Californians. Using traditional measures of poverty, the statewide percentage of the population living in poverty is 16%. The percentage in Mendocino County is 18.8%. At the same time, housing prices in Mendocino County are significantly higher than in similar rural counties. According to Trulia, the average sales price of houses in Ukiah in May-August 2016 was \$320,000. The median sales price of a house in rural communities with similar demographics is much lower. For example, the median sale price of a house in Redding was \$206,000, in Eureka \$249,000, and in Lakeport \$159,000. 38% of Mendocino County residents rent houses or apartments. Monthly rent in recent listings for two bedroom apartments averaged \$950 and between \$1500 and \$2000 for 2-3 bedroom houses. For two people with an annual per capita income of \$43,000, the rent for a two bedroom apartment would consume almost 26.5% of their annual income. Rent for a two bedroom house would consume between 42% and 56% of their income. This does not include the cost of utilities.

b. With the decline of timber and other natural resource based industries, retail sales has increased as a major source of employment in Mendocino County. Businesses in Mendocino County incur higher shipping costs and sell in a smaller market than business in more urban settings which creates a competitive disadvantage in setting prices. A modest bidding advantage will off-set this competitive disadvantage and allow local business to compete on a more level playing field with businesses in nearby more urban markets.

2. Based on the foregoing findings, the City Council has determined that it is in the interest of the City to provide Mendocino County businesses with a modest bidding advantage as set forth below.

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to Ukiah City Code ("UCC") Section 1522.D.4, Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials. The City shall purchase from a Local Vendor, if (1) the lowest bid or price quote is from a vendor which is not local, and (2) its bid or price quote is more than a bid or price quote from a Local Vendor, when \$2,500 or 5% of the low bid or price quote from the Local Vendor, whichever is less, is subtracted from the bid or price quote from the Local Vendor. For example, if \$100 is the lowest bid or price quote and is from a vendor

which is not local and the lowest bid from a Local Vendor is \$104, the City would purchase from the Local Vendor (LV bid = \$104. $\$104 \times .05 = \5.20 . $\$104 - \$5.20 = \$98.80 < \100 from non-LV.)

A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location; and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local vendor preference.

The preference shall not apply or be disregarded where two or more bids or price quotes from Local Vendors are lower than any bids or price quotes from vendors who are not local. In the event that there is a tie bid, where one bidder is local and the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.

2. Consistent with UCC Section 1522.A, the term "Local Vendor" means a business that 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location; and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a Local Vendor before it may receive the Local Vendor preference.

3. The preference shall not apply or be disregarded where two or more bids or price quotes from Local Vendors are lower than any bids or price quotes from vendors which are not local. In the event that there is a tie bid, where one bidder is local and the other is not, and the bid is equal in price and quality, the award shall go to the local bidder.

4. The Purchasing Officer is authorized to adopt additional procedures consistent with this resolution and UCC Section 1522 as necessary to incorporate this bidding advantage for Local Vendors into the City's procurement practices and to fairly resolve any disputes that arise in the course of administering this Resolution.

5. The Purchasing Officer shall report annually to the City Council on the implementation of this policy, including, but not limited to, the number of bids for supplies, equipment and materials received by the City, the number in which the bidding preference resulted in a purchase from a Local Vendor, and the increased cost to the City, if any, of providing the bidding preference to Local Vendors.

6. This resolution shall apply to the solicitation of bids or quotes for supplies, equipment and materials beginning on November 1, 2016, provided Ordinance No. ___ becomes effective on November 1, 2016, which shall be repealed effective October 31, 2017, subject to further action by the City Council.

PASSED AND ADOPTED on September 7, 2016, by the following Roll Call Vote:

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

ATTEST:



Kristine Lawler, City Clerk


Stephen G. Scalmanini, Mayor

ATTACHMENT 2

Local Preference Tracking						
PO or Contract #	Date	General Description	Local Vendor Name	Local Vendor Price	Low Bid Price	Difference Representing Increased Cost to City
44926	7/26/2017	Misc Water Pipe repair items	Pace Supply	\$ 952.60	\$ 913.20	\$ 39.40
44539	12/6/2016	W/S PARTS - MISC ADAPTERS	PACE SUPPLY	\$ 3,501.61	\$ 3,454.16	\$ 47.45
44629	2/16/2017	ELEC UTILITY SERVICE TRUCK	UKIAH FORD	\$ 52,800.12	\$ 52,489.72	\$ 310.40
1617145	3/2/2017	W/S PARTS - MISC ADAPTERS	PACE SUPPLY	\$ 573.00	\$ 549.50	\$ 23.50
44680	3/24/2017	W/S Concrete Box & Cover	PACE SUPPLY	\$ 1,102.48	\$ 1,070.12	\$ 32.36
44729	4/20/2017	Ford F-250=XL	Redwood Ford	\$ 30,701.31	\$ 30,012.37	\$ 688.94
44775	5/5/2017	Toyota Camry	Thurston Auto Plaza	\$ 29,200.00	\$ 28,399.99	\$ 800.01
44825	6/15/2017	Milwaukee Cutter and LED light towers	Fastenal	\$ 4,362.25	\$ 4,195.24	\$ 167.01
44938	8/2/2017	Misc Water Pipe repair items	Pace Supply	\$2,068.77	\$ 2,015.41	\$ 53.36
44948	8/3/2017	Toyota Highlander Hibrid	Thurston Auto Plaza	\$ 43,500.00	\$ 43,241.63	\$ 258.37



AGENDA SUMMARY REPORT

SUBJECT: Receive a Status Report and Consider Possible Action Regarding the County of Mendocino's Emergency Medical Services (EMS) Requests for Proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services.

DEPARTMENT: Fire

PREPARED BY: Kirk Thomsen

ATTACHMENTS:

[Attachment 1 - 03-02-16 EOA Letter to County](#)

[Attachment 2 - MC 09-19-17 EOA](#)

Summary: Council will receive a status report and consider possible action regarding the County of Mendocino's Emergency Medical Services (EMS) Requests for Proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services.

Background: The County EMS agency is working to establish an exclusive operating area which would allow a single ambulance company to provide ambulance service within that area. The area will include what has been called the Inland Mendocino County Zone, which includes most of inland Mendocino County, including the incorporated cities (Willits and Ukiah), Hopland, Laytonville, and Covelo. Under the Emergency Services Act ("EMS Act," Cal. Health and Safety Code ("H & S Code" sections 1797.1 and following), an EMS Agency can establish an Exclusive Operating Area (EOA), but it must select the provider of ambulance service to serve that area through a competitive bidding process. (See H & S Code Section 1797.224)

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

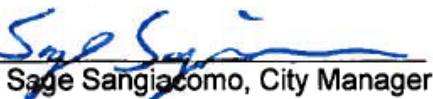
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

Mendocino County's EMS Agency, which is Coastal Valley EMS, has been working on an RFP (Request for Proposal) to solicit bids from ambulance companies to serve the Inland Mendocino County Zone EOA and a corresponding RFP for dispatch services. City Staff has not been allowed to participate fully in the process due to the County's concern that the City could partner with the EOA provider or even bid on the EOA and/or dispatch contract. In addition to the letter from the City Council included as Attachment #1, City staff has communicated to the RFP developers and County leadership the following points:

1. The level of service within the City of Ukiah and Ukiah Valley must be maintained at historical levels or at a level that is better than the historic levels.
2. The impact to existing public safety, namely fire, must be mitigated and coordinated with the EMS provider. Efforts to integrate services between providers and existing fire services should be identified and included in the RFP rather than negotiated during the bidding process or after award of the contract.
3. The City of Ukiah has requested the County include the City in the EMS/Fire dispatch service RFP and cover the corresponding costs. The County of Mendocino pays the cost of fire and EMS dispatch for all of the local government fire agencies with the exception of the City of Ukiah and the City of Willits. Ambulance providers currently reimburse the County approximately \$30,000 each for this contract. Currently, the City of Ukiah contracts separately with Cal Fire for fire and EMS dispatch services, without reimbursement from any ambulance providers or the County.

The City has received assurances from the County that the above outline points would be addressed prior to the release of the RFPs.

Discussion: On September 19, 2017, the Board of Supervisors will be discussing the EOA and Dispatch Service RFP process. The corresponding agenda report from the County is included as Attachment #2 for review. City staff will provide an update to the City Council and provide recommendations as warranted.

The Council may elect to provide direction to staff and/or consider any related action(s).



Carmel J. Angelo, Chief Executive Officer
Mendocino County Executive Office
501 Low Gap Road, Rm. 1010
Ukiah, CA. 95482

RFP for Exclusive Operating Area in Inland Mendocino County

Dear Ms. Angelo:

The Ukiah City Council has been informed that the County anticipates issuing in April 2016 a Request for Proposals (RFP) to establish an exclusive operating area (EOA) for ambulance service in the Inland Mendocino County Zone, which includes the City of Ukiah. For the reasons set forth below, the City Council contends that the County EMS Agency (Coastal Valley EMS) must negotiate an agreement with the City specifying the conditions under which the City can be included in the proposed EOA. Because of concerns that the City of Ukiah (City) might compete to serve this area or enter a contractual relationship with the successful bidder, the City has not had an opportunity to review drafts of the RFP, and has limited opportunity to influence its content.

As the County has acknowledged in the past, the Decision in *City of Ukiah v. County of Mendocino*, Mendocino County Superior Court Nos. 65248 and 65575 (November 22, 1994) found that Health and Safety Code Section 1797.201 " . . . allows cities and counties to enter into "a written agreement . . . regarding the provision of prehospital emergency medical services for that city . . . "The Court in that case found that the County EMS Agency exercises "medical control" of EMS in the City, but that the City and the EMS Agency would have to enter an agreement under Section 1797.201 to transfer administration of emergency medical services to the County.

As a result of the court's Statement of Decision, the City and County did negotiate an agreement.

Under that agreement:

COUNTY and CITY further agree that in the event that the services of another entity cannot be integrated into the system in a manner acceptable to all parties, the COUNTY may conduct a competitive bid process to select an exclusive provider, **subject to the CITY's rights under Health and Safety Code section 1797.201**. CITY shall be afforded reasonable opportunity to participate in such competitive process. (Agreement, pp. 4-5, Section IV.D. Emphasis added.)

While the City/County agreement expired on December 31, 1996, it recognizes that under Health and Safety Code Section 1797.201: ". . . Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts . . ." Based on Section 1797.201 and its past agreement with the County, the City maintains that the County cannot make the City part of an EOA which could reduce the level of ambulance and emergency medical services in the City without the agreement of the City Council.



The City Council has concerns that establishing a very large EOA could result in a reduction in the EMS and ambulance service that the City has enjoyed in the past, unless adequate specifications are developed that impose enforceable standards of service, including ambulance response times that the citizens of the City have come to expect. Before the EMS Agency releases the RFP, the EMS Agency must negotiate with the City an agreement that will assure no reduction in the level of ambulance services in the City.

The City Council does not wish to cause undue delay in the County's schedule to solicit bids for servicing an exclusive ambulance service area, and will use its best efforts to negotiate an acceptable agreement as quickly as possible. Please contact Sage Sangiacomo, City Manager, to schedule a first meeting to discuss the agreement. The City Council has appointed an ad hoc committee consisting of Councilmembers Jim Brown and Kevin Doble who, together with appropriate City staff, are ready to undertake these negotiations.

Very truly yours,



Stephen G. Scalmanini, Mayor

cc: City Council
City Manager
Ukiah Valley Fire Authority
Coastal Valley EMS



Legislation Details (With Text)

File #: 17-0855 **Version:** 1 **Name:**
Type: Approval **Status:** Agenda Ready
File created: 9/12/2017 **In control:** Board of Supervisors
On agenda: 9/19/2017 **Final action:**
Title: Discussion and Possible Reconsideration of the Board of Supervisors Approval on August 15, 2017, of Updated Timelines Regarding Emergency Medical Services (EMS) Requests for Proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services (Sponsor: Supervisor Gjerde)

Sponsors:

Indexes:

Code sections:

Attachments: 1. 09-12-17 Memorandum from Supervisor Gjerde, 2. 08-15-17 HHSA Staff Report - EMS Update

Date	Ver.	Action By	Action	Result
9/19/2017	1	Board of Supervisors		

To: Board of Supervisors

From: Supervisor Gjerde

Meeting Date: September 19, 2017

Department Contact: Supervisor Gjerde

Phone: 463-4441

Item Type: Regular Agenda

Time Allocated for Item: 30 min.

Agenda Title:

Discussion and Possible Reconsideration of the Board of Supervisors Approval on August 15, 2017, of Updated Timelines Regarding Emergency Medical Services (EMS) Requests for Proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services (Sponsor: Supervisor Gjerde)

Recommended Action/Motion:

1) Reconsider Board of Supervisors approval on August 15, 2017, of updated timeline regarding Emergency Medical Services (EMS) requests for proposals (RFP) for Exclusive Operating Area Services and EMS and Fire Dispatch Services; and upon successful reconsideration, consider 2) Approve a timeline for requests for proposals for Emergency Medical Services; upon completion of the EMS RFP process, staff will work with the EMS providers, local fire departments and CalFire to return to the Board of Supervisors with a Memorandum of Understanding between the agencies to ensure the best possible process for the respective agencies to resolve operational issues.

Previous Board/Board Committee Actions:

On August 15, 2017, the Board of Supervisor approved an updated timeline regarding Emergency Medical

Services (EMS) requests for proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services.

Summary of Request:

Supervisor Gjerde has spoken with representatives of several local fire departments, and has taken a tour of the CalFire dispatch center at Howard Forest. While the board will want to consider many facts, these were of particular interest to Supervisor Gjerde: 1) CalFire is not charging the County it's fully loaded costs for the dispatch service, 2) CalFire is sending the County annual invoices that are consistently cheaper than listed in the contract, and 3) CalFire has fire fighters serving as dispatchers, and that expertise is providing a level of service the local fire departments could not receive from a private dispatch company. Given the information available to the board, Supervisor Gjerde requesting the Board direct that staff would not proceed with an RFP for fire and emergency medical dispatch, since the facts on the ground lead Supervisor Gjerde to believe the Board would not approve a contract with a private dispatch company, and proceeding with an RFP would simply be a waste of time and money.

Rule 27 of the Board of Supervisors Rules of Procedures states: *Any member of the Board who votes in the majority on a question, as well as any member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place, provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action. Unless a member was absent, a motion to reconsider must be placed on the agenda for the next regular Board meeting. A member who was absent must place a motion to reconsider on the agenda for the next regular Board meeting after the regular Board meeting at which that member is in attendance. A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be a second time reconsidered within twelve (12) months, except by a 4/5th vote of the Board.*

Supervisor Gjerde was absent from the August 15, 2017, Board of Supervisors meeting where the updated timeline regarding Emergency Medical Services (EMS) requests for proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services was approved by the Board of Supervisors. Supervisor Gjerde was also absent from the August 22, 2017, Board of Supervisors meeting and the August 29, 2017, Board of Supervisors meeting. Supervisor Gjerde announced at the September 12, 2017, Board of Supervisors meeting that he intended to invoke Rule 27 of the Board of Supervisors Rules of Procedures to present a motion to reconsider the approval of the updated timeline regarding Emergency Medical Services (EMS) requests for proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services at the September 19, 2017, meeting of Board of Supervisors.

Alternative Action/Motion:

Do not reconsider the approval of the updated timeline regarding Emergency Medical Services (EMS) requests for proposals for Exclusive Operating Area Services and EMS and Fire Dispatch Services.

Supplemental Information Available Online at: N/A

Fiscal Impact:

Source of Funding: N/A

Current F/Y Cost: N/A

Budgeted in Current F/Y: N/A

Annual Recurring Cost: N/A

Supervisory District: All

Vote Requirement: Majority

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Janelle Rau, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Final Status:Item Status

Date: DATE EXECUTED.

Executed Item Number: Item

Note to Department:



MENDOCINO COUNTY *MEMORANDUM*

Date: September 11, 2017

To: Board of Supervisors & CEO

From: Supervisor Dan Gjerde

Subject: Announcing a Motion to Reconsider HHSA's timeline that includes an RFP for Fire and Emergency Dispatch Services to be placed on September 19, 2017 Board of Supervisors meeting

On August 15, the board approved a timeline, presented by the Health and Human Services Agency, which included a timeline to send out request for proposals for fire and emergency dispatch services.

Following the guidance of the board of supervisors 2017 rules of procedure, I am providing notice to the board and public that I am requesting a motion to reconsider that item to be placed on the next regular meeting. In reading Rule 27, motion to reconsider, it says a board member who was absent must make this request upon their next attendance of a regular meeting. (I am doing this, with this memo.) And then the agenda item for reconsideration is placed on the following agenda, which would be for the board's September 19 meeting.

This request is being made with considerable thought and consideration. I have spoken with representatives of several local fire departments, and have taken a tour of the CalFire dispatch center at Howard Forest. While the board will want to consider many facts, these stick out to me: 1) CalFire is not charging the County it's fully loaded costs for the dispatch service, 2) CalFire is sending the County annual invoices that are consistently cheaper than listed in the contract, and 3) CalFire has fire fighters serving as dispatchers, and that expertise is providing a level of service the local fire departments could not receive from a private dispatch company. Given the information available to the board, I am requesting the board direct that staff would not proceed with an RFP for fire and emergency medical dispatch, since the facts on the ground lead me to believe the board would not approve a contract with a private dispatch company, and proceeding with an RFP would simply be a waste of time and money.

Enclosure

cc: Carmel J. Angelo, Chief Executive Officer/Clerk of the Board



Healthy People, Healthy Communities

**MENDOCINO COUNTY
HEALTH AND HUMAN SERVICES AGENCY**



MEMORANDUM

To Mendocino County Board of Supervisors
Date August 8, 2017
From Tammy Moss Chandler, HHSA Director
Subject Emergency Medical Services Request for Proposals
Timeline Update

Background

A defined set of authorities exists to support the delivery of pre-hospital care within the state of California. Statewide EMS governance was established in the early 1980s to facilitate a system of coordinated readiness and response locally, regionally and statewide. California Health & Safety Code (H&SC), Division 2.5, the EMS Act, establishes the Emergency Medical Services Authority (EMSA) as the statewide agency that oversees statute and regulations at the state level. The EMS system also has a strong local component with much of the direct system administration and coordination and medical control provided at the county level. H&SC, Division 2.5, Section 1797.200 authorizes each county to designate a Local EMS Agency (LEMSA) for the administration of emergency medical services.

Designated in 1993 through a contract with Sonoma County Department of Health Services, Coastal Valleys Emergency Medical Services Agency (CVEMSA) serves as the Mendocino County LEMSAs. As such, CVEMSA is responsible for fulfilling the specific requirements of H&SC 2.5 and CCR Title 22, Division 9 in its oversight and management of an effective emergency medical care delivery system focusing on rapid access, assessment, patient stabilization, and transportation.

After a broad EMS assessment in 2011, Mendocino County initiated a collaborative project in 2013 to explore the feasibility of implementing an Exclusive Operating Area (EOA) for the sustainable provision of emergency ambulance services within the County (see EMS Zone map). Pursuant to Board Direction, an EOA Oversight Committee, comprised of representatives from various County offices, fire chiefs and hospital staff, solicited input from emergency transport providers, dispatch providers, fire chiefs and hospitals to discuss best methods and system design of an EOA. On September 23, 2014, the County entered into an agreement with The Abaris Group to develop and implement an ambulance EOA that addressed the need to revise the County ordinance. Changes to the County ordinance were originally considered by the Board of Supervisors in April 2016. After the April Board meeting, CVEMSA was approached by various partners with concerns and revised language recommendations. As a result, CVEMSA continued to work with the Abaris Group to assess the suggested revisions and hosted two EMS ordinance workshops to provide a forum for discussion for system stakeholders. A final revised ordinance was adopted by the Board of Supervisors on January 9, 2017.

At that time the Board was informed of progress on the draft Request for Proposals (RFP) for EOA and dispatch services, and the Health & Human Services Agency (HHSA) recommendation to combine the RFP processes for EOA and dispatch services to release one RFP with two distinct but complementary scopes of service. The establishment of an EOA creates performance standards that require additional components to dispatching that affect the current dispatch process.

HHSa and CVEMS reviewed the single RFP concept with local stakeholders and worked with the Abaris group to provide this draft RFP for the State EMSA, which must approve any ambulance related RFP prior to its release. However, the Board of Supervisors gave direction during their June 6, 2017, Budget Hearings to release these as two separate RFPs for ambulance EOA services and EMS/Fire dispatch services. Work has been done over the past two months to separate these scopes into two separate RFPs, which are scheduled to release in late August contingent upon approval from the State EMSA.

The key objectives of the RFP processes are intended to deliver the following improvements for EMS transport in the County:

- Stable ambulance transportation within the EOA
- Appropriate level of service and response for the acuity of the injury/illness
- Ambulance response time standards for all types of calls
- Clinical standards for ambulance patients to ensure high quality care
- Contract compliance committee to ensure standards are maintained
- Strong partnership with existing Fire/EMS resources in the County

To ensure a fair and objective process, evaluators will be selected from outside the immediate area who have no conflict of interest with any of the bidders. Local technical experts can be appointed to answer questions and ensure local knowledge is shared as necessary for the evaluators to score the proposals accurately. The evaluation committee will make a recommendation based on the highest scoring proposal, and HHSa will bring the recommended proposal to the Board of Supervisors for contract approval.

Current Ambulance RFP Timeline

Event	Estimated Date
RFP Finalized; Sent to CA EMS Authority for Approval	7/17/2017
RFP Returned, Corrections Made, Prep for Release *	8/21/2017
RFP Document Estimated Release Date	8/30/2017
Bidder's Conference	9/12/2017
Deadline for Written Questions	9/19/2017
Letter of Intent Due	9/26/2017
Release of Addenda to RFP, if needed	9/28/2017
Proposals Due (by 4:00 p.m.)	11/15/2017
Notice of Intent to Award	12/05/2017
Last Day to Appeal	12/14/2017
Contract Preparation	12/15/2017
Approval of Contract by County Counsel	1/05/2018
Approval of Contract by Board of Supervisors	2/02/2018
Implementation	7/01/2018

** Note: this timeline is contingent on State EMS Authority turnaround on RFP*

EMS Definitions

The following terminology is being provided as a resource tool when discussing EMS services.

Advanced Life Support Resource - a vehicle that has at the minimum, one individual trained at the paramedic level or higher and equipment to provide ALS services.

Advanced Life Support (ALS) - special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Transport Unit - an ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities.

Ambulance or Ambulance Unit - any vehicle specially constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).

Appropriate Unit - an ambulance or resource staffed and equipped at a level able to meet or exceed a patient's need – for example, ALS or BLS. Typically, this is determined by dispatch using protocols that define calls in increasing order of urgency, i.e., "Alpha, Bravo, Charlie, Delta, or Echo."

Basic Life Support (BLS) - special services designed to provide definitive pre hospital emergency medical care as defined in Health and Safety Code Section 1797.60

BLS Resource - a unit staffed and equipped, at a minimum, to provide basic life support.

BLS Transport Unit - an ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities.

Code-2 Call - any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call - any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) - A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Contract Compliance Committee - This is a Mendocino County sponsored committee comprised of public safety, hospital and public health appointees who are responsible for monitoring contractor compliance, performance standards and contract provisions and making recommendations to Mendocino County.

Critical Care Transport - the provision of emergency ambulance services utilizing a registered nurse, physician, or physician assistant as the attendant on such vehicle.

Emergency Ambulance Service - the use of an ambulance to provide service pursuant to an approved emergency medical dispatch (EMD) system, including Code 2 and Code 3 response with a BLS, ALS ambulance or other resource.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

First Responder - An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

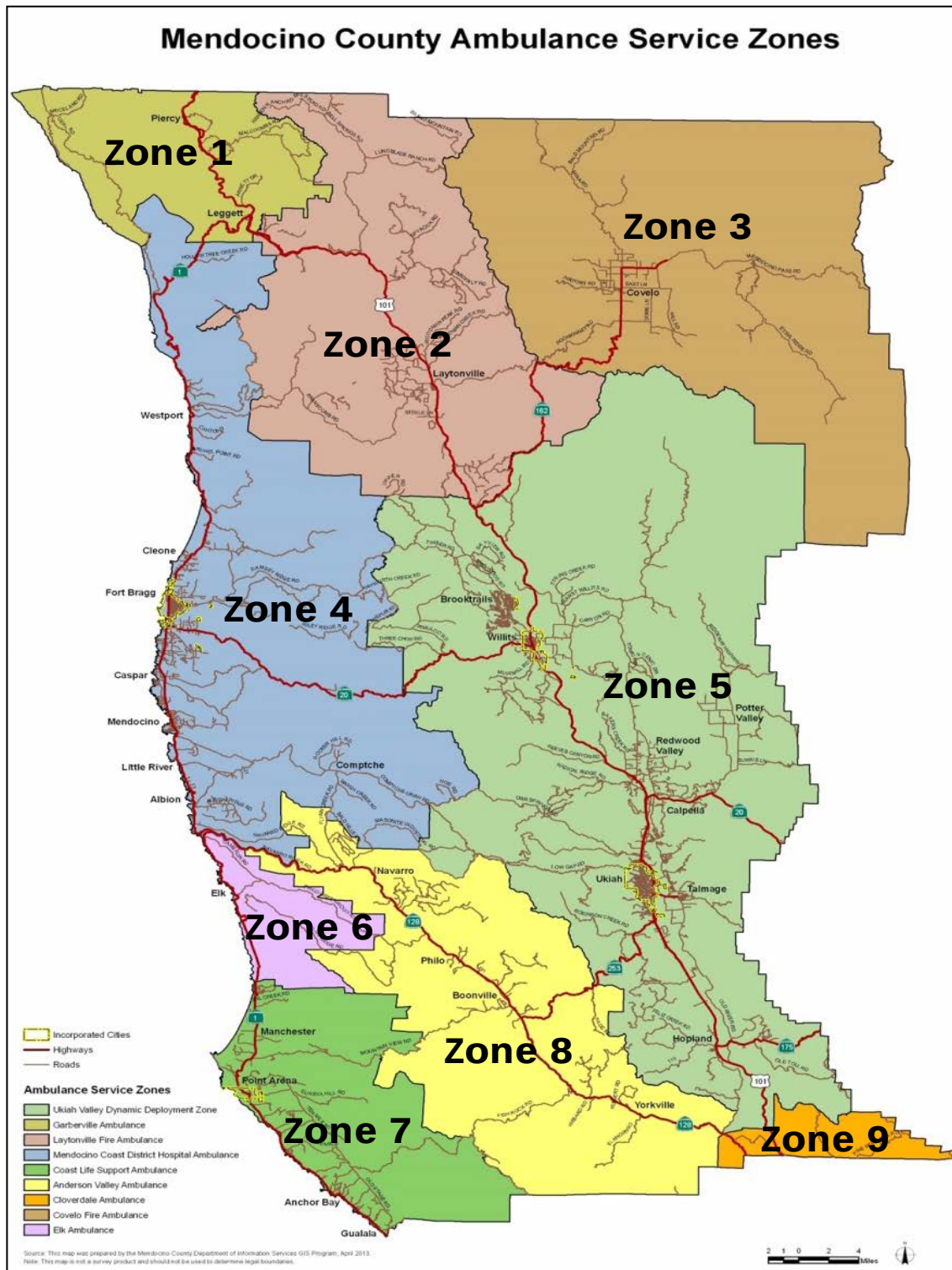
Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Quick Response Vehicle - a vehicle that has at the minimum, one individual trained at the paramedic level or higher and equipment to provide ALS service.

Response Time - that time measured from the time of initial alert of the appropriate responding resource(s) to the time that such resource arrives on scene.

EMS Zones

There are currently nine ambulance service zones in Mendocino County. The map below displays the current ambulance service zones within the County and the current providers for each of those zones (see legend). This specific RFP is for an EOA that includes Zones 1, 2, 3, 5, 8, and 9. Zones excluded for the EOA are Zones 4, 6, and 7.





AGENDA SUMMARY REPORT

SUBJECT: Award Purchase of One New Trimble S5 3" Robotic Total Survey Station with Field Accessories to California Surveying Drafting Supply (CSDS) for Public Works Engineering in the Total Amount of \$31,219.53 Including Tax and Delivery Charges and Approval of Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Trimble S5 Total Station - Datasheet](#)

[Attachment 2 - Trimble S5 Quote](#)

Summary: Council will consider awarding the purchase of a new Trimble S5 Survey Station for use by Public Works Engineering staff in design projects of City infrastructure.

Background: With the direction of City Council to develop infrastructure design projects in house with City staff, Public Works Engineering personnel require acquisition of current survey equipment. This survey equipment will be used to collect topography data in their design of streets, curb ramps and easements. Previously, collection of this data was contracted out to various consulting firms.

Discussion: With engineering design, a high performance total station survey unit is required to create a reliable topographic plan of a project area. The two major companies that dominate this field in producing the

RECOMMENDED ACTION: Award purchase of one new Trimble S5 3" Robotic Total Survey Station with field accessories to California Surveying Drafting Supply (CSDS) for Public Works Engineering in the total amount of \$31,219.53 including tax and delivery charges and approval of budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

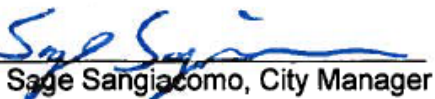
PROPOSED BUDGET AMOUNT: \$31,219.53 - #25124210.80100

FINANCING SOURCE: #25124210.80100

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

majority of professional grade equipment are Trimble and Leica. Staff researched these brands and models of total survey stations available to compare accuracy, ease of use, product support and pricing and determined the Trimble S5 to be the best selection to meet these needs. Staff has a greater experience in use, preference in user interface and better success with customer support with Trimble over the competitor Leica. The Trimble S5 survey station is designed with the ability to be used by a single operator at faster speeds with a user friendly interface. See "Attachment 1" for product information.

CSDS is the sole supplier of the Trimble S5 model. After a product demonstration to City staff, a quote was submitted for the purchase of this product including all necessary accessories for field inspection. CSDS submitted a quote in the amount of \$31,219.53. See "Attachment 2" for product price quote.

Submitted for the City Council's consideration and action is Staff's recommendation to purchase the new Trimble S5 Survey Station for Public Works Engineering in the amount of \$31,219.53 with California Surveying Drafting Supply (CSDS).

Trimble S5 Total Station

Key Features

Everything you need to perform survey campaigns

Measure further and faster with the Trimble DR Plus EDM

Locate2Protect **real-time equipment management**

Seamless integration with the Trimble V10 Imagine Rover and GNSS receivers

Intuitive **Trimble Access Field Software**

Trimble Business Center Office Software for **quick data processing**



TRUSTED PERFORMANCE

All you need to perform efficient surveying campaigns is available in the Trimble® S5 Robotic Total Station solution: An accurate and reliable instrument, DR Plus EDM, MagDrive™ technology, the popular Trimble TSC3 controller with Trimble Access™ field software and quick data processing with Trimble Business Center office software.

Trimble has been manufacturing the industry's leading robotic total stations for over a decade. You can depend on the Trimble S5 Total Station to keep you productive in the field no matter what you encounter.

Trimble Technology

The Trimble S5 Total Station is built upon proven Trimble technologies like SurePoint™, MagDrive and our DR Plus EDM, helping you work more efficiently while maintaining the highest accuracy possible. Smooth and silent, Trimble MagDrive electro-magnetic technology means fewer moving parts, which reduces servicing requirements. Trimble SurePoint ensures accurate pointing and measurements by actively correcting for unwanted movements like wind, handling, and sinkage. The Trimble DR Plus EDM allows you to measure with fewer instrument set-ups and enhance your direct reflex performance.

Manage Your Assets 24/7

Know where your total stations are 24 hours a day with Trimble Locate2Protect technology. See where your equipment is at any given time and get alerts if your instrument leaves a jobsite or experiences unexpected equipment shock or abuse.

Trimble InSphere™ Equipment Manager system lets you view usage and keep up-to-date on firmware, software and maintenance requirements. With Trimble Locate2Protect and InSphere Equipment Manager, you can rest assured knowing your equipment is up-to-date and where it should be.

Robotic and Autolock

The Trimble S5 Total Stations are available in robotic or Autolock®-only versions. The Trimble S5 robotic and Autolock versions have an optional TCU data collector with Trimble Access field software for convenient, simple operation in any environment.

Integrated Surveying

The Trimble S5 Total Station provides the foundation for Trimble's Integrated Surveying™ solutions. With Integrated Surveying, you can seamlessly integrate complementary technologies on the job site, such as Trimble GNSS receivers and optical measurements.

Powerful Field and Office Software

Choose from a variety of Trimble controllers operating the feature rich, intuitive Trimble Access field software. Streamlined workflows guide crews through common project types, helping to get the job done faster with less distractions. Trimble Access workflows can also be customized to fit your needs.

Back in the office, trust Trimble Business Center software to help you check, process and adjust your optical, leveling, and GNSS data in one software solution. No matter what Trimble instruments you use in the field, you can trust that Trimble Business Center office software will help you generate industry-leading deliverables.

Trimble S5 Configurations

EDM	Angle Accuracy	Servo Control	Active Track
DR Plus	1", 2", 3", 5"	Robotic, Autolock	Optional

Trimble S5 Total Station

PERFORMANCE

Angle measurement

Sensor type	Absolute encoder with diametrical reading
Accuracy (Standard deviation based on DIN 18723)	1" (0.3 mgon)
	2" (0.6 mgon), 3" (1.0 mgon), or 5" (1.5 mgon)
Angle Display (least count)	0.1" (0.01 mgon)
Automatic level compensator	
Type	Centered dual-axis
Accuracy	0.5" (0.15 mgon)
Range	± 5.4' (±100 mgon)

Distance measurement

Accuracy (ISO)	
Prism mode	
Standard ¹	1 mm + 2 ppm (0.003 ft + 2 ppm)
Accuracy (RMSE)	
Prism mode	
Standard	2 mm + 2 ppm (0.0065 ft + 2 ppm)
Tracking	4 mm + 2 ppm (0.013 ft + 2 ppm)
DR mode	
Standard	2 mm + 2 ppm (0.0065 ft + 2 ppm)
Tracking	4 mm + 2 ppm (0.013 ft + 2 ppm)
Extended Range	10 mm + 2 ppm (0.033 ft + 2 ppm)

Measuring time

Prism mode	
Standard	1.2 sec
Tracking	0.4 sec
DR mode	
Standard	1–5 sec
Tracking	0.4 sec

Measurement Range

Prism mode (under standard clear conditions ^{2,3})	
1 prism	2500 m (8202 ft)
1 prism Long Range mode	5500 m (18,044 ft) (max. range)
Shortest range	0.2 m (0.65 ft)
DR mode	

	Good (Good visibility, low ambient light)	Normal (Normal visibility, moderate sunlight, some heat shimmer)	Difficult (Haze, object in direct sunlight, turbulence)
White card (90% reflective)³	1,300 m (4,265 ft)	1,300 m (4,265 ft)	1,200 m (3,937 ft)
Gray card (18% reflective)³	600 m (1,969 ft)	600 m (1,969 ft)	550 m (1,804 ft)

Reflective foil 20 mm	1000 m (3280 ft)
Shortest range	1 m (3.28 ft)
DR Extended Range Mode	
White Card (90% reflective) ⁴	2200 m

EDM SPECIFICATIONS

Light source	Pulsed laserdiode 905 nm, Laser class 1
Beam divergence	
Horizontal	.4 cm/100 m (0.13 ft/328 ft)
Vertical	.8 cm/100 m (0.26 ft/328 ft)

1 Standard deviation according to ISO17123-4.

2 Standard clear: No haze. Overcast or moderate sunlight with very light heat shimmer.

3 Range and accuracy depend on atmospheric conditions, size of prisms and background radiation.

4 Kodak Gray Card, Catalog number E1527795.

5 The capacity in -20 °C (-5 °F) is 75% of the capacity at +20 °C (68 °F).

6 Bluetooth type approvals are country specific. Contact your local Trimble Authorized Distribution Partner for more information.

7 Dependent on selected size of search window.

8 Solution acquisition time is dependent upon solution geometry and GPS position quality.

9 Functionality and availability dependent on region.

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SYSTEM SPECIFICATIONS

Leveling

Circular level in tribrach	8/2 mm (8/0.007 ft)
Electronic 2-axis level in the LC-display with a resolution of	0.3" (0.1 mgon)

Servo system

MagDrive servo technology, integrated servo/angle sensor electromagnetic direct drive	
Rotation speed	115 degrees/sec (128 gon/sec)
Rotation time Face 1 to Face 2	2.6 sec
Positioning time 180 degrees (200 gon)	2.6 sec
Clamps and slow motions	Servo-driven, endless fine adjustment

Centering

Centering system	Trimble 3-pin
Optical plummet	Built-in optical plummet
Magnification/shortest focusing distance	2.3x/0.5 m-infinity (1.6 ft-infinity)

Telescope

Magnification	30x
Aperture	40 mm (1.57 in)
Field of view at 100 m (328 ft)	2.6 m at 100 m (8.5 ft at 328 ft)
Shortest focusing distance	1.5 m (4.92 ft)-infinity
Illuminated crosshair	Variable (10 steps)

Power supply

Internal battery	Rechargeable Li-Ion battery 11.1 V, 5.0 Ah
Operating time ⁵	
One internal battery	Approx. 6.5 hours
Three internal batteries in multi-battery adapter	Approx. 20 hours
Robotic holder with one internal battery	13.5 hours

Weight

Instrument (Autolock)	5.4 kg (11.35 lb)
Instrument (Robotic)	5.5 kg (11.57 lb)
Trimble CU controller	0.4 kg (0.88 lb)
Tribrach	0.7 kg (1.54 lb)
Internal battery	0.35 kg (0.77 lb)
Trunnion axis height	196 mm (7.71 in)

Other

Communication	USB, Serial, Bluetooth®
Operating temperature	-20° C to +50° C (-4° F to +122° F)
Tracklight built in	Not available in all models
Dust and water proofing	IP65
Humidity	100% condensing
Laser pointer coaxial (standard)	Laser class 2
Security	Dual-layer password protection, Locate2Protect ⁹

ROBOTIC SURVEYING

Autolock and Robotic Range ³	
Passive prisms	500 m–700 m (1,640–2,297 ft)
Trimble MultiTrack™ Target	800 m (2,625 ft)
Trimble Active Track 360 Target	500 m (1,640 ft)
Autolock pointing precision at 200 m (656 ft) (Standard deviation) ³	
Passive prisms	<2 mm (0.007 ft)
Trimble MultiTrack Target	<2 mm (0.007 ft)
Trimble Active Track 360 Target	<2 mm (0.007 ft)
Shortest search distance	0.2 m (0.65 ft)
Type of radio internal/external	2.4 GHz frequency-hopping, spread-spectrum radios
Search time (typical) ⁷	2–10 sec

GPS SEARCH/GEOLOCK

GPS Search/GeoLock	360 degrees (400 gon) or defined horizontal and vertical search window
Solution acquisition time ⁸	15–30 sec
Target re-acquisition time	<3 sec
Range	Autolock & Robotic range limits

Specifications subject to change without notice.



NORTH AMERICA

Trimble Navigation Limited
10368 Westmoor Dr
Westminster CO 80021
USA

EUROPE

Trimble Germany GmbH
Am Prime Parc 11
65479 Raunheim
GERMANY

ASIA-PACIFIC

Trimble Navigation
Singapore Pty Limited
80 Marine Parade Road
#22-06, Parkway Parade
Singapore 449269
SINGAPORE




www.cdsinc.com

CSDS Sacramento

4733 Auburn Blvd.

Sacramento CA 95841

916-344-0232

916-344-2998 fax

CSDS Dublin

6701 Sierra Court Ste. E

Dublin CA 94568

925-960-0323

925-556-0150 fax

CSDS Fresno

4753 W. Jennifer Ave

Fresno CA 93722

559-275-0513

559-275-0518 fax

CSDS Las Vegas

6100 Mountain Vista, Ste 150

Henderson, NV 89014

702-489-8640

702-489-8650

CSDS Los Angeles

10401 Venice Blvd., Ste 106-344

Los Angeles, CA 90034

310-836-1501

310-836-2758 fax

Trimble S5 Summer Special

9/6/2017

Billing Information

Account #:

Company : City of Ukiah

Address: 300 Seminary Avenue

City: Ukiah

State: CA.

95482

Phone: 707-463-6280

Attn: Andrew Stricklin

Payment Type: Net 30

PO:

Shipping Information

Account #:

Company : City of Ukiah

Address: 300 Seminary Avenue

City: Ukiah

State: CA.

95482

Email: astricklin@cityofukiah.com

Attn: Andrew Stricklin

Phone: 707-463-6297

Ship Via: Other

Tyler Deliver

Item	Part No.	Description	Price	Qty	Total
1	S5352200	Trimble S5 3" Robotic, DR Plus, Active Tracking	\$23,750.00	1	\$23,750.00
2	TSC3-01-1122	Trimble TSC3, w/Access, internal 2.4 GHz radio, Global, QWERTY keypad	\$7,345.00	1	\$0.00
3	SLSU-S2016-3	Robotic Power Kit	\$884.00	1	\$884.00
4	51693-01	5-Slot Battery Charger w/power supply and chord	\$975.00	1	\$975.00
5	MT1000	MultiTrack Target 360 Prism	\$2,870.00	1	\$2,870.00
6	82758-00	Trimble TSC3 Accessory-Range Pole Bracket	\$155.00	1	\$155.00
7	5217-04-YEL	Thumb Release Bipod	\$172.95	1	\$172.95

Notes:

Sub Total \$28,806.95

Tax Rate 8.375%

Tax \$2,412.58

Freight

Total \$31,219.53

All returns and exchanges must be made within 30 days of invoice. All returns subject to a 25% restocking fee. No cancellations, refunds, or exchanges on Special Order (including all GPS/GIS/Surveying Instruments and/or Software).

For all Trimble **CMAS**, **GSA** or **Educator** part numbers ordered, please address Purchase Orders to:

Trimble Navigation
Attn: MGIS/Survey
5475 Kellenburger Road
Dayton, OH 45424

Please FAX all Purchase Orders to: (916) 344-2121

x

Customer Acceptance

Tyler Williams

twilliams@cdsinc.com

415-377-9691

#204

Quotation valid for 30 days

Date: 9/6/2017



AGENDA SUMMARY REPORT

SUBJECT: Award Contract for Talmage Road Interchange Project, Specification No. 17-07, to Ghilotti Construction Company, Inc. in the Amount of \$1,858,888 and Approval of a Budget Amendment, if Necessary.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Bid Tabulation for Talmage Road Interchange Spec 17-07](#)

[Attachment 2 Plans - Spec No 17-07](#)

[Attachment 3 - Specifications - Spec No 17-07](#)

Summary: The City Council will consider awarding the contract for the Talmage Road Interchange project, Specification Number 17-07.

Background: The City publicly advertised this project on July 26 and August 2, 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. In accordance with the I-Bank funding requirements, the City implemented a prequalification process for contractors. Four general engineering contractors completed and submitted pre-qualification questionnaires. Staff reviewed and scored the pre-qualification questionnaires.

RECOMMENDED ACTION: Award contract for Talmage Road Interchange project, Specification No. 17-07, to Ghilotti Construction Company, Inc. the lowest responsive, responsible bidder based on bids submitted September 12, 2017 in the amount of \$1,858,888 and approval of a budget amendment, if necessary.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$7,333,333 Account Number 10024220.80230

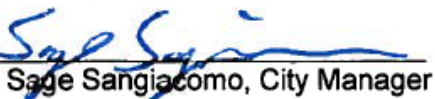
PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: i-Bank Funding

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

In addition, staff interviewed two references for each contractor. Based on the scoring and interviews, staff qualified all four contractors: Argonaut Constructors, Ghilotti Construction Company, Inc., Granite Construction Company, and Team Ghilotti, Inc. to bid on the City's project. As a result of this pre-qualification process, the City can only accept bids from these four contractors.

Discussion: Three sealed proposals were received and opened by the City Clerk on September 12, 2017. The lowest responsive, responsible bidder is Ghilotti Construction Company, Inc. of Santa Rosa, California with a bid of \$1,858,888. Please refer to Attachment #1 for the tabulation of bids. For further reference, please see Attachment #2 project plans and Attachment #3 project specifications.

Staff recommends awarding the contract for the Talmage Road Interchange project, Specification Number 17-07 to Ghilotti Construction Company, Inc. in the amount of \$1,858,888.

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.

Spec 17-07 Talmage Road Interchange									
City of Ukiah									
Bid Opening: 09/12/17				Ghilotti Construction Company, Inc.		Granite Construction Company		Argonaut Constructors	
				246 Ghilotti Avenue Santa Rosa, CA 95407		1324 S State Street Ukiah, CA 95482		360 Sutton Place Santa Rosa, CA 95482	
Base Bid									
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	TALMAGE ROAD INTERCHANGE	1	LS	\$1,858,888.00	\$1,858,888.00	\$1,991,500.00	\$1,991,500.00	\$2,330,330.00	\$2,330,330.00
Total Bid Amount					\$1,858,888.00		\$1,991,500.00		\$2,330,330.00
Listed Subs				ABSL Construction AC Grinding/Cold Plane Camblin Steel Service Inc. Rebar Chrisp Co. Striping and Marking Far West Safety Roadside Signs Marina Landscape Inc. Erosion Control Mid State Barrier Inc. MBGR/Crash Cushion Mike Brown Electric Co. Electrical Mountain F. Enterprises Tree Removal Pisor Fence Division Fence/Handrail		Camblin Steel Service Inc. Reinforcing Steel Chrisp Co. Striping & Pavement Marking Cinquini & Passarino Inc. Staking Far West Safety Signs Alt Crash Cushion Marina Landscape Inc. Permanent Erosion Control Mike Brown Electric Co. Electrical Mountain F. Enterprises Tree Removal Pisor Fence Division CL Fence		Acacia Environmental Construction Erosion Control Chrisp Co. Striping & Signs Company AC Grinding Devincenzi Concrete Concrete Mid State Barrier Inc. Remove MBGR, Place Crash Cushion Electric Co. Electrical Mountain F. Enterprises Clearing Pisor Fence Division Fence	

x

x

x

x

x

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE
STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

DATE SIGNED
7/20/2017

LICENSE Exp DATE
9/30/2017

REGISTRATION No.
C68304

CALTRANS DESIGN OVERSIGHT APPROVAL
LENA ASHLEY

CONSULTANT DESIGN ENGINEER
MATTHEW G. KENNEDY

INDEX OF PLANS

SHEET NO.	DRAWING NO.	SHEET NAME
1	T-1	TITLE SHEET
2	X-1	TYPICAL CROSS SECTIONS
3	K-1	KEYMAP AND LINE INDEX
4	PC-1	PROJECT CONTROL
5	L-1	LAYOUT 1
6	L-2	LAYOUT 2
7	L-3	LAYOUT 3
8	PS-1	PROFILE 1
9	PS-2	PROFILE AND SUPERELEVATION DIAGRAM 2
10	PS-3	PROFILE AND SUPERELEVATION DIAGRAM 3
11	PS-4	RETAINING WALL PROFILE
12	XS-1	ROADWAY CROSS SECTIONS 1 - ALIGNMENT "A1"
13	XS-2	ROADWAY CROSS SECTIONS 2 - ALIGNMENT "E1" & "F1"
14	C-1	CONSTRUCTION DETAILS 1
15	C-2	CONSTRUCTION DETAILS 2
16	C-3	CONSTRUCTION DETAILS 3
17	WPC-1	TEMPORARY WATER POLLUTION CONTROL PLAN 1
18	G-1	CONTOUR GRADING AND DRAINAGE PLAN 1
19	G-2	CONTOUR GRADING AND DRAINAGE PLAN 2
20	G-3	CONTOUR GRADING AND DRAINAGE PLAN 3
21	CS-1	CONSTRUCTION AREA SIGNS 1
22	TH-1	TRAFFIC HANDLING PLAN 1
23	TH-2	TRAFFIC HANDLING PLAN 2
24	TH-3	TRAFFIC HANDLING PLAN 3
25	PD-1	PAVEMENT DELINEATION PLAN 1
26	PD-2	PAVEMENT DELINEATION PLAN 2
27	PD-3	PAVEMENT DELINEATION PLAN 3
28	S-1	SIGN PLAN 1
29	S-2	SIGN PLAN 2
30	E-1	SIGNALS AND LIGHTING 1
31	E-2	SIGNALS AND LIGHTING 2
32	E-3	SIGNALS AND LIGHTING 3
33	E-4	SIGNALS AND LIGHTING 4
34	EC-1	EROSION CONTROL PLAN 1
35	Q-1	SUMMARY OF QUANTITIES

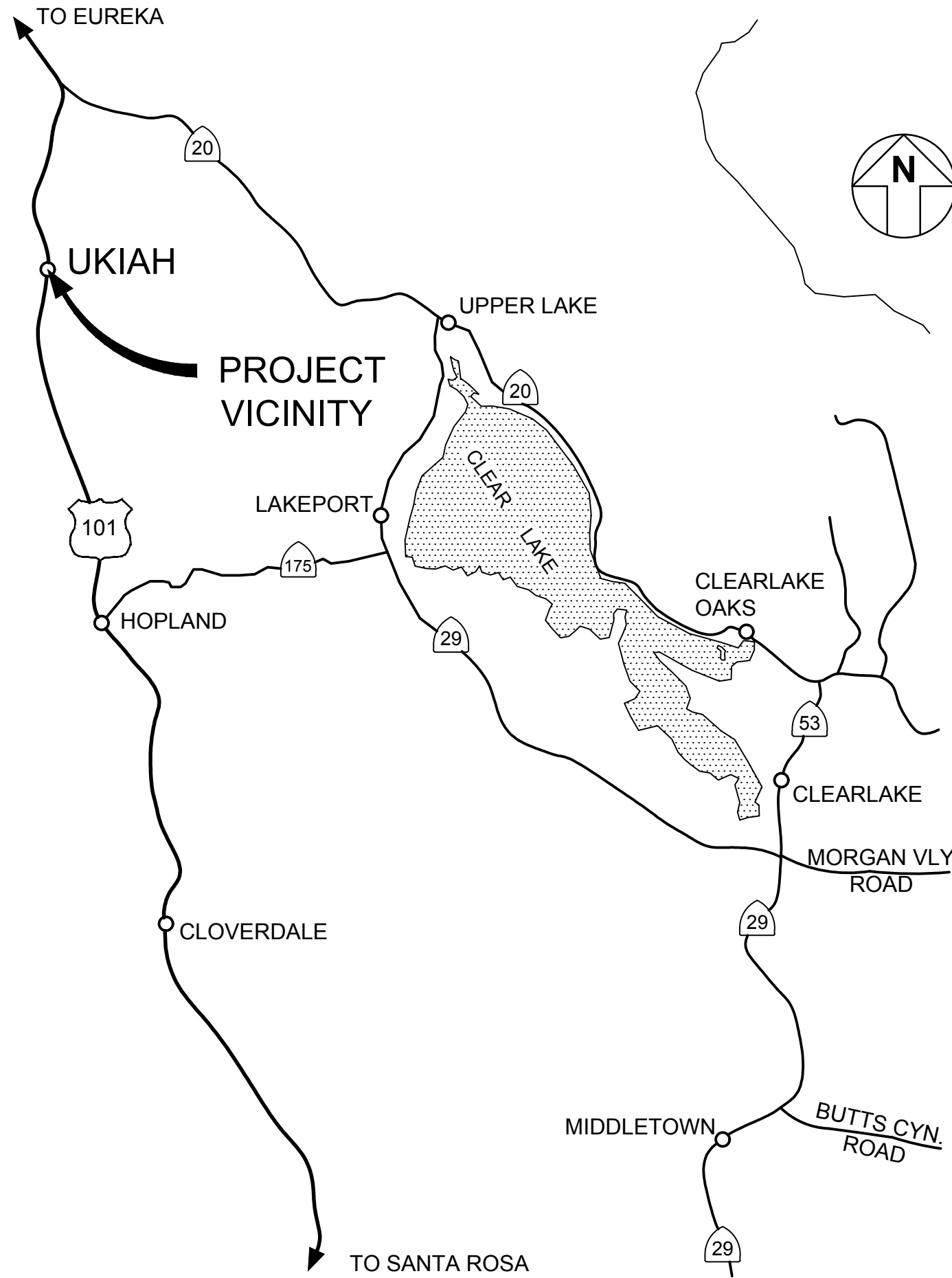
THE STANDARD PLAN LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE SPECIAL PROVISIONS BOOK.

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)
OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

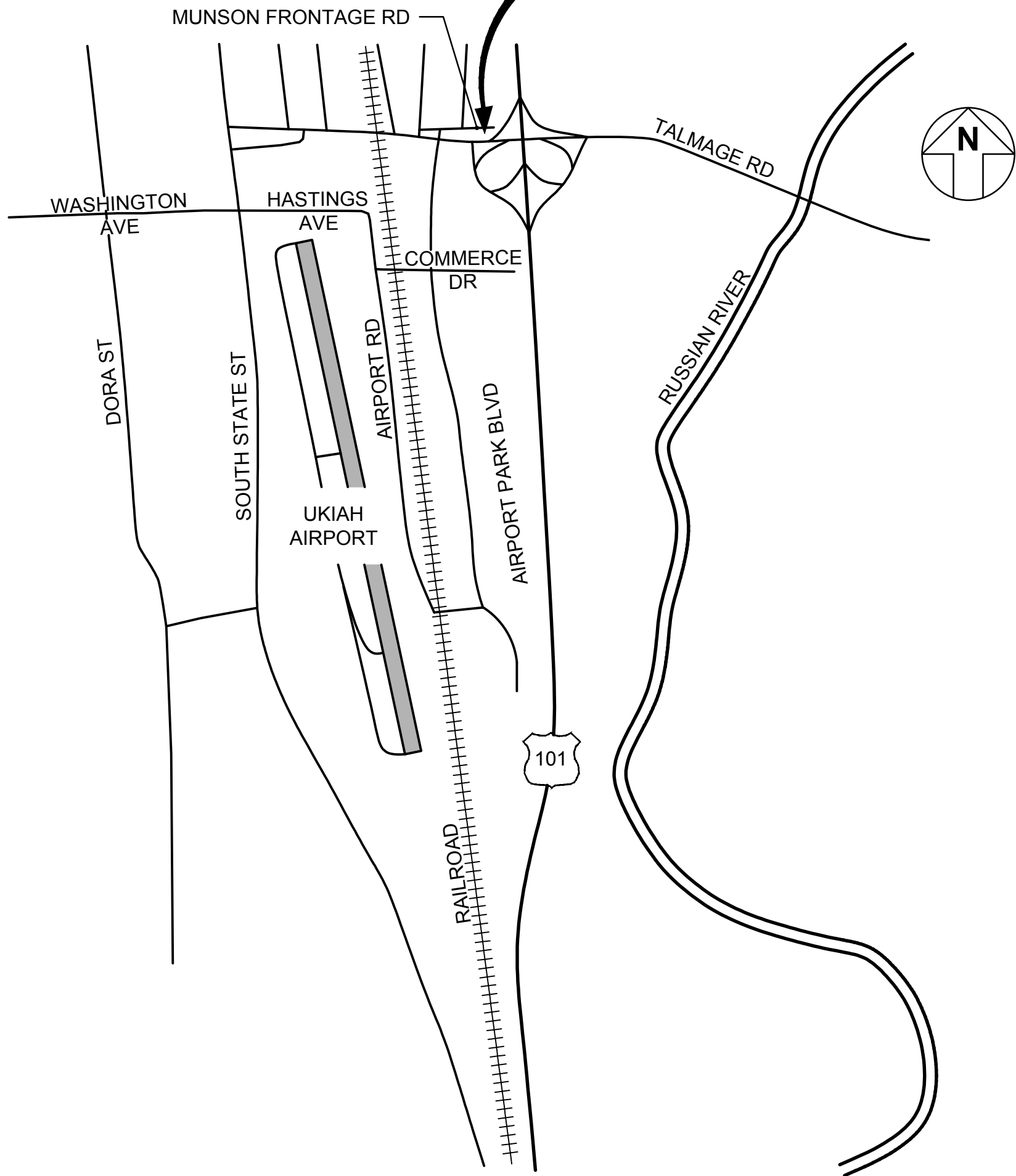
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
TALMAGE ROAD INTERCHANGE
IN THE CITY OF UKIAH,
MENDOCINO COUNTY
CITY OF UKIAH SPECIFICATION NO. 17-07

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2015

JULY 2017



VICINITY MAP
NTS

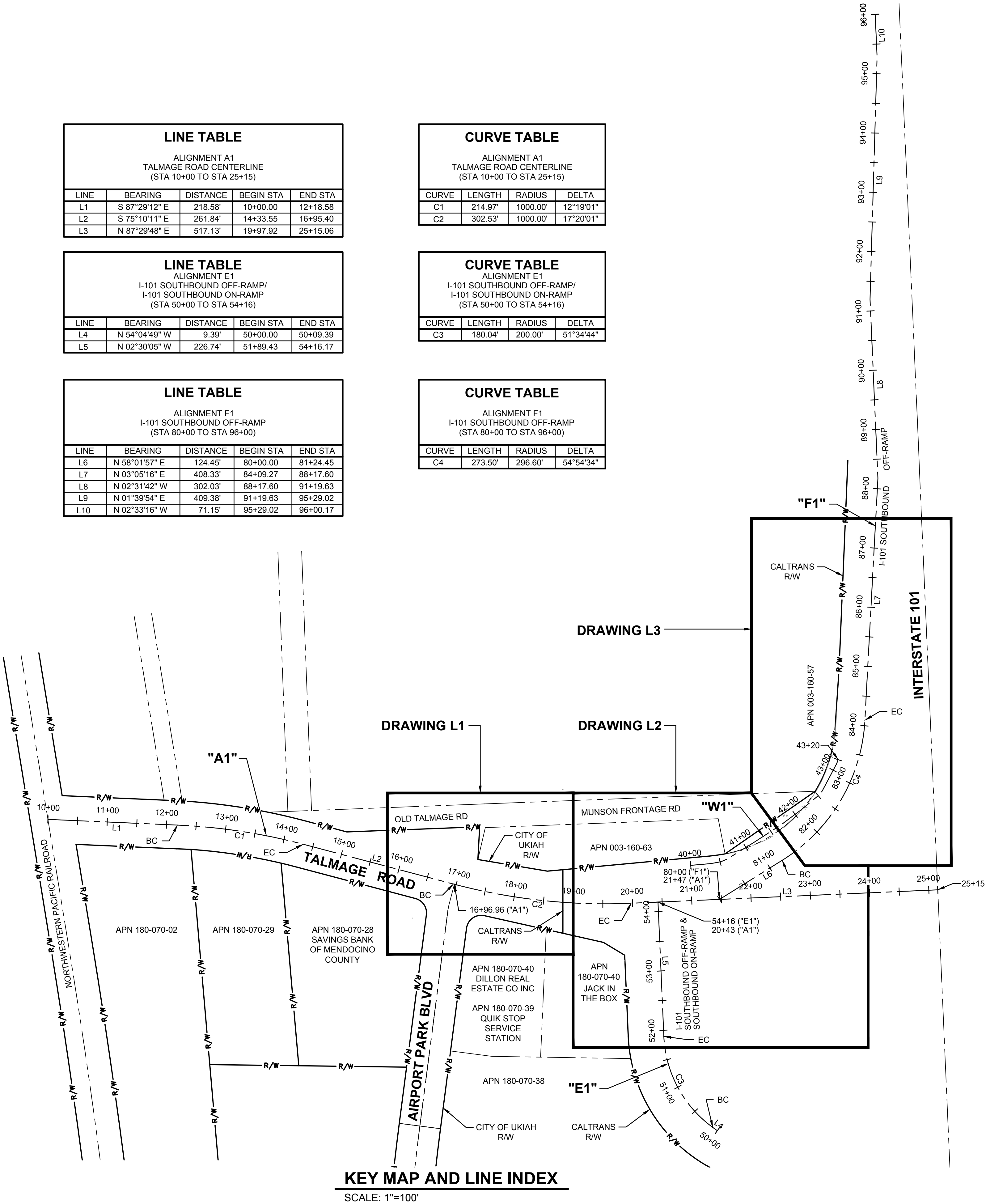


LOCATION MAP
NTS

Matthew G. Kennedy
PROJECT ENGINEER
REGISTERED CIVIL ENGINEER
7/20/2017
DATE
REGISTERED PROFESSIONAL ENGINEER
MATTHEW GLEN KENNEDY
No. C68304
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA

PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS
OFFICERS OR AGENTS SHALL NOT BE
RESPONSIBLE FOR THE ACCURACY OR
COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

GHD INC. 2235 MERCURY WAY SUITE 150, SANTA ROSA, CA 95407	
CONTRACT No.	
PROJECT ID	



LINE TABLE				
ALIGNMENT A1 TALMAGE ROAD CENTERLINE (STA 10+00 TO STA 25+15)				
LINE	BEARING	DISTANCE	BEGIN STA	END STA
L1	S 87°29'12" E	218.58'	10+00.00	12+18.58
L2	S 75°10'11" E	261.84'	14+33.55	16+95.40
L3	N 87°29'48" E	517.13'	19+97.92	25+15.06

CURVE TABLE			
ALIGNMENT A1 TALMAGE ROAD CENTERLINE (STA 10+00 TO STA 25+15)			
CURVE	LENGTH	RADIUS	DELTA
C1	214.97'	1000.00'	12°19'01"
C2	302.53'	1000.00'	17°20'01"

LINE TABLE				
ALIGNMENT E1 I-101 SOUTHBOUND OFF-RAMP/ I-101 SOUTHBOUND ON-RAMP (STA 50+00 TO STA 54+16)				
LINE	BEARING	DISTANCE	BEGIN STA	END STA
L4	N 54°04'49" W	9.39'	50+00.00	50+09.39
L5	N 02°30'05" W	226.74'	51+89.43	54+16.17

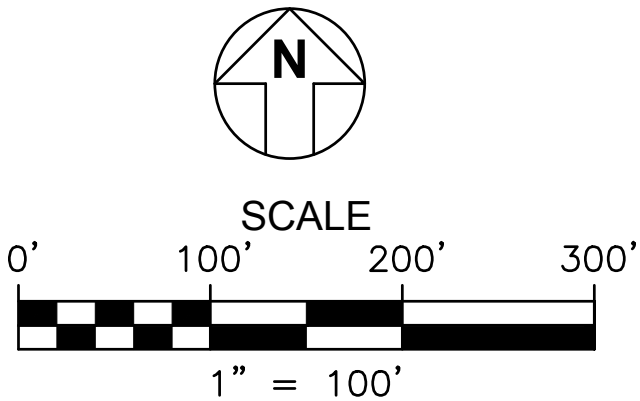
CURVE TABLE			
ALIGNMENT E1 I-101 SOUTHBOUND OFF-RAMP/ I-101 SOUTHBOUND ON-RAMP (STA 50+00 TO STA 54+16)			
CURVE	LENGTH	RADIUS	DELTA
C3	180.04'	200.00'	51°34'44"

LINE TABLE				
ALIGNMENT F1 I-101 SOUTHBOUND OFF-RAMP (STA 80+00 TO STA 96+00)				
LINE	BEARING	DISTANCE	BEGIN STA	END STA
L6	N 58°01'57" E	124.45'	80+00.00	81+24.45
L7	N 03°05'16" E	408.33'	84+09.27	88+17.60
L8	N 02°31'42" W	302.03'	88+17.60	91+19.63
L9	N 01°39'54" E	409.38'	91+19.63	95+29.02
L10	N 02°33'16" W	71.15'	95+29.02	96+00.17

CURVE TABLE			
ALIGNMENT F1 I-101 SOUTHBOUND OFF-RAMP (STA 80+00 TO STA 96+00)			
CURVE	LENGTH	RADIUS	DELTA
C4	273.50'	296.60'	54°54'34"

COORDINATE TABLE				
ALIGNMENT	STATION	NORTHING	EASTING	DESCRIPTION
A1	10+00	2177862.67	6221029.03	BEGIN
A1	16+97	2177753.32	6221714.14	INTERSECTION AIRPORT PARK BLVD CENTERLINE
A1	25+15	2177743.95	6222528.90	END
E1	50+00	2177338.06	6222157.32	BEGIN
E1	54+16	2177723.33	6222057.35	END
F1	80+00	2177727.87	6222161.15	BEGIN
F1	96+00	2179219.49	6222423.45	END
W1	40+00	2177785.24	6222112.47	BEGIN WALL
W1	43+20	2177963.38	6222360.93	END WALL

LINE TABLE				
ALIGNMENT W1 RETAINING WALL CENTERLINE (STA 40+00 TO STA 43+20)				
LINE	BEARING	DISTANCE	BEGIN STA	END STA
L11	N85°00'20"E	35'	40+00	40+35
L12	N79°29'58"E	17'	40+35	40+52
L13	N64°44'29"E	13'	40+52	40+65
L14	N58°01'05"E	54'	40+65	41+19
L15	N57°03'13"E	51'	41+19	41+70
L16	N53°16'11"E	41'	41+70	42+11
L17	N50°31'18"E	45'	42+11	42+56
L18	N27°49'13"E	58'	42+56	43+14
L19	N18°46'51"E	6'	43+14	43+20



ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN

KEYMAP AND LINE INDEX

K-1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	3	35

REGISTERED CIVIL ENGINEER

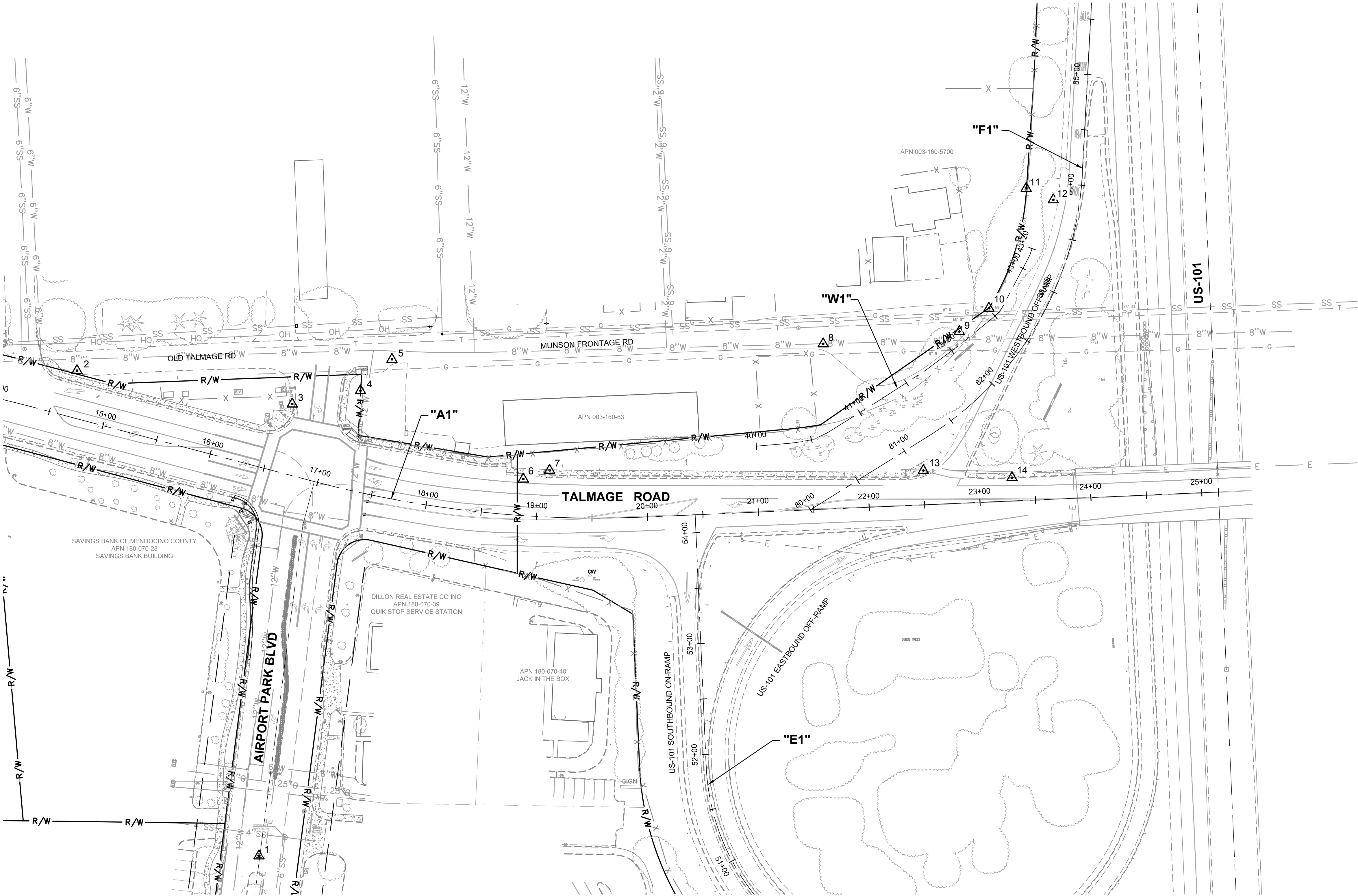
7/20/2017
DATE

PLANS APPROVAL DATE

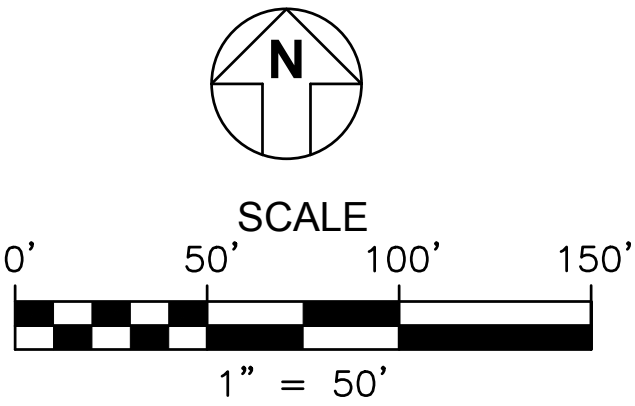
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TALMAGE INTERCHANGE
UKIAH, CA 95481



CONSTRUCTION SURVEY CONTROL MAP
SCALE: 1"=50'



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	4	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

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△ CONTROL POINT DATA				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2177415.78	6221664.25	597.49	PK NAIL
2	2177853.32	6221500.25	601.33	PK NAIL
3	2177823.21	6221694.25	599.62	PK NAIL
4	2177835.15	6221755.70	598.88	PK NAIL
5	2177863.50	6221784.05	593.44	PK NAIL
6	2177755.53	6221902.44	597.16	PK NAIL
7	2177763.45	6221926.12	597.39	PK NAIL
8	2177877.45	6222172.65	594.67	PK NAIL
9	2177888.54	6222295.39	593.44	PK NAIL
10	2177909.57	6222322.00	592.89	1/2" REBAR
11	2178017.69	6222355.61	592.74	1/2" REBAR
12	2178007.29	6222380.08	591.73	PK NAIL
13	2177763.25	6222262.94	605.62	PK NAIL
14	2177756.78	6222295.39	609.12	MONUMENT

SHEET NOTES

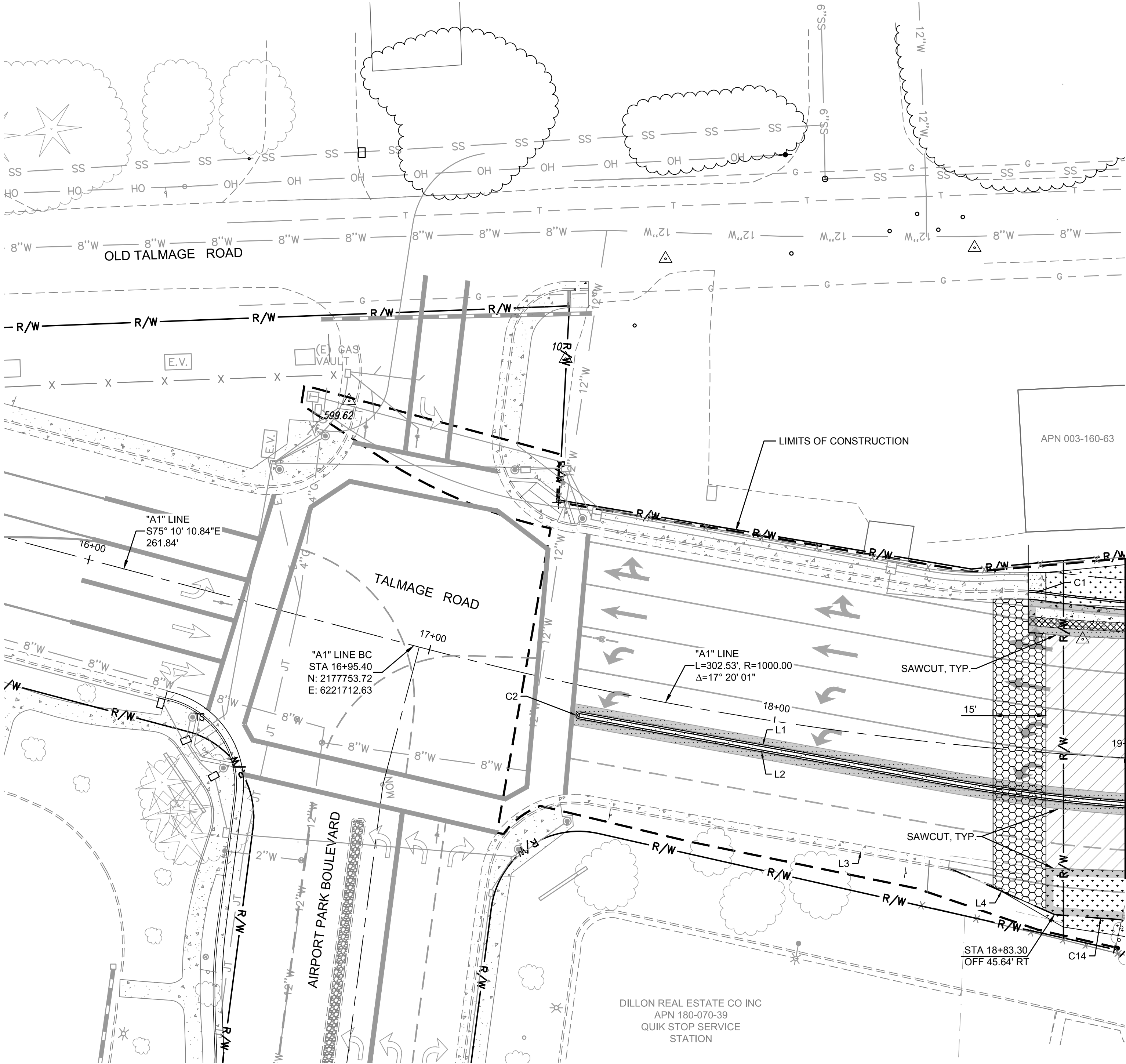
1. HORIZONTAL DATUM-BETWEEN FOUND HPGN POINTS
DESIGNATED AS UKIAH AIRPORT RESET AND HPGN D CA 01 CG.
USE COMBINED SCALE FACTOR 0.99991502 WITH EPOCH DATE
2007.00. USE RECIPROCAL 1.00008498722 TO ACHIEVE GROUND
DISTANCES.

2. VERTICAL DATUM-BASED ON NGS BENCH MARK DESIGNATED
AS UKIAH RESET NGVD 1929.

3. SURVEY CONTROL INFORMATION FOR DRAWING G-004,
"SURVEY CONTROL DIAGRAM," PROVIDED BY RAU AND
ASSOCIATES, INC.

LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM
THE BEST INFORMATION AVAILABLE. EXACT LOCATION AND
COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL
NOTIFY UNDERGROUND SERVICES ALERT (800) 227-2600 A
MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION AND
POTHOLE FOR EXACT LOCATION.

PROJECT CONTROL
PC-1



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	105.47	N79° 46' 26.18"W
L2	105.47	N79° 46' 26.18"W
L3	50.70	N79° 46' 17.56"W
L4	32.85	N66° 13' 20.37"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.96	50.00	4° 32' 36"
C2	3.14	1.00	180° 00' 06"
C14	33.59	809.37	2° 22' 41"

DEMOLITION LEGEND	
	REMOVE HMA/AC PAVEMENT AND BASE
	REMOVE CONCRETE
	REMOVE LANDSCAPING / CLEAR AND GRUB
	REMOVE CONCRETE CURB AND GUTTER
	CONFORM GRIND (SEE CONSTRUCTION DETAILS)

PROPOSED LEGEND	
	PROPOSED HMA PAVEMENT AREA
	PROPOSED HMA OVERLAY
	PROPOSED CURB AND GUTTER
	PROPOSED CURB
	PROPOSED EDGE OF PAVEMENT
	LIMITS OF CONSTRUCTION

Dist01COUNTYMENROUTE101, SR222POST MILESTOTAL PROJECTR23.33-R23.58L0.4-L0.5SHEET No.5TOTAL SHEETS35

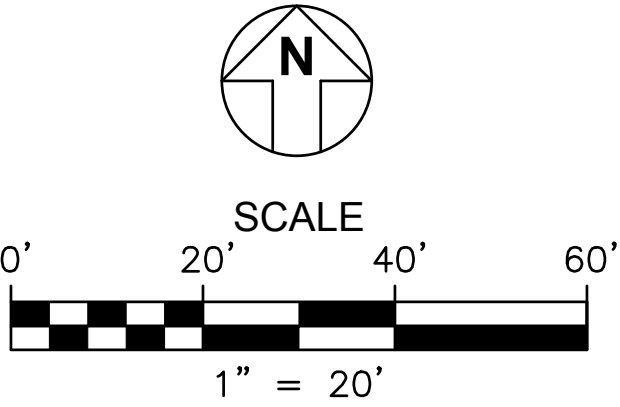
7/20/2017

REGISTERED CIVIL ENGINEERDATE

PLANS APPROVAL DATE

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2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

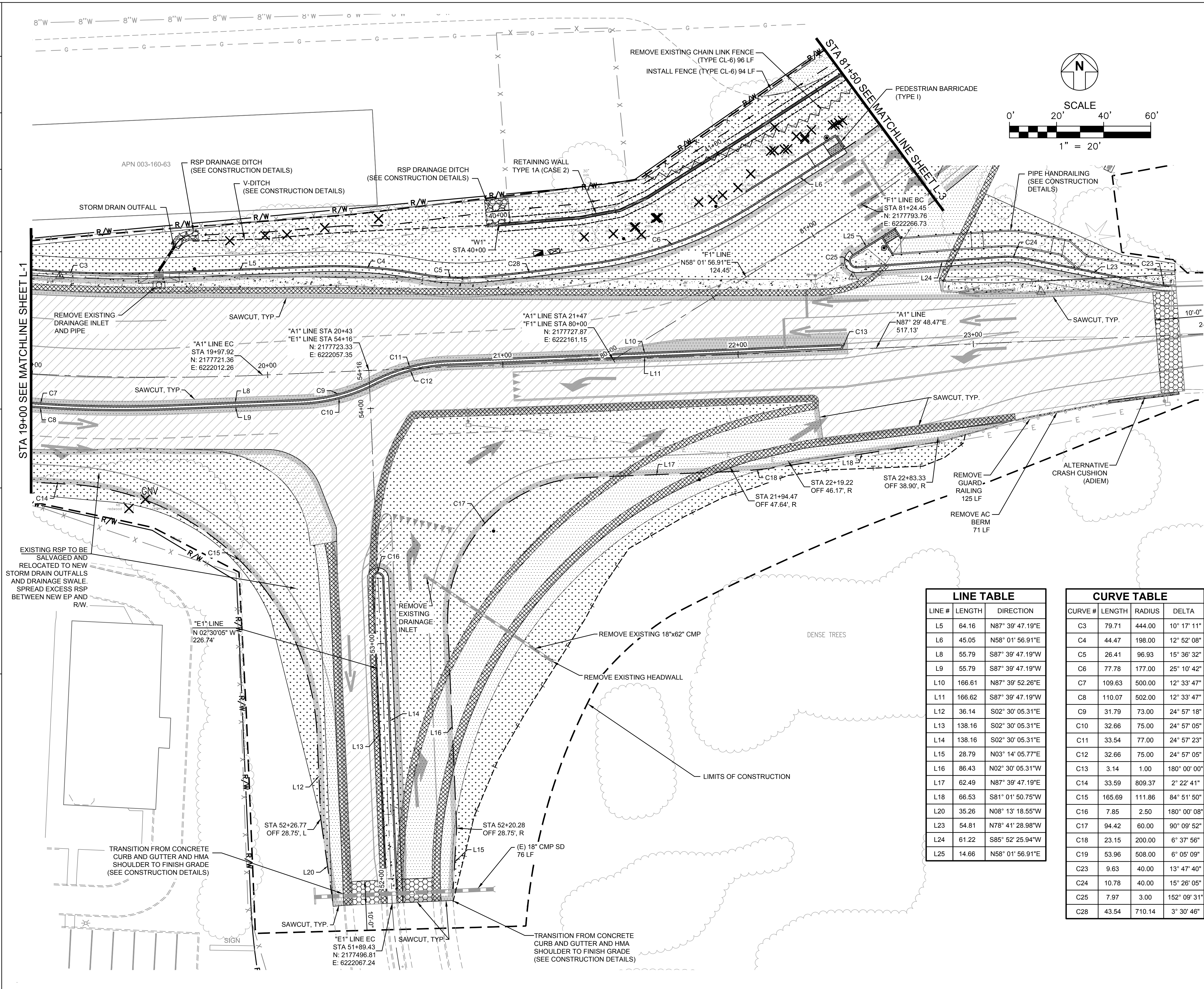


- NOTES:
- FOR ADDITIONAL LAYOUT INFORMATION SEE CONSTRUCTION DETAILS.

NOTE: LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM THE BEST INFORMATION AVAILABLE. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (800) 227-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION AND POTHOLE FOR EXACT LOCATION.

LAYOUT 1

L-1



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	6	35



REGISTERED CIVIL ENGINEER

7/20/2017

DATE

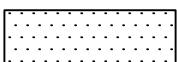
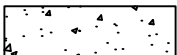
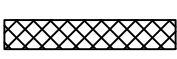
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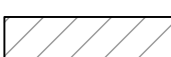


GHD INC. 2235 MERCURY WAY, STE 150 SANTA ROSA, CA 95407	TALMAGE INTERCHANGE UKIAH, CA 95481
---	--

DEMOLITION LEGEND

	REMOVE HMA/AC PAVEMENT AND BASE
	REMOVE CONCRETE
	REMOVE LANDSCAPING / CLEAR AND GRUB
	REMOVE CONCRETE CURB AND GUTTER
	CONFORM GRIND (SEE CONSTRUCTION DETAILS)
	REMOVE EXISTING FENCE
	REMOVE EXISTING TREE

PROPOSED LEGEND

	PROPOSED HMA PAVEMENT AREA
	PROPOSED HMA OVERLAY
	PROPOSED CURB AND GUTTER
	PROPOSED CURB
	PROPOSED EDGE OF PAVEMENT
	LIMITS OF CONSTRUCTION
	PROPOSED FENCE

NOTES:

1. FOR ADDITIONAL LAYOUT INFORMATION SEE CONSTRUCTION DETAILS.

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	9	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

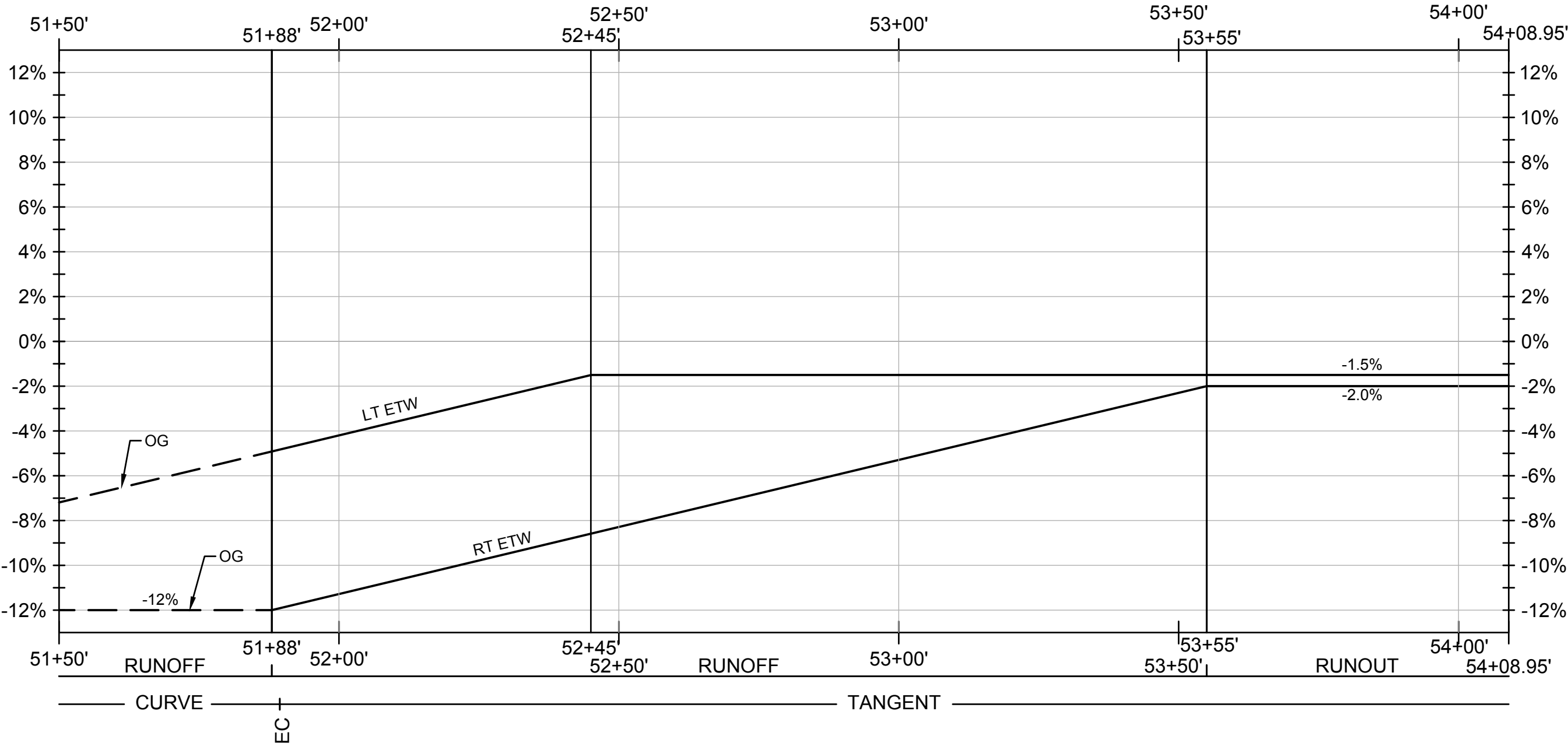
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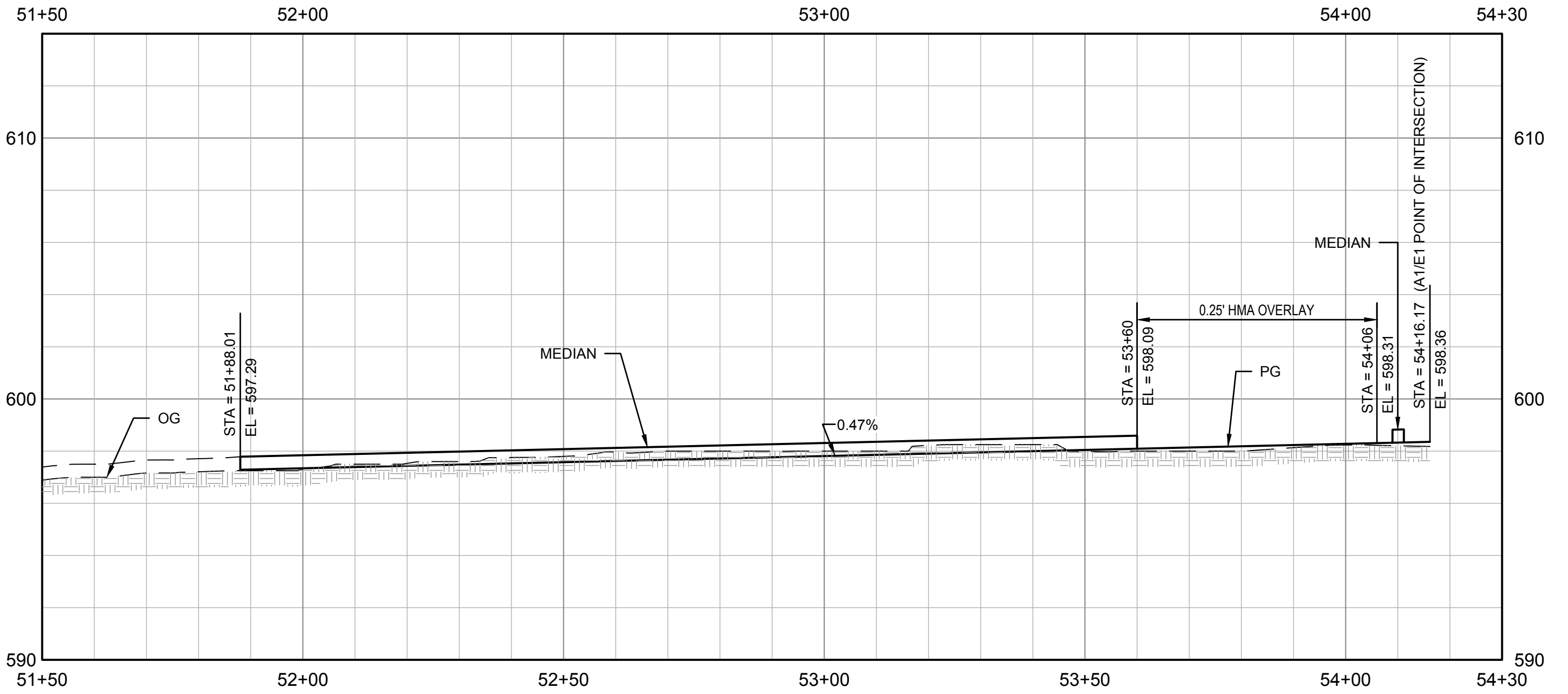
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SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

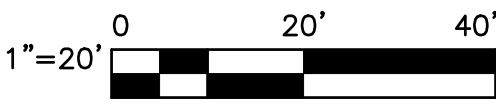




SUPERELEVATION DIAGRAM
"E1" LINE
SOUTHBOUND ON/OFF RAMP FROM TALMAGE ROAD (SR222)
HORIZONTAL SCALE: 1"=20'



PROFILE
"E1" LINE
SOUTHBOUND ON/OFF RAMP FROM TALMAGE ROAD (SR222)
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



PROFILE AND
SUPERELEVATION DIAGRAM 2
PS-2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	10	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

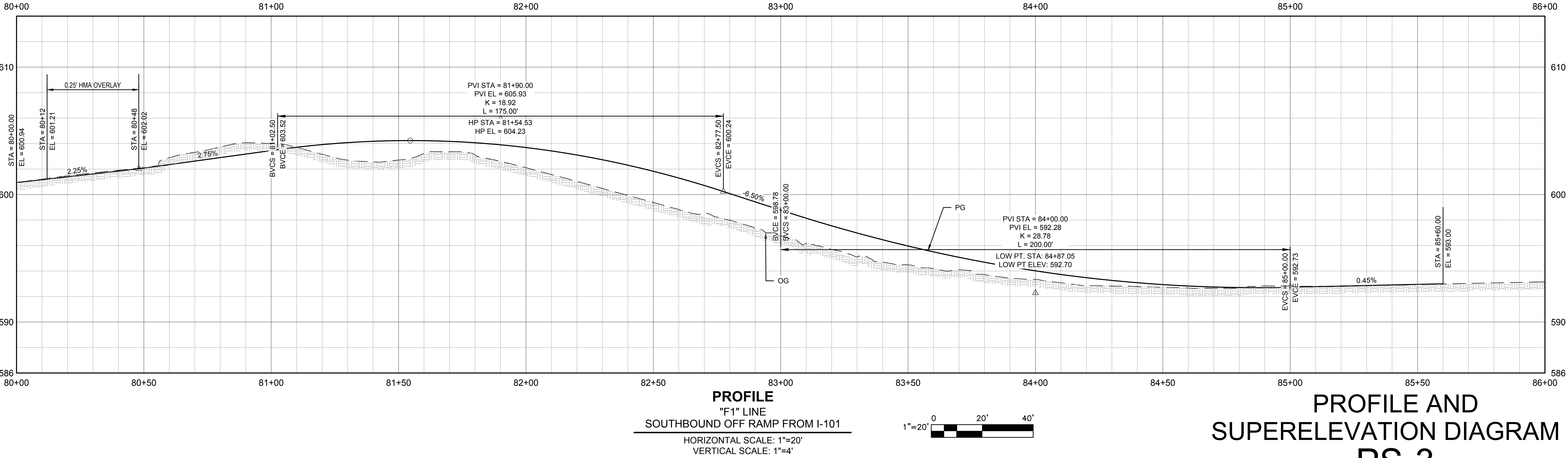
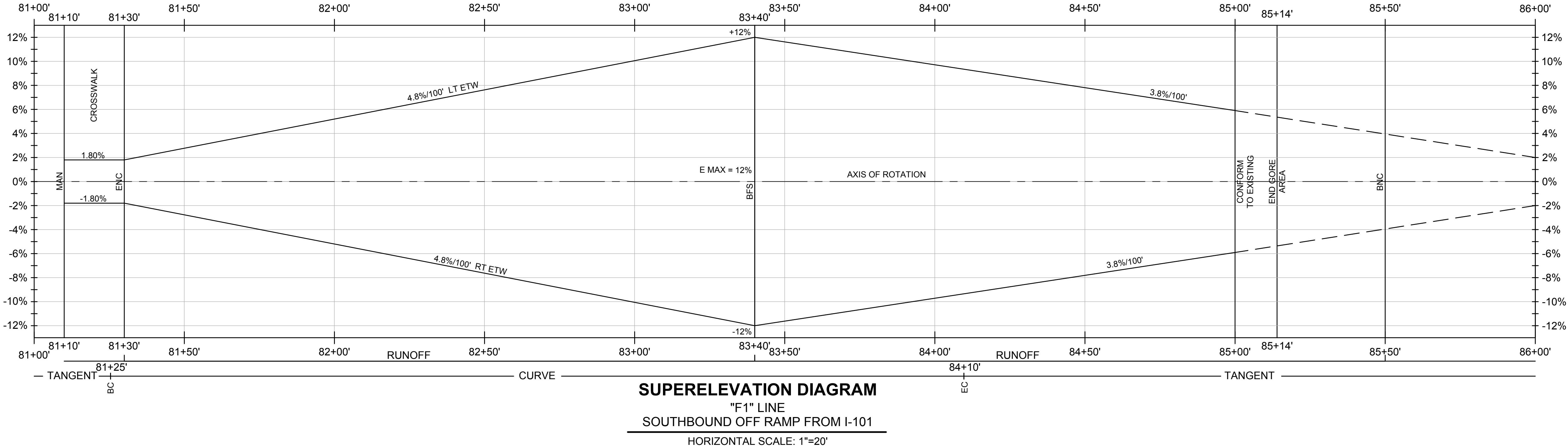
PLANS APPROVAL DATE

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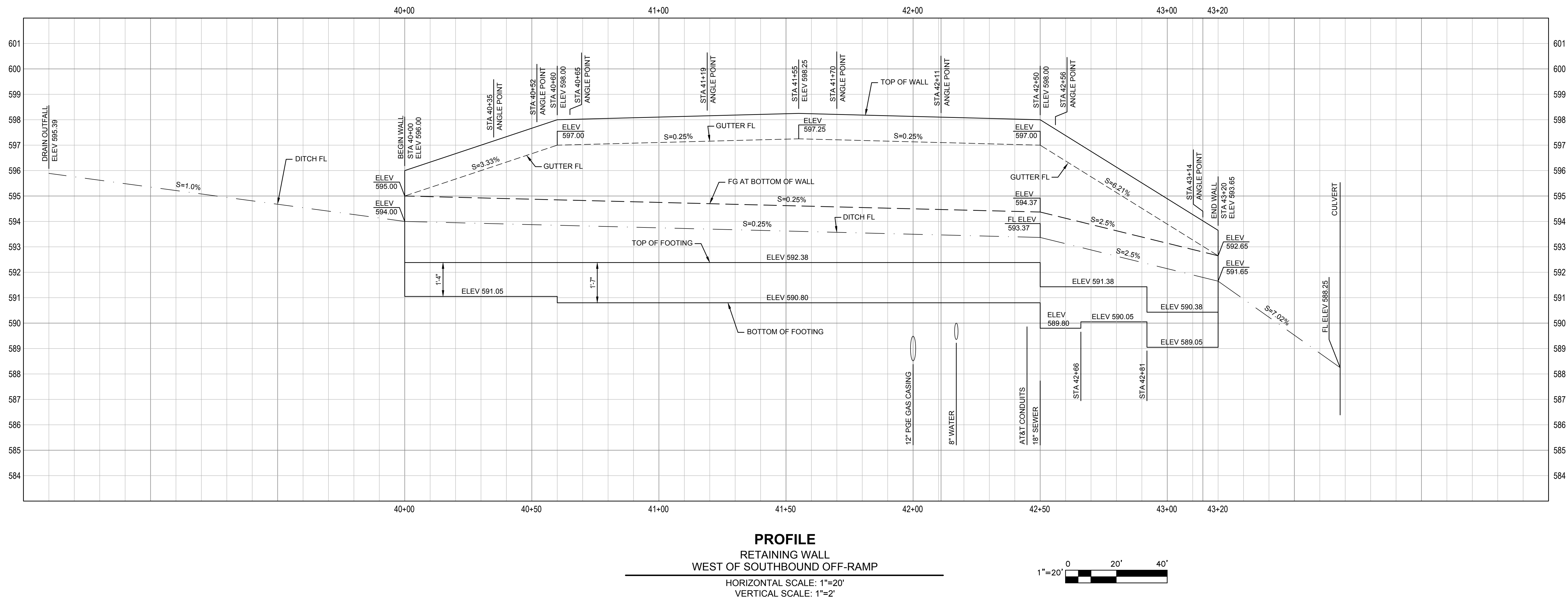
TALMAGE INTERCHANGE
UKIAH, CA 95481

REGISTERED PROFESSIONAL ENGINEER
MATTHEW GLEN KENNEDY
No. C68304
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA



PROFILE AND SUPERELEVATION DIAGRAM 3 PS-3

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	11	35
 REGISTERED CIVIL ENGINEER			7/20/2017 DATE		
_____ PLANS APPROVAL DATE					
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RETAINING WALL PROFILE

PS-4

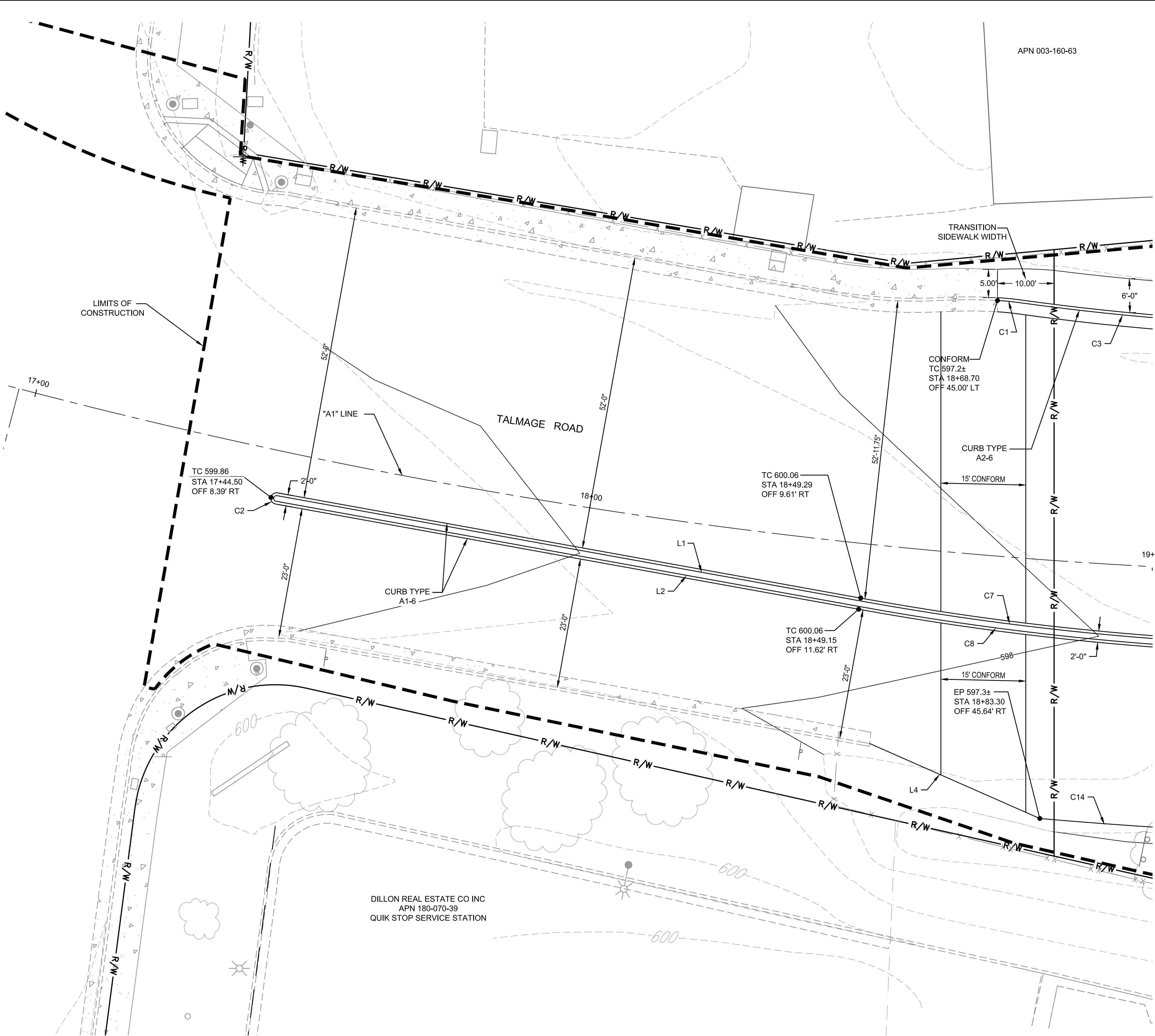
LAST REVISION	DATE PLOTTED =>	7/20/2017
075 J-2017	TIME PLOTTED =>	11:10 AM

LAST REVISION	DATE PLOTTED =>	7/20/2017
07/20/2017	TIME PLOTTED =>	11:10 AM

NOTES:

1. VARY OVERLAY THICKNESS ON "E1" ALIGNMENT SB ON-RAMP BETWEEN STA 52+00 AND 53+50 TO ACHIEVE MINIMUM 1.5% AND A MAXIMUM 3.0% TRAVELED WAY CROSS-SLOPE.

ROADWAY
CROSS SECTIONS 2
ALIGNMENT "E1" & "F1"
XS-2



Dist01COUNTYMENROUTE101, SR222POST MILESTOTAL PROJECTR23.33-R23.58L0.4-L0.5SHEET No.14TOTAL SHEETS35

REGISTERED CIVIL ENGINEER

7/20/2017

DATE

PLANS APPROVAL DATE

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TALMAGE INTERCHANGE
UKIAH, CA 95481

0'10'20'30'

1" = 10'

(N) HMA SECTION

VARIES (8'-10')

(E) AC PAVEMENT

0.25" HMA OVERLAY

EXISTING AC PAVEMENT

EXISTING AB

TYPICAL CONFORM GRIND

NOT TO SCALE

(E) TYPE E CURB

(E) CONCRETE SHOULDER

REMOVE CONCRETE SHOULDER

REMOVE CONCRETE CURB

10' TRANSITION

1/2"

CONCRETE CURB AND SHOULDER TO FINISH GRADE TRANSITION

NOT TO SCALE

ETW RAMP TO WB TALMAGE RD

ES RAMP TO WB TALMAGE RD

ES RAMP TO EB TALMAGE RD

ETW RAMP TO EB TALMAGE RD

ES MAINLINE

(E) CONCRETE SHOULDER

(E) TYPE E CONCRETE CURB

(E) TYPE B-2 OR TYPE E CONCRETE CURB

(E) TYPE E CONCRETE CURB

8" MINOR CONCRETE (STAMPED CONCRETE)

(E) TYPE B-2 CONCRETE CURB

(E) DIKE

VAR 4.0' TO 16.0'

VAR

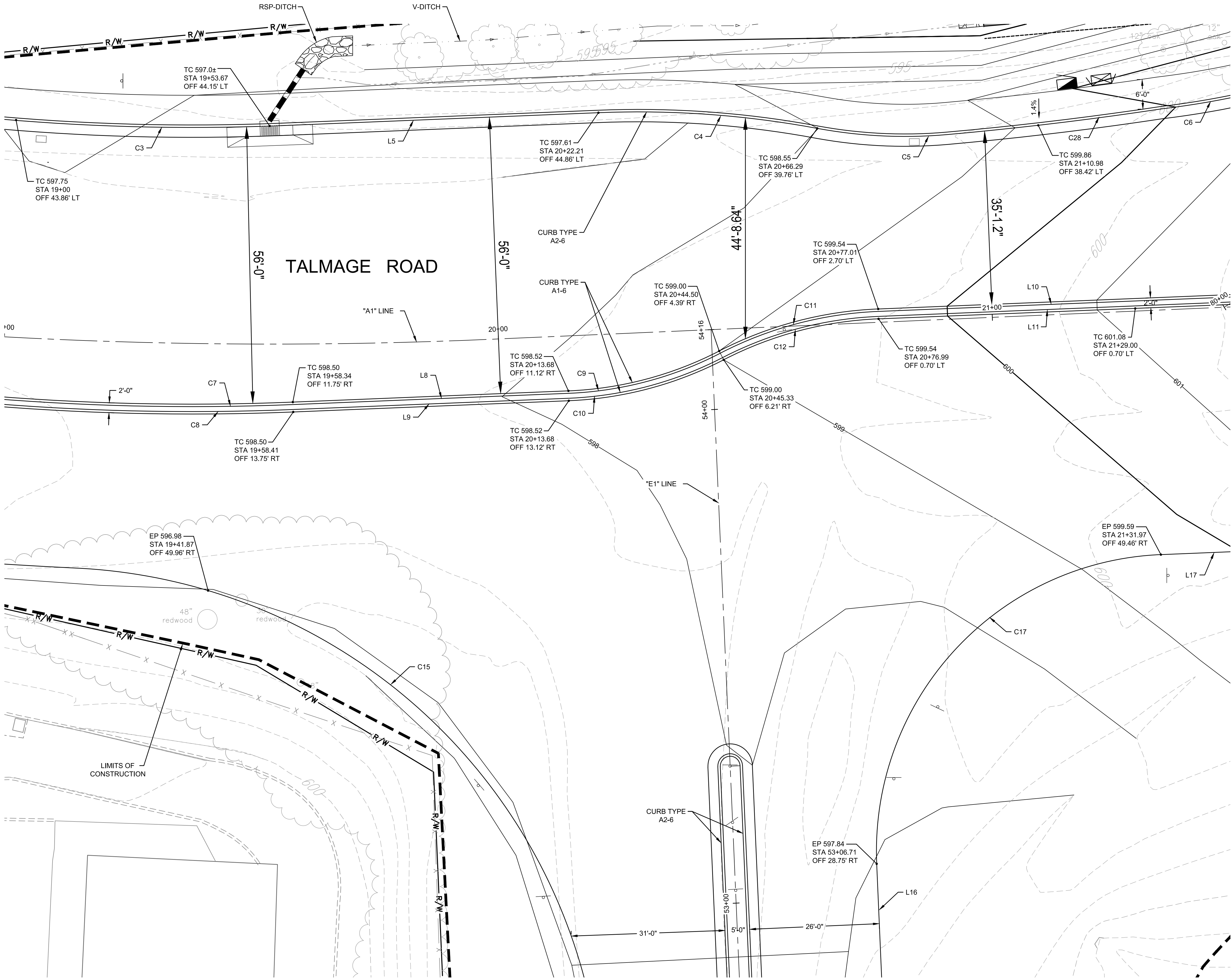
OG

"F1" STA 85+14 TO "F1" STA 86+50

STAMPED CONCRETE (AT RAMP GORE AREA)

NOT TO SCALE

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DETAIL 2
SCALE: 1"=10'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	15	35

REGISTERED CIVIL ENGINEER

DATE

7/20/2017

PLANS APPROVAL DATE

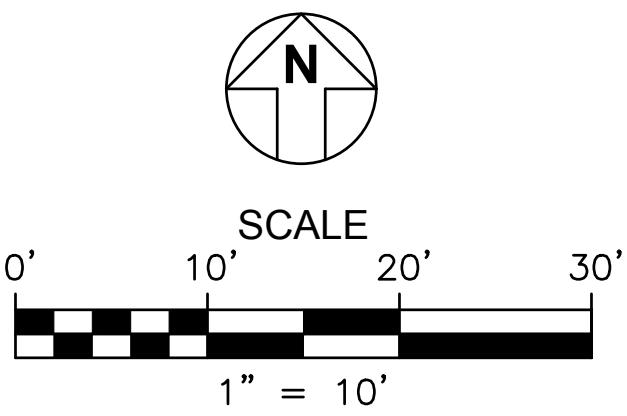
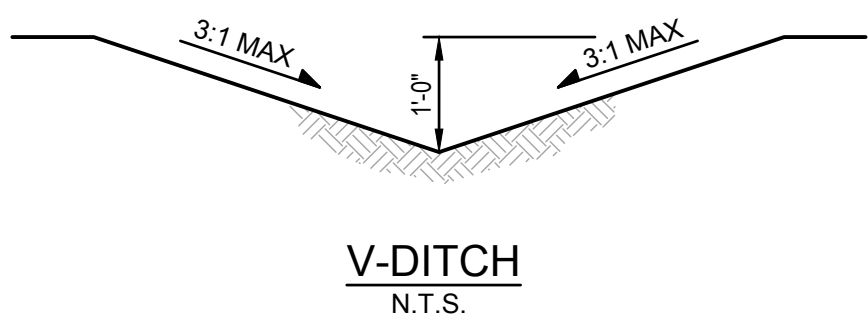
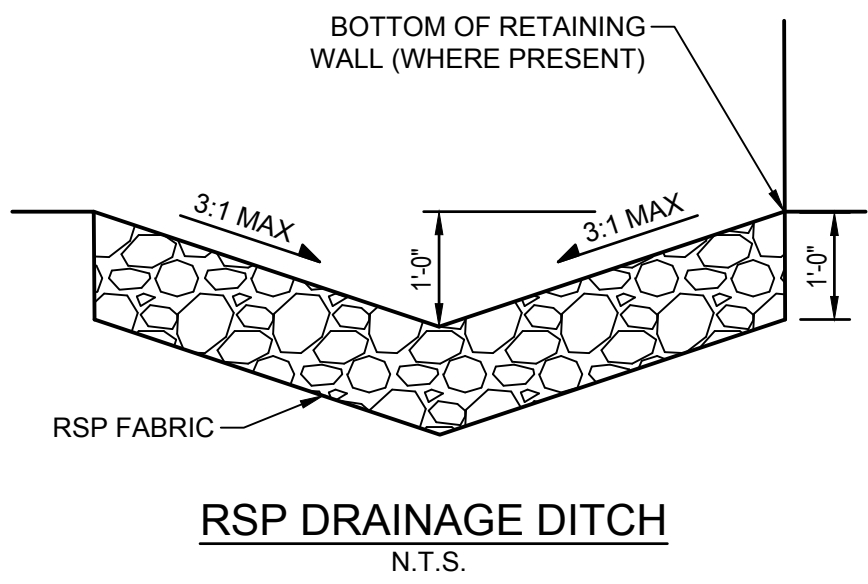
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REGISTERED PROFESSIONAL ENGINEER
MATTHEW GLEN KENNEDY
No. C68304
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA

GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

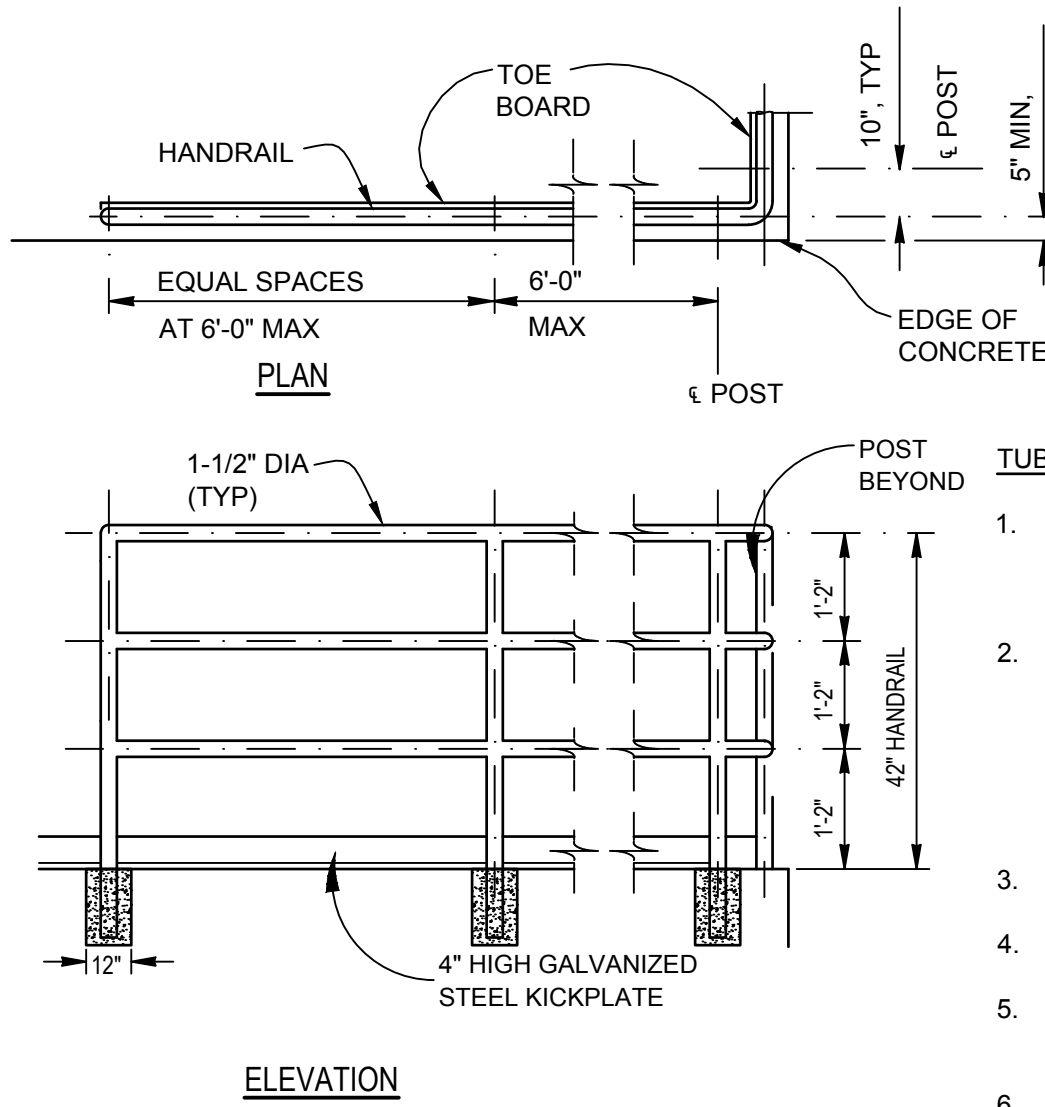
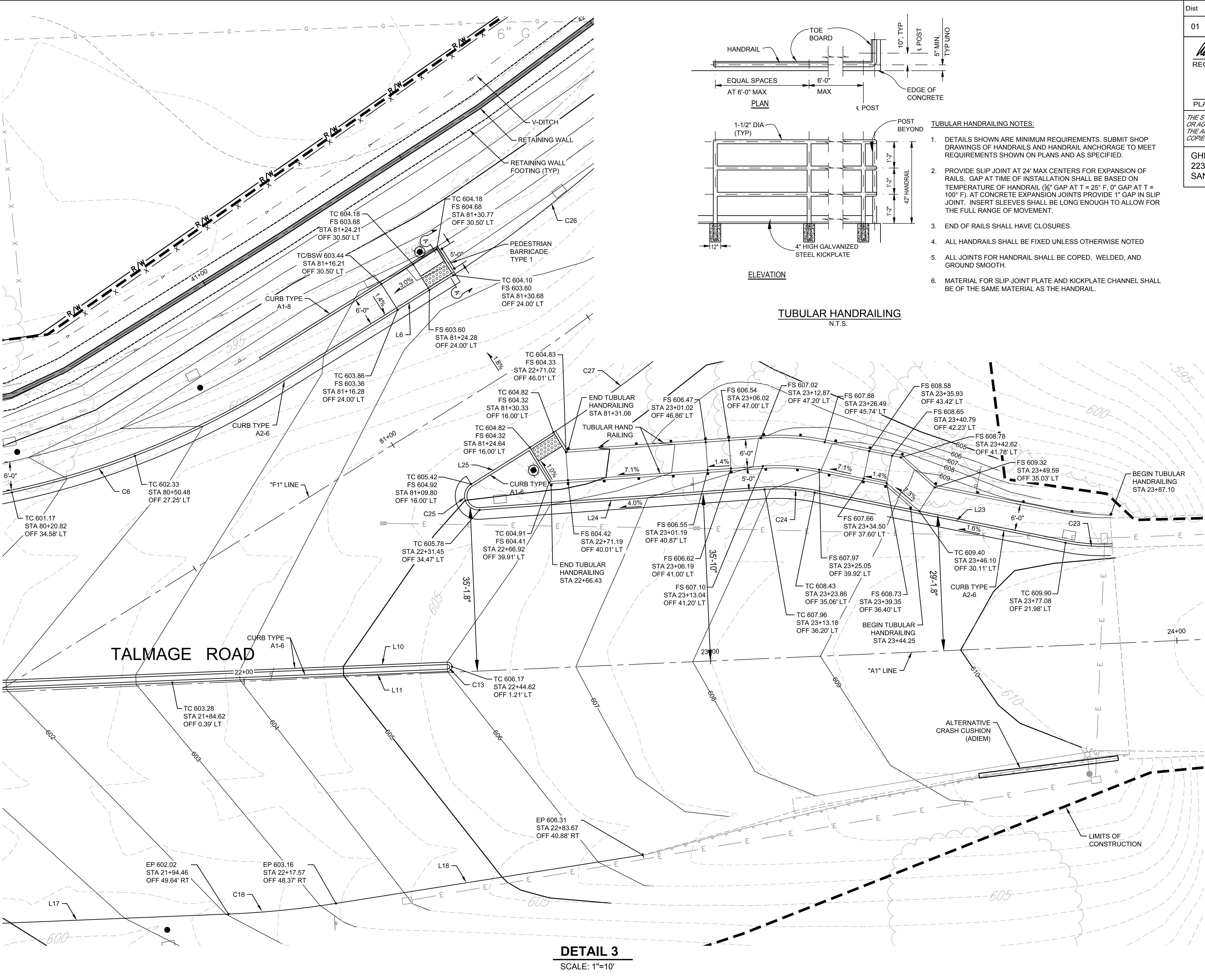
TALMAGE INTERCHANGE
UKIAH, CA 95481

- NOTES:
- TOPOGRAPHIC CONTOURS SHOWN ARE APPROXIMATE.
 - SEE LAYOUT DRAWINGS FOR LINE AND CURVE DATA.

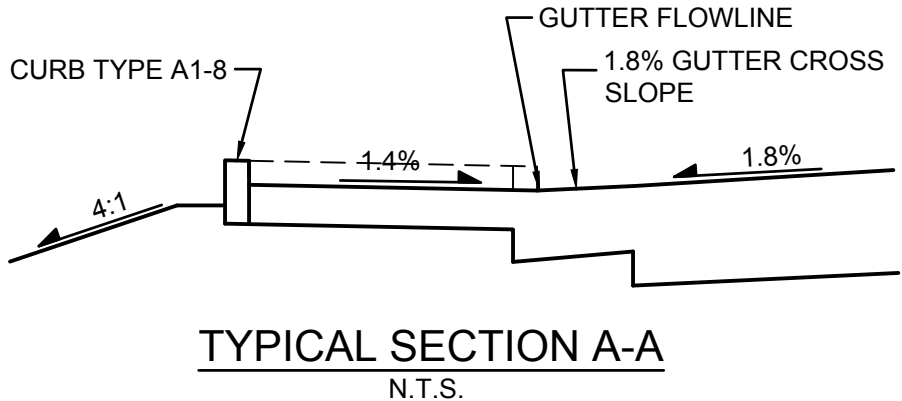


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CONSTRUCTION DETAILS 2 C-2



- TUBULAR HANDRAILING NOTES:**
1. DETAILS SHOWN ARE MINIMUM REQUIREMENTS. SUBMIT SHOP DRAWINGS OF HANDRAILS AND HANDRAIL ANCHORAGE TO MEET REQUIREMENTS SHOWN ON PLANS AND AS SPECIFIED.
 2. PROVIDE SLIP JOINT AT 24' MAX CENTERS FOR EXPANSION OF RAILS. GAP AT TIME OF INSTALLATION SHALL BE BASED ON TEMPERATURE OF HANDRAIL (3/4" GAP AT T = 25° F, 0" GAP AT T = 100° F). AT CONCRETE EXPANSION JOINTS PROVIDE 1" GAP IN SLIP JOINT. INSERT SLEEVES SHALL BE LONG ENOUGH TO ALLOW FOR THE FULL RANGE OF MOVEMENT.
 3. END OF RAILS SHALL HAVE CLOSURES.
 4. ALL HANDRAILS SHALL BE FIXED UNLESS OTHERWISE NOTED
 5. ALL JOINTS FOR HANDRAIL SHALL BE COPED, WELDED, AND GROUND SMOOTH.
 6. MATERIAL FOR SLIP JOINT PLATE AND KICKPLATE CHANNEL SHALL BE OF THE SAME MATERIAL AS THE HANDRAIL.



- NOTES:**
1. SEE NOTES 10 AND 11 ON CALTRANS STANDARD PLAN A88A FOR TRUNCATED DOME DETECTABLE WARNING SURFACE INSTALLATION REQUIREMENTS.
 2. TOPOGRAPHIC CONTOURS SHOWN ARE APPROXIMATE.
 3. SEE LAYOUT DRAWINGS FOR LINE AND CURVE DATA.



NOTE: LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM THE BEST INFORMATION AVAILABLE. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (800) 227-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION AND POTHOLE FOR EXACT LOCATION.

CONSTRUCTION DETAILS 3 C-3



WATER POLLUTION CONTROL PLAN
SCALE: 1"=50'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	17	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

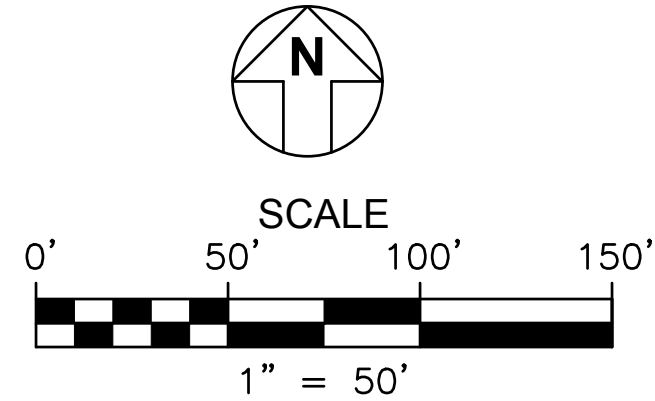
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UKIAH, CA 95481



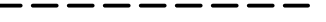


LEGEND

 DIRECTION OF FLOW

 TEMPORARY SILT FENCE
PER STD PLAN T60

 TEMPORARY INLET PROTECTION
1 PER STD PLAN T62 (SAG POINT)
2 PER STD PLAN T63 (TYPE 4A)

 LIMITS OF CONSTRUCTION

SHEET NOTES

1. THESE PLANS SHOW MINIMUM LEVELS OF TEMPORARY WATER POLLUTION CONTROL DURING THE CONSTRUCTION OF PROJECT. ADJUSTMENT/MODIFICATIONS SHALL BE MADE IN REGARD TO ADDRESS ACTUAL SITE CONDITIONS AS DIRECTED BY ENGINEER.

2. FOR ACCURATE RIGHT OF WAY AND ACCESS DATA CONTACT RIGHT OF WAY ENGINEER AT DISTRICT OFFICE.

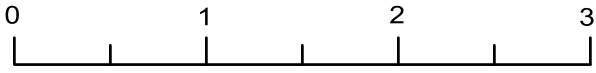
WATER POLLUTION
CONTROL PLAN 1
WPC-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION <i>Caltrans</i>	CONSULTANT FUNCTIONAL SUPERVISOR MATTHEW G. KENNEDY	CALCULATED- DESIGNED BY CHECKED BY	STEVE GRUPICO MATTHEW G. KENNEDY	REVISED BY DATE REVISED		

BORDER LAST REVISED 7/2/2010

USERNAME => mgkennedy
DGN FILE => 02502-8410035-18 G1-G3.dwg

RELATIVE BORDER SCALE
IS IN INCHES



UNIT 0000

PROJECT NUMBER & PHASE

02502-8410035

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	19	35

REGISTERED CIVIL ENGINEER

7/20/2017
DATE

PLANS APPROVAL DATE

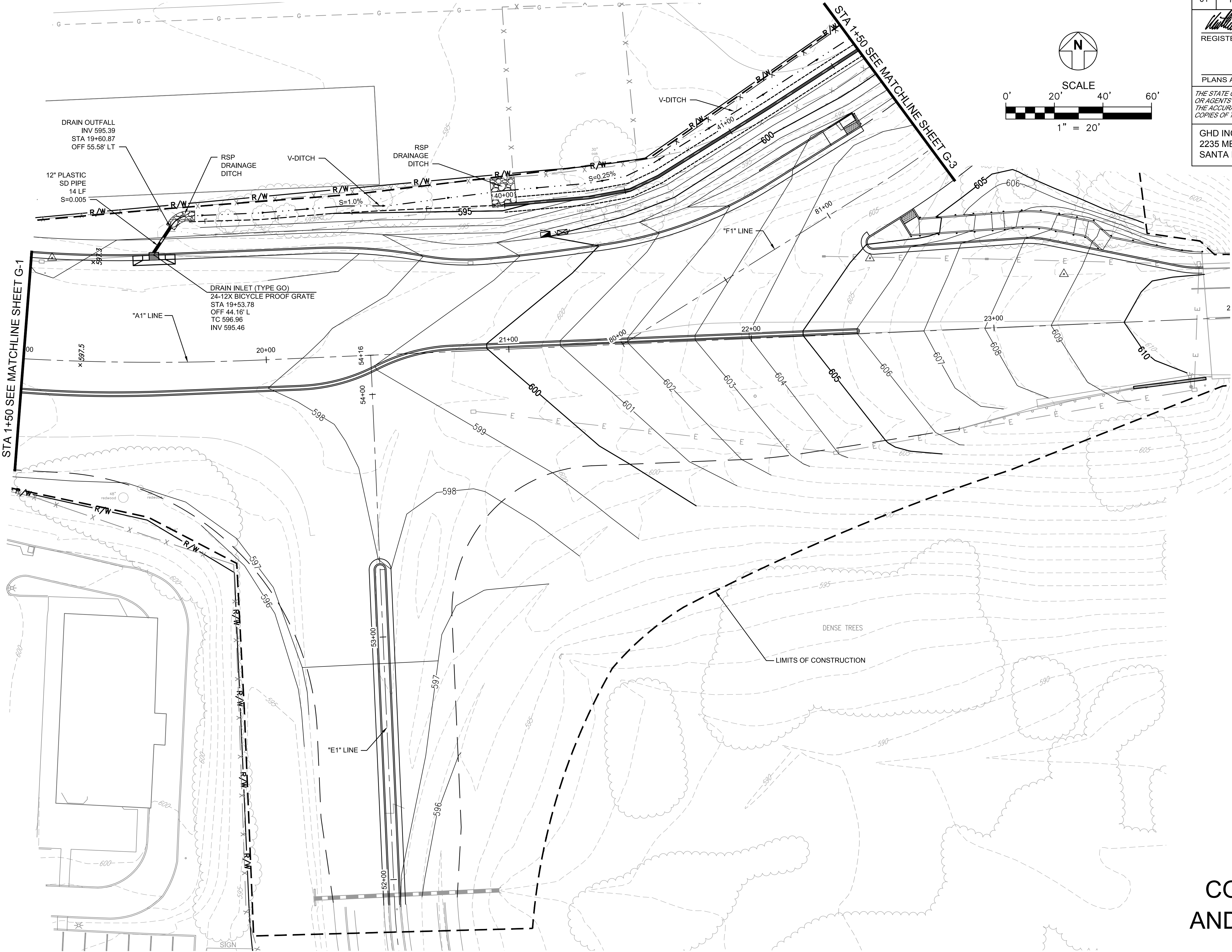
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GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

REGISTERED PROFESSIONAL ENGINEER
MATTHEW GLEN KENNEDY
No. C68304
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA

TALMAGE INTERCHANGE
UKIAH, CA 95481

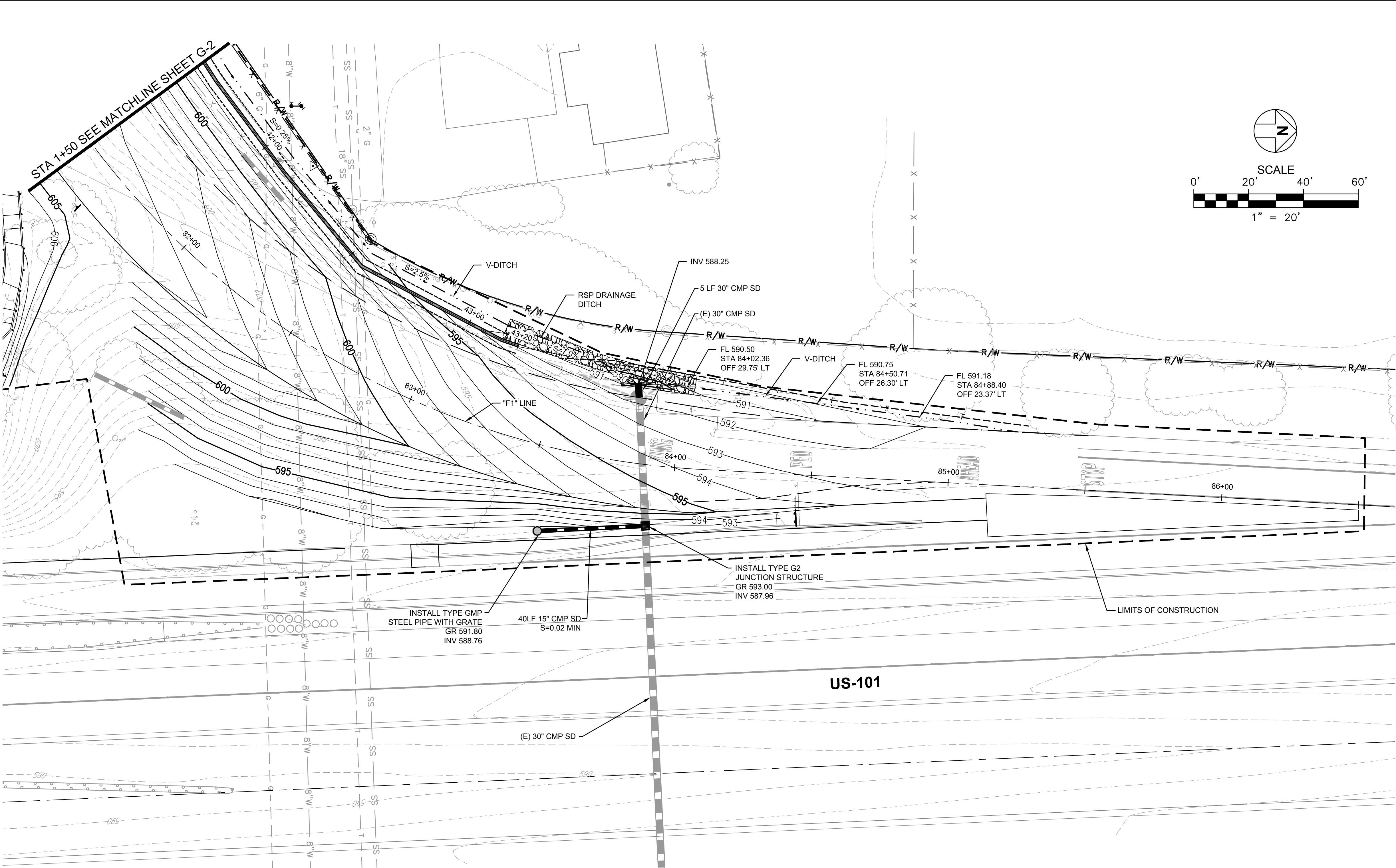
- NOTES:
- TOPOGRAPHIC CONTOURS SHOWN ARE APPROXIMATE.



PLAN
SCALE: 1"=20'

CONTOUR GRADING AND DRAINAGE PLAN 2 G-2

LAST REVISION
07/20/2017
DATE PLOTTED =>
07/20/2017
TIME PLOTTED =>
11:10 AM



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	20	35

REGISTERED CIVIL ENGINEER

7/20/2017
DATE

PLANS APPROVAL DATE

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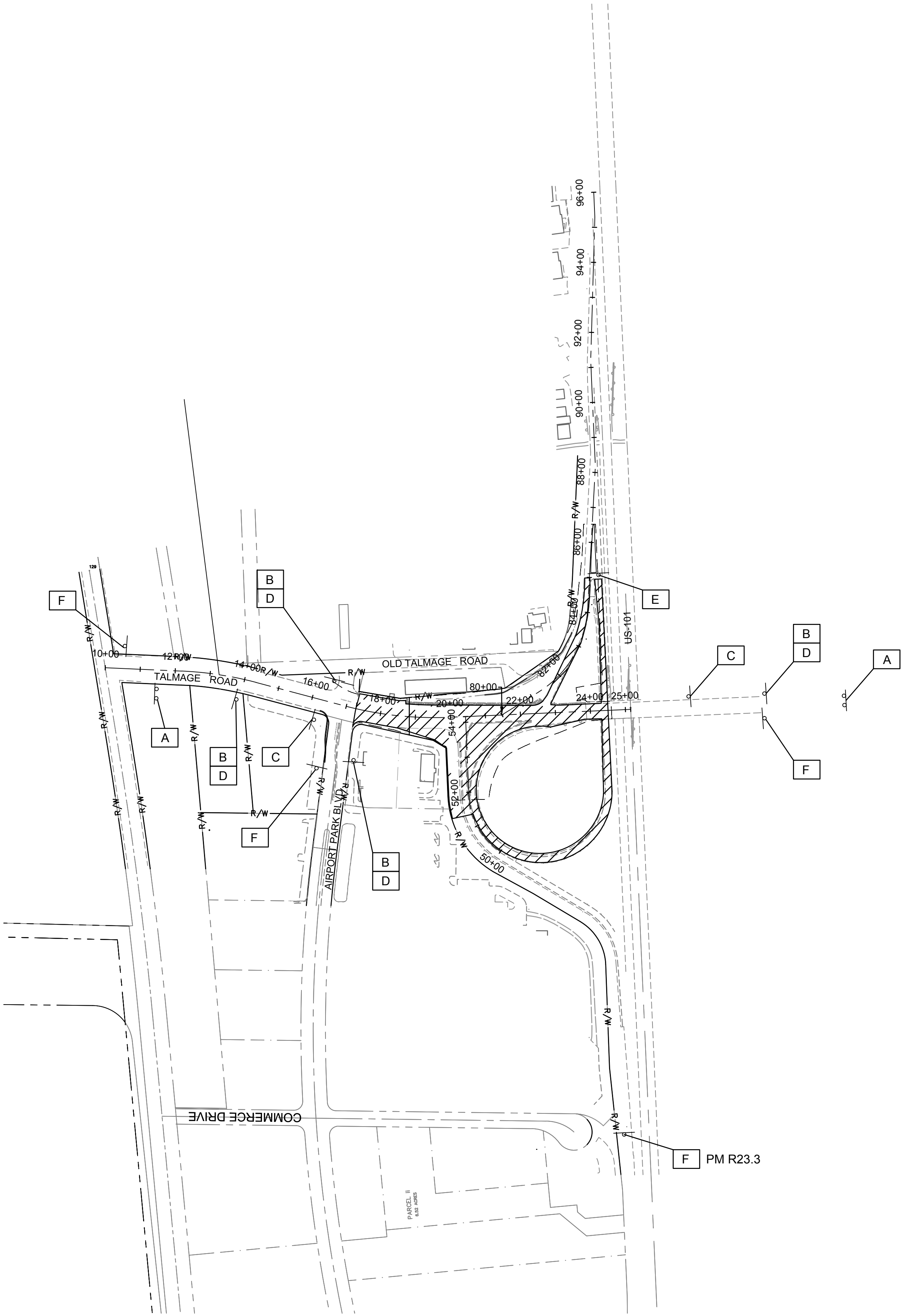
GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

- NOTES:
- TOPOGRAPHIC CONTOURS SHOWN ARE APPROXIMATE.

CONTOUR GRADING
AND DRAINAGE PLAN 3

G-3



NOTES:

1. LOCATIONS OF CONSTRUCTION AREA SIGNS AND PCMS SHOWN ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
2. FOR ADDITIONAL QUANTITIES OF CONSTRUCTION AREA SIGNS, SEE TRAFFIC HANDLING PLANS.
3. FREEWAY SIGNS SHALL FACE SOUTHBOUND TRAFFIC.

LEGEND:

- A

CONSTRUCTION AREA SIGN. COMBINE SIGNS ON ONE POST WHERE SHOWN TOGETHER
- CONSTRUCTION AREA SIGN, 1-POST
- CONSTRUCTION AREA SIGN, 2-POST
- CONSTRUCTION AREA

FREEWAY SIGN LOCATIONS	
SIGN	POSTMILE
AA	R24.7
B	R24.2
C	R23.9

CONSTRUCTION AREA SIGNS				
SIGN	TYPE	PANEL SIZE (IN x IN)	NO. OF POST AND SIZE (IN x IN)	EACH
A	C40 (CA) "TRAFFIC FINES DOUBLED IN CONSTRUCTION ZONES"	108 x 42	2 - 6 x 8	2
AA	C40 (CA) "TRAFFIC FINES DOUBLED IN CONSTRUCTION ZONES"	144 x 60	2 - 6 x 8	1
B	W20-1 "ROAD WORK AHEAD"	48 x 48	1 - 6 x 6	5
C	W11-1 BICYCLE (SYMBOL)	48 x 48	1 - 4 x 6	3
	W16-1 "SHARE THE ROAD"	24 x 30	1 - 4 x 6	3
D	W13-1P "ADVISORY/SPEED 25 MPH"	24 x 24	1 - 4 x 4	4
E	C2 (CA) RAMP CLOSED	48 x 30	1 - 4 x 6	-
F	G20-2 "END ROAD WORK"	48 x 24	1 - 4 x 6	3

Dist01

COUNTYMEN

ROUTE101, SR222

POST MILESTOTAL PROJECTR23.33-R23.58
L0.4-L0.5

SHEET No.21

TOTAL SHEETS35

7/20/2017

REGISTERED CIVIL ENGINEERDATE

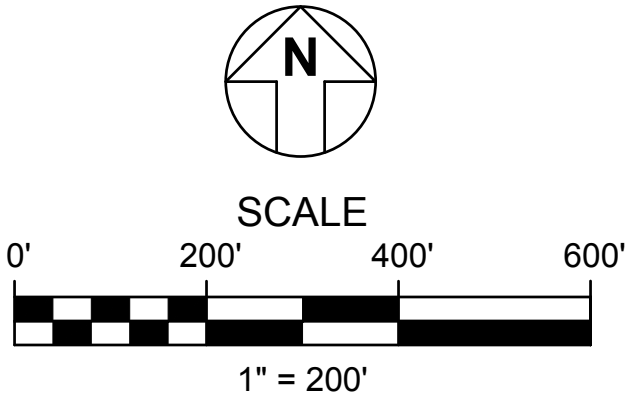
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
No. C68304
Exp. 9/30/17
MATTHEW GLEN KENNEDY
CIVIL
STATE OF CALIFORNIA

GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481



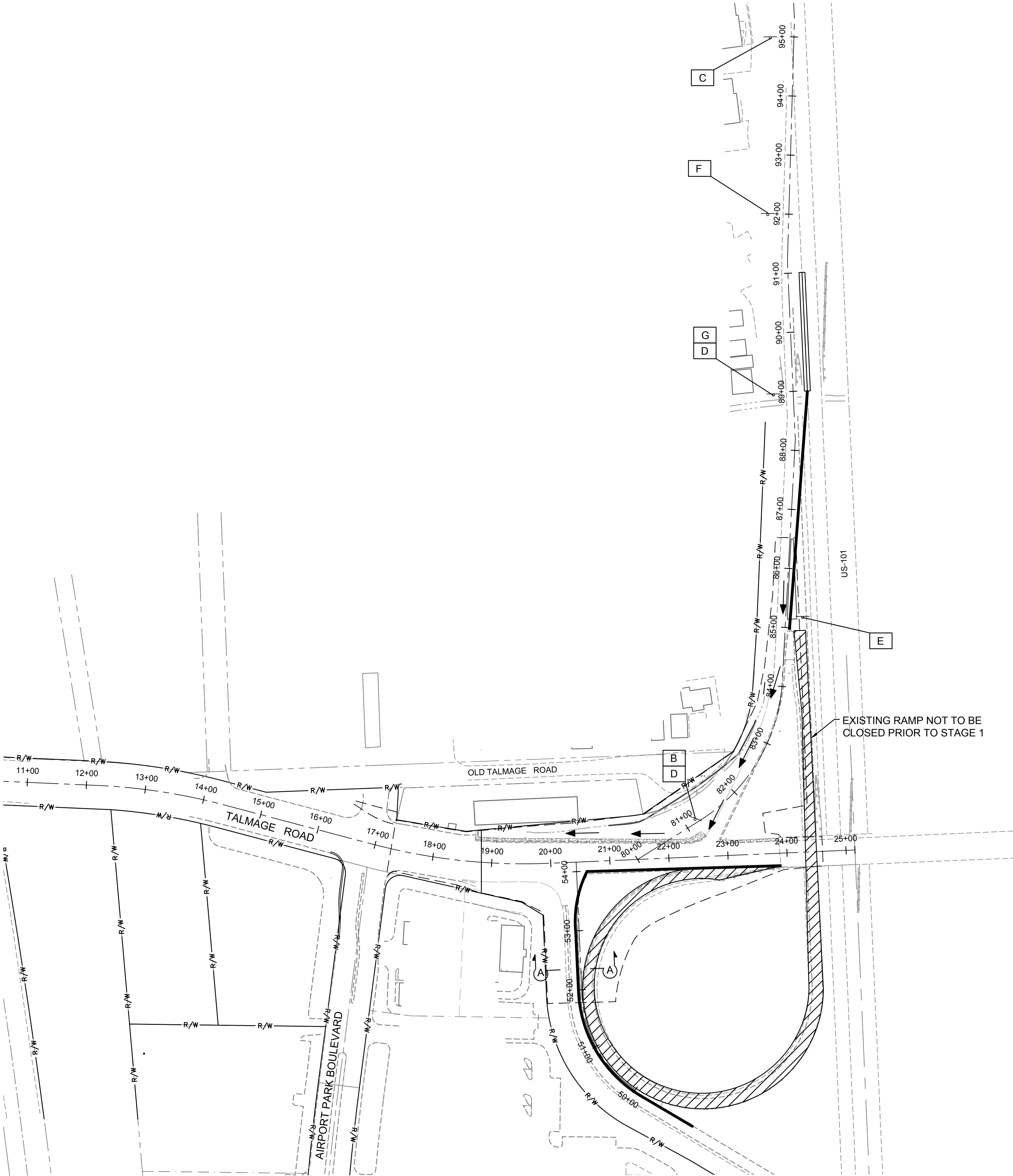
ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN

CONSTRUCTION AREA SIGNS

CS-1

THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGNS ONLY





NOTES:

1. LOCATIONS OF CONSTRUCTION AREA SIGNS, BARRIERS, CRASH CUSHIONS AND PCMS SHOWN ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
2. EXACT MESSAGE TO BE DISPLAYED ON PCMS WILL BE DETERMINED BY THE ENGINEER IN COORDINATION WITH TRAFFIC MANAGEMENT.
3. LOCATE PCMS APPROXIMATELY 1/2 MILE NORTH OF E GOBBI ST OFF RAMP.
4. FOR REMOVING EXISTING TRAFFIC STRIPES, PAVEMENT MARKERS, AND MARKINGS, SEE PAVEMENT DELINEATION AND SIGN PLANS.

CLOSURE 1: SB US 101 TALMAGE RD LOOP OFF RAMP.
DETOUR 1: SB US 101 GOBBI ST OFF RAMP FOR EB TALMAGE TRAFFIC

DURING THE RAMP CLOSURE, THE PCMS SHOULD READ AS FOLLOWS:

EAST TALMAGE RAMP
CLOSED
USE E GOBBI

PCMS

5. EXISTING EB TALMAGE RAMP TO BE PRESERVED FOR TRAFFIC USE DURING STAGE 2 CONSTRUCTION.

LEGEND:

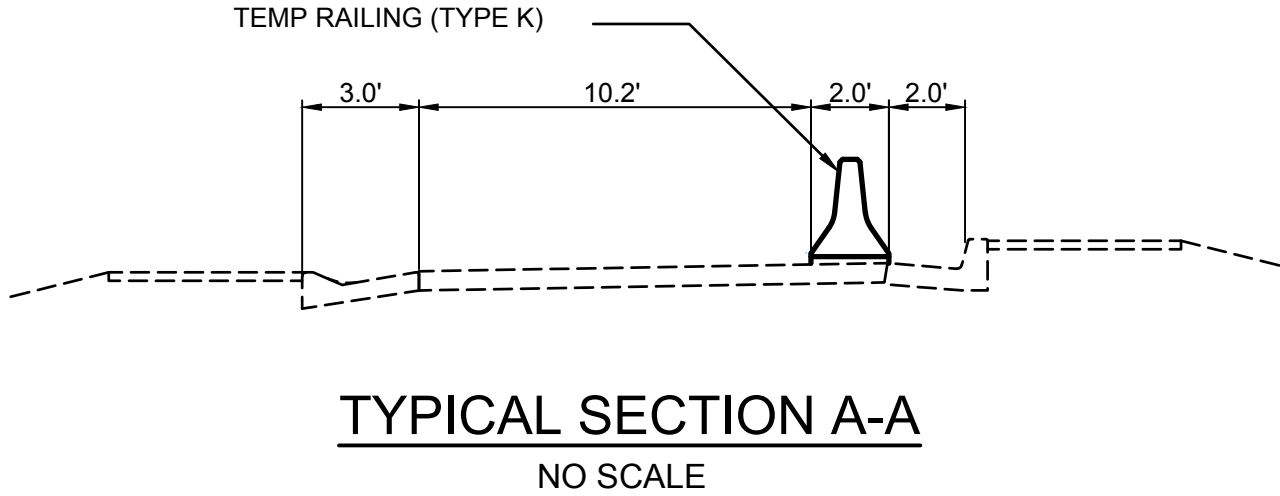
- A

CONSTRUCTION AREA SIGN. COMBINE SIGNS ON ONE POST WHERE SHOWN TOGETHER
- DIRECTION OF TRAVEL THROUGH DETOUR
- CONSTRUCTION AREA SIGN, 1-POST
- ▨

RAMP CLOSURE
- TEMP RAILING (TYPE K)
- ++

TYPE III BARRICADE
- ▬▬

ALT TEMP CRASH CUSHION



TH-1 SIGNS				
	TYPE	PANEL SIZE (IN x IN)	NO. OF POST AND SIZE (IN x IN)	EACH
B	W20-1 (CA) "ROAD WORK AHEAD"	48 x 48	1 - 4 x 6	1
C	C23 (CA) "ROAD WORK AHEAD"	48 x 48	1 - 4 x 6	1
D	W13-1P "ADVISORY/SPEED 25 MPH"	24 x 24	1 - 4 x 6	4
E	C2 (CA) RAMP CLOSED	48 x 30	1 - 4 x 6	1
F	C19 (CA) "ROAD CLOSED AHEAD"	48 x 48	1 - 4 x 6	1
G	C12 (CA) "NARROW LANE"	48 x 48	1 - 4 x 6	1

TRAFFIC HANDLING PLAN - STAGE 1
CONSTRUCT NEW RAMP APPROACH AT TALMAGE RD

TRAFFIC HANDLING PLAN
TH-1

Dist

COUNTY

ROUTE

POST MILES
TOTAL PROJECT

SHEET
No.

TOTAL
SHEETS

01

MEN

101, SR222

R23.33-R23.58
L0.4-L0.5

22

35

7/20/2017

REGISTERED CIVIL ENGINEER

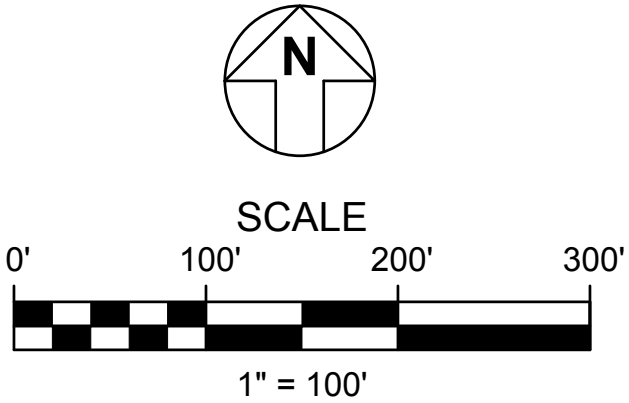
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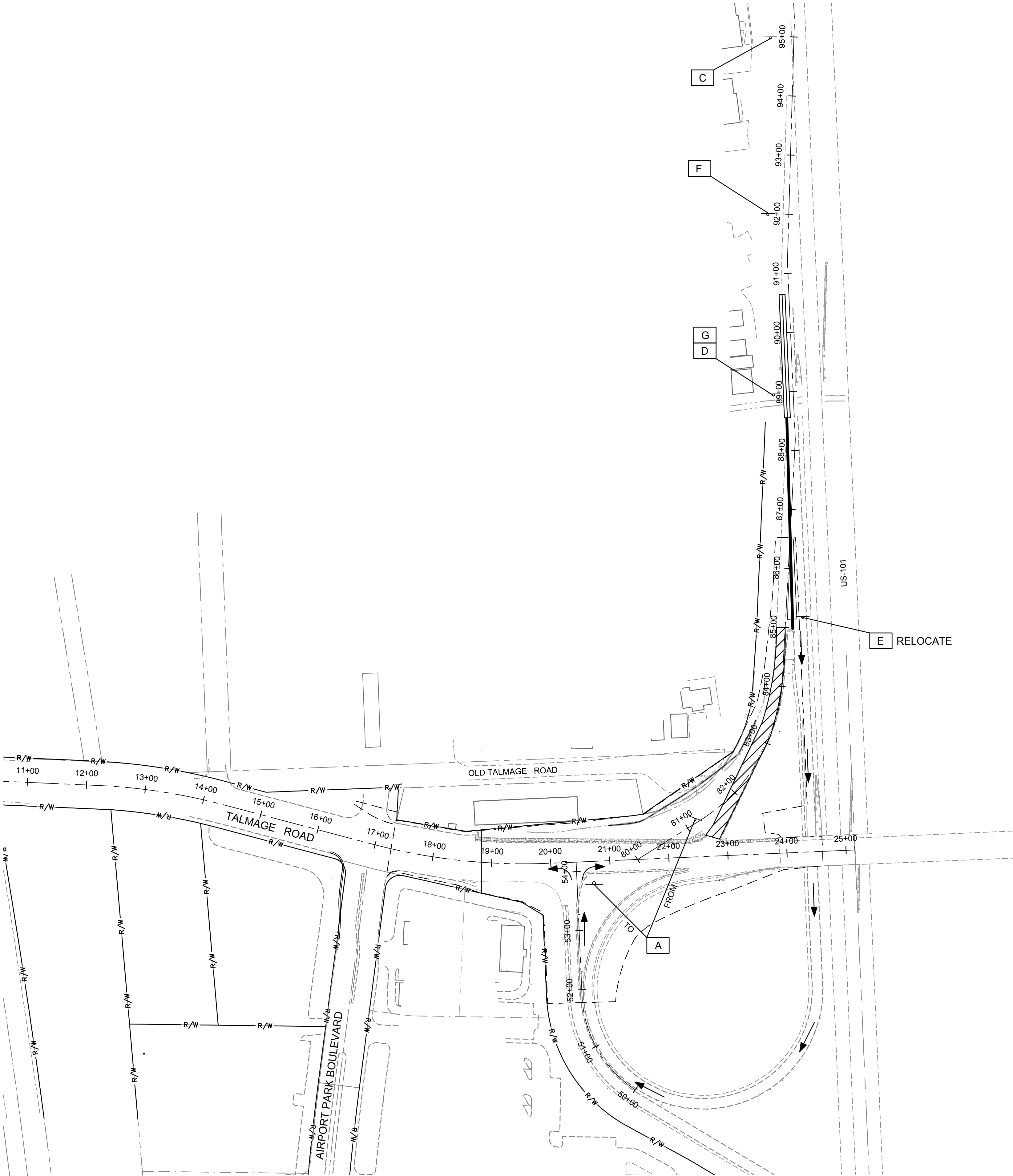
GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481



ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN

THIS PLAN ACCURATE FOR TRAFFIC HANDLING WORK ONLY



NOTES:

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- EXACT MESSAGE TO BE DISPLAYED ON PCMS WILL BE DETERMINED BY THE ENGINEER IN COORDINATION WITH TRAFFIC MANAGEMENT.
- LOCATE PCMS APPROXIMATELY 1/2 MILE NORTH OF E GOBBI ST OFF RAMP.
- FOR REMOVING EXISTING TRAFFIC STRIPES, PAVEMENT MARKERS, AND MARKINGS, SEE PAVEMENT DELINEATION AND SIGN PLANS.

CLOSURE 2: SB US 101 TALMAGE OFF-RAMP TOWARDS UKIAH
DETOUR 2: ALL TRAFFIC ONTO LOOP RAMP.
NEW RAMP ALIGNMENT FOR WB TALMAGE TRAFFIC.
EXISTING LOOP RAMP FOR EB TRAFFIC.

DURING THE RAMP CLOSURE, THE PCMS SHOULD READ AS FOLLOWS:

ROAD WORK AT TALMAGE
EXPECT DELAYS
PCMS

LEGEND:

- A CONSTRUCTION AREA SIGN. COMBINE SIGNS ON ONE POST WHERE SHOWN TOGETHER
- DIRECTION OF TRAVEL THROUGH DETOUR
- CONSTRUCTION AREA SIGN, 1-POST
- ▨ RAMP CLOSURE
- TEMP RAILING (TYPE K)
- ++ TYPE III BARRICADE
- ▬▬ ALT TEMP CRASH CUSHION

TH-2 SIGNS				
	TYPE	PANEL SIZE (IN x IN)	NO. OF POST AND SIZE (IN x IN)	EACH
A	R1-1 "STOP" - RELOCATE	36 x 36	1 - 4 x 6	1
C	C23 (CA) "ROAD WORK AHEAD"	48 x 48	1 - 4 x 6	1
D	W13-1P "ADVISORY/SPEED 25 MPH"	24 x 24	1 - 4 x 6	1
E	C2 (CA) RAMP CLOSED	48 x 30	1 - 4 x 6	1
F	C19 (CA) "ROAD CLOSED AHEAD"	48 x 48	1 - 4 x 6	1
G	C12 (CA) "NARROW LANE"	48 x 48	1 - 4 x 6	1

TRAFFIC HANDLING PLAN - STAGE 2
CONSTRUCT SB OFF RAMP TO WB TALMAGE

Dist

COUNTY

ROUTE

POST MILES TOTAL PROJECT

SHEET No.

TOTAL SHEETS

01

MEN

101, SR222

R23.33-R23.58
L0.4-L0.5

23

35

7/20/2017

REGISTERED CIVIL ENGINEER

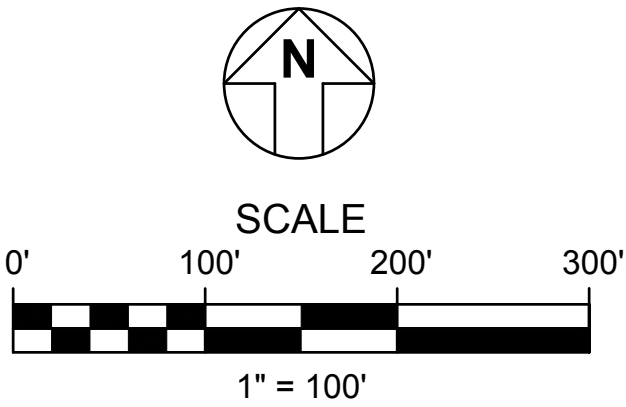
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PLANS APPROVAL DATE

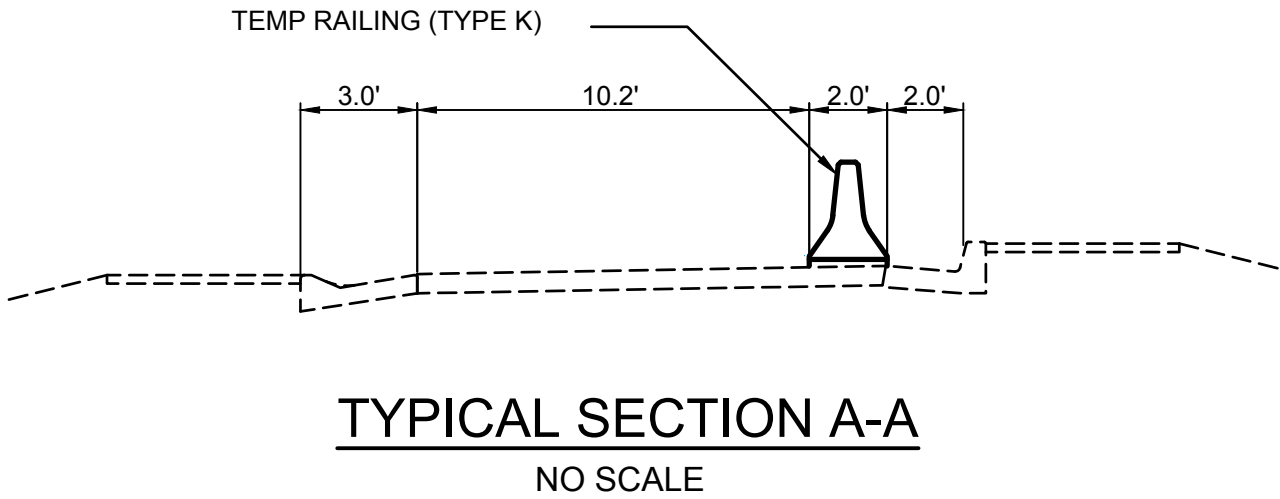
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TALMAGE INTERCHANGE
UKIAH, CA 95481

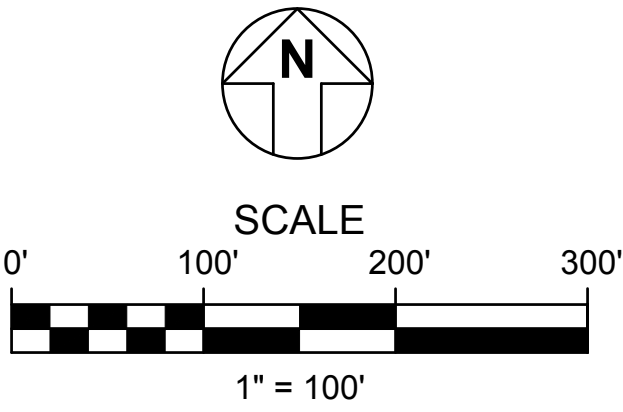


ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN



TRAFFIC HANDLING PLAN
TH-2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	24	35
 REGISTERED CIVIL ENGINEER			7/20/2017 DATE		
PLANS APPROVAL DATE _____					
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GHD INC. 2235 MERCURY WAY, STE 150 SANTA ROSA, CA 95407			TALMAGE INTERCHANGE UKIAH, CA 95481		



ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN

- ## NOTES:
1. LOCATIONS OF CONSTRUCTION AREA SIGNS, BARRIERS, CRASH CUSHIONS AND PCMS SHOWN ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
 2. EXACT MESSAGE TO BE DISPLAYED ON PCMS WILL BE DETERMINED BY THE ENGINEER IN COORDINATION WITH TRAFFIC MANAGEMENT.
 3. LOCATE PCMS APPROXIMATELY 1/2 MILE NORTH OF E GOBBI ST OFF RAMP.
 4. FOR REMOVING EXISTING TRAFFIC STRIPES, PAVEMENT MARKERS, AND MARKINGS, SEE PAVEMENT DELINEATION AND SIGN PLANS.

CLOSURE 3: N/A
DETOUR 3: N/A

DURING THE RAMP CLOSURE, THE PCMS SHOULD READ AS FOLLOWS:

ROAD WORK
ON TALMAGE
USE CAUTION

PCMS

5. STAGE 3 CONSTRUCTION IS ON THE SR 222 (TALMAGE ROAD) PORTION OF THE PROJECT.

LEGEND:

- | | |
|---|------------------------------------|
|  | CONSTRUCTION AREA SIGN |
|  | DIRECTION OF TRAVEL THROUGH DETOUR |
|  | CONSTRUCTION AREA SIGN, 1-POST |

TH-3 SIGNS				
	TYPE	PANEL SIZE (IN x IN)	NO. OF POST AND SIZE (IN x IN)	EACH
A	R1-1 "STOP" - REMOVE	36 x 36	1 - 4 x 6	1

TRAFFIC HANDLING PLAN - STAGE 3

COMPLETE CONSTRUCTION OF SB ROUTE 101 / TALMAGE INTERCHANGE

TRAFFIC HANDLING PLAN

TH-3

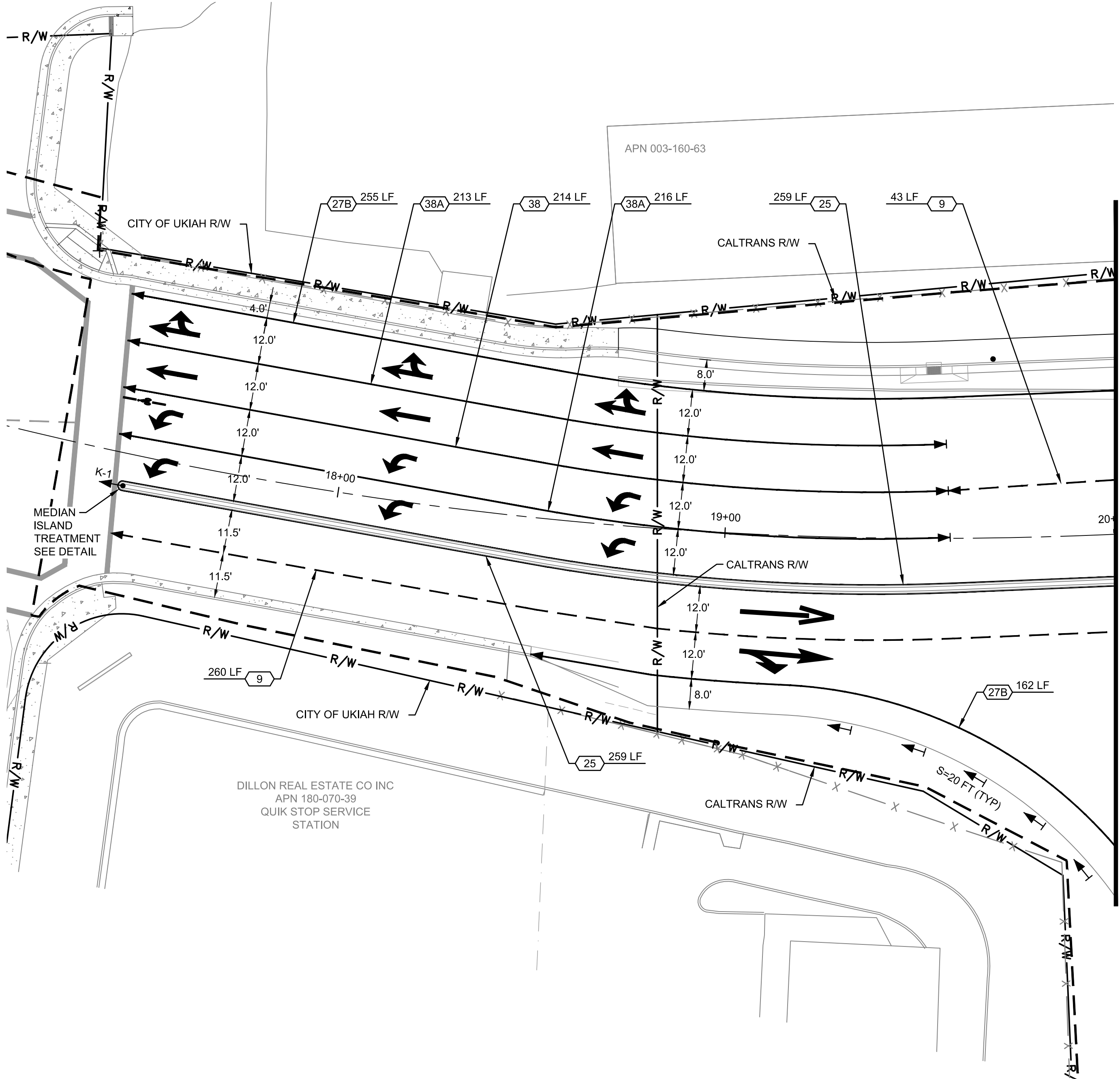
THIS PLAN ACCURATE FOR TRAFFIC HANDLING WORK ONLY



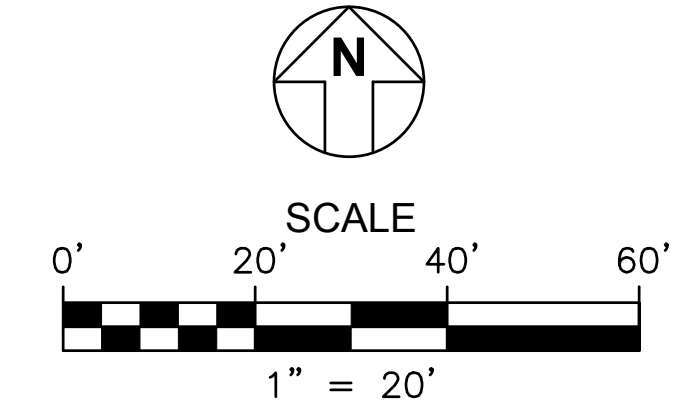
UNIT 0000

PROJECT NUMBER & PHASE

02502-8410035



STA 20+00 SEE MATCHLINE SHEET PD-2

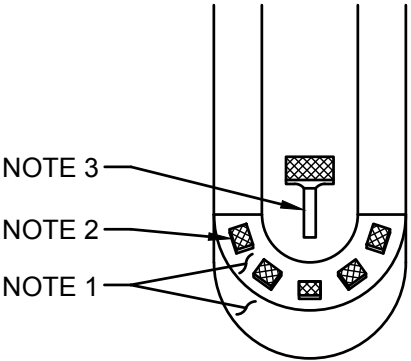


STRIPING LEGEND

- WHITE THERMOPLASTIC TURN ARROW PER CALTRANS STD PLAN A24A (TYPE IV)
- WHITE THERMOPLASTIC TURN ARROW PER CALTRANS STD PLAN A24A (TYPE VII)
- WHITE THERMOPLASTIC ARROW PER CALTRANS STD PLAN A24A (TYPE I, 10'-0")
- TYPE V ARROW (24'-0")
- TYPE II (R) ARROW
- WHITE PAINT (2-COAT) BICYCLE LOOP DETECTOR SYMBOL PER CALTRANS STD PLAN A24C
- STANDARD PAVEMENT DELINEATION DETAIL
- LIMIT OF STRIPING PATTERN
- CHANGE IN STRIPING PATTERN
- DELINEATOR (CLASS I) OR OBJECT MARKER
- DELINEATOR (CLASS I) OR OBJECT MARKER, SURFACE MOUNTED
- DELINEATOR SPACING

NOTES

- FOR ACCURATE RIGHT OF WAY AND ACCESS DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- ALL STRIPES AND PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.
- CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING STRIPING, PAVEMENT MARKERS, MARKINGS, AND DELINEATOR.
- ALL LIMIT LINES SHALL BE 12 INCH SOLID WHITE THERMOPLASTIC.
- ALL LANES SHALL BE 12.0 FEET WIDE UNLESS OTHERWISE SHOWN.
- ALL DELINEATORS (CLASS I) SHALL BE TYPE F UNLESS OTHERWISE SHOWN.
- THIS PLAN IS ACCURATE FOR PAVEMENT DELINEATION ONLY.

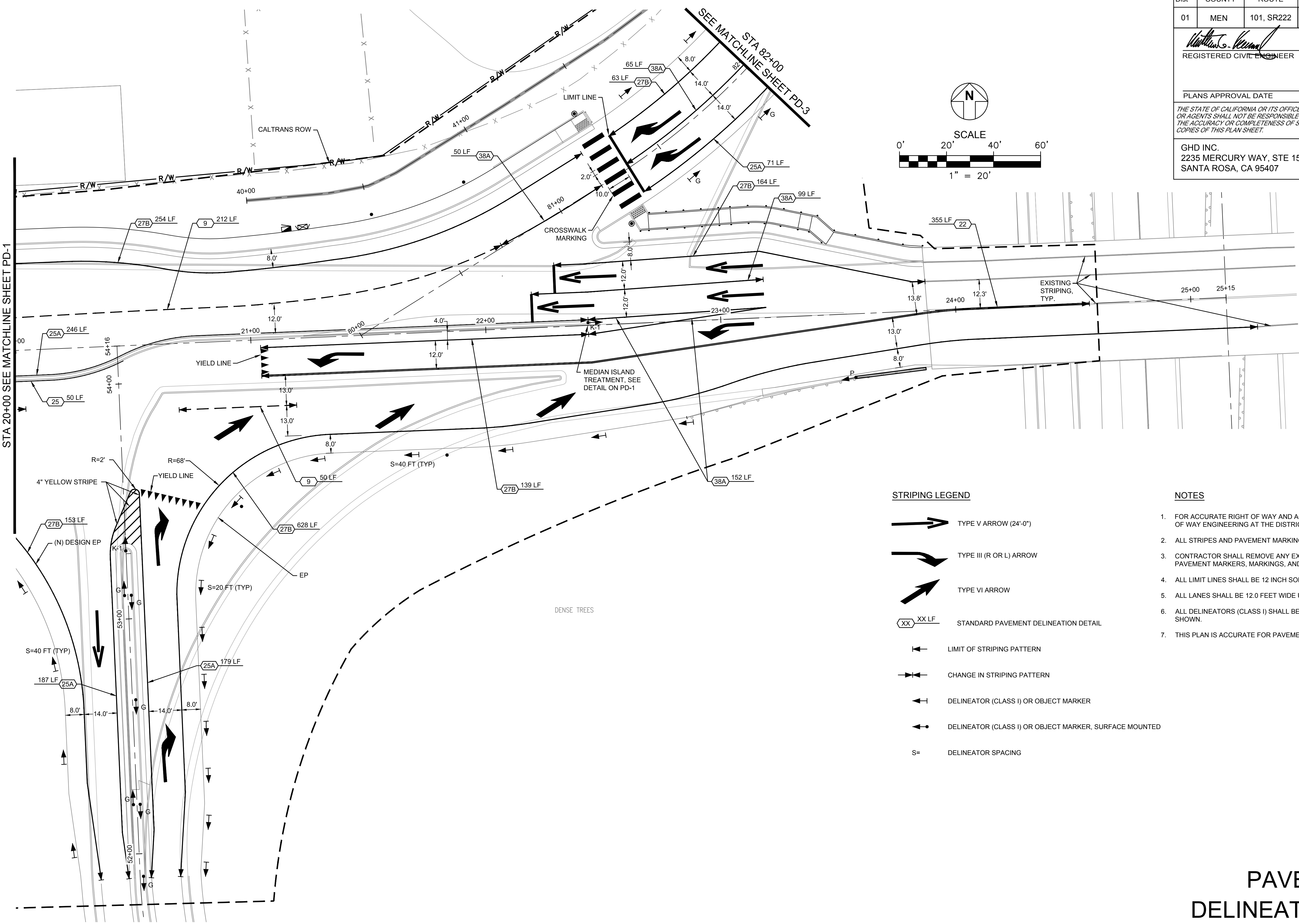


NOTES

- THE TOP AND FACE OF THE CURB ISLAND NOSE SHALL BE PAINTED WHITE.
- YELLOW TWO-WAY RETROREFLECTIVE MARKERS SHALL BE INSTALLED ON TOP OF THE CURB OF THE ISLAND NOSE ALONG RADIAL LINES AS ILLUSTRATED IN THE DETAIL. THE MINIMUM NUMBER OF MARKERS SHALL BE FIVE.
- PROVIDE TYPE K-1 OBJECT MARKER AT THE MIDPOINT OF THE ISLAND NOSE 3" BEHIND THE CURB.

MEDIAN ISLAND TREATMENT DETAIL

PAVEMENT
DELINEATION PLAN 1
PD-1



STRIPING LEGEND

TYPE V ARROW (24'-0")

TYPE III (R OR L) ARROW

TYPE VI ARROW

STANDARD PAVEMENT DELINEATION DETAIL

LIMIT OF STRIPING PATTERN

CHANGE IN STRIPING PATTERN

DELINEATOR (CLASS I) OR OBJECT MARKER

DELINEATOR (CLASS I) OR OBJECT MARKER, SURFACE MOUNTED

DELINEATOR SPACING

- NOTES
1.

FOR ACCURATE RIGHT OF WAY AND ACCESS DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2.

ALL STRIPES AND PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.
3.

CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING STRIPING, PAVEMENT MARKERS, MARKINGS, AND DELINEATOR.
4.

ALL LIMIT LINES SHALL BE 12 INCH SOLID WHITE THERMOPLASTIC.
5.

ALL LANES SHALL BE 12.0 FEET WIDE UNLESS OTHERWISE SHOWN.
6.

ALL DELINEATORS (CLASS I) SHALL BE TYPE F UNLESS OTHERWISE SHOWN.
7.

THIS PLAN IS ACCURATE FOR PAVEMENT DELINEATION ONLY.

PAVEMENT
DELINEATION PLAN 2
PD-2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	26	35

REGISTERED CIVIL ENGINEER

7/20/2017

DATE

PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER

MATTHEW GLEN KENNEDY

No. C68304

Exp. 9/30/17

CIVIL

STATE OF CALIFORNIA

GHD INC.

2235 MERCURY WAY, STE 150

SANTA ROSA, CA 95407

TALMAGE INTERCHANGE

UKIAH, CA 95481

BORDER LAST REVISED 7/2/2010

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DGN FILE => 02502-8410035-25 PD1-PD3.dwg

RELATIVE BORDER SCALE
IS IN INCHES

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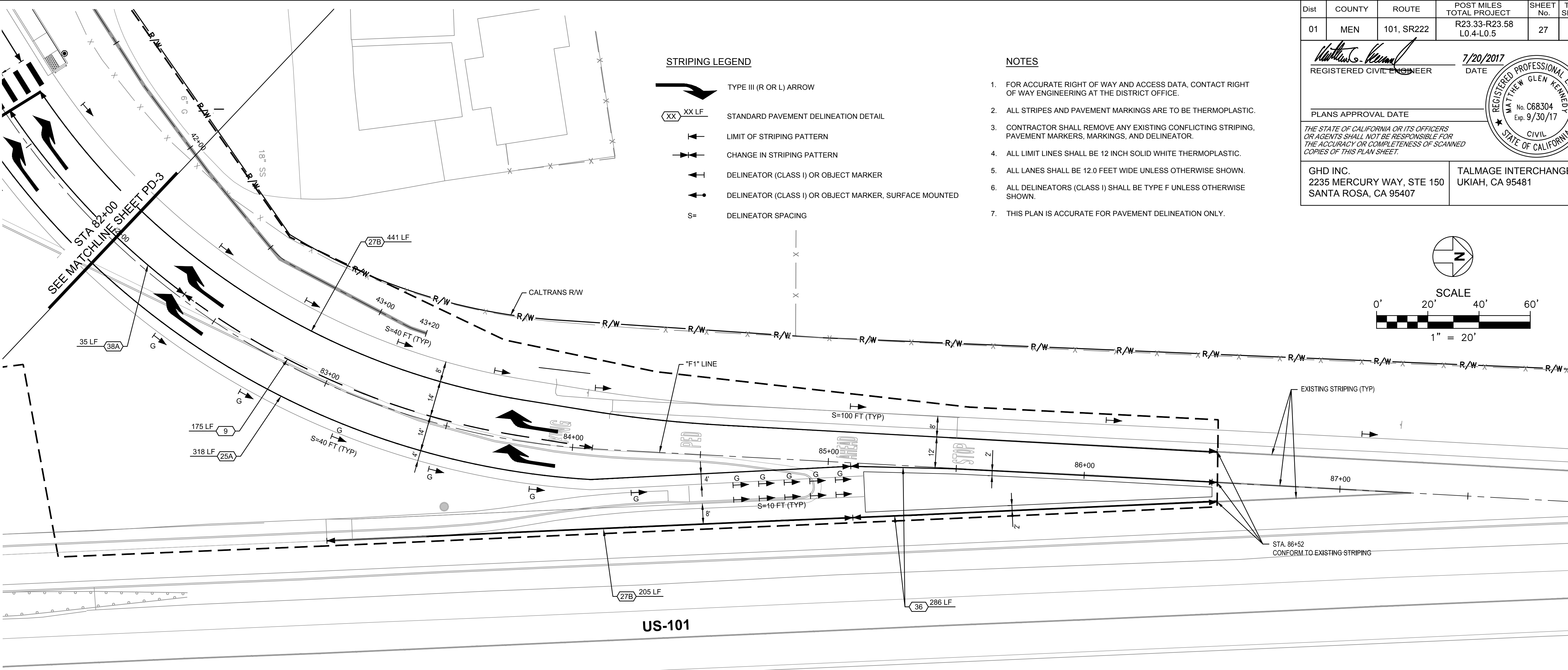
UNIT 0000

PROJECT NUMBER & PHASE

02502-8410035

DATE PLOTTED => 7/20/2017
TIME PLOTTED => 11:10 AM

LAST REVISION
07/20/2017



- STRIPING LEGEND
- TYPE III (R OR L) ARROW
- STANDARD PAVEMENT DELINEATION DETAIL
- LIMIT OF STRIPING PATTERN
- CHANGE IN STRIPING PATTERN
- DELINEATOR (CLASS I) OR OBJECT MARKER
- DELINEATOR (CLASS I) OR OBJECT MARKER, SURFACE MOUNTED
- S= DELINEATOR SPACING

NOTES

1. FOR ACCURATE RIGHT OF WAY AND ACCESS DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

2. ALL STRIPES AND PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.

3. CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING STRIPING, PAVEMENT MARKERS, MARKINGS, AND DELINEATOR.

4. ALL LIMIT LINES SHALL BE 12 INCH SOLID WHITE THERMOPLASTIC.

5. ALL LANES SHALL BE 12.0 FEET WIDE UNLESS OTHERWISE SHOWN.

6. ALL DELINEATORS (CLASS I) SHALL BE TYPE F UNLESS OTHERWISE SHOWN.

7. THIS PLAN IS ACCURATE FOR PAVEMENT DELINEATION ONLY.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	27	35

REGISTERED CIVIL ENGINEER

7/20/2017

DATE

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GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

REGISTERED PROFESSIONAL ENGINEER

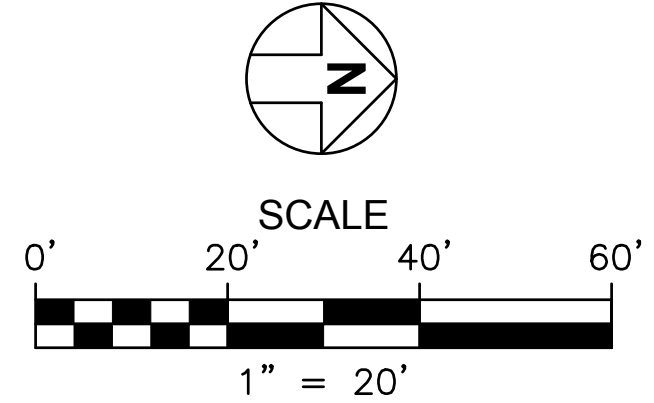
Matthew G. Kennedy

No. C68304

Exp. 9/30/17

CIVIL

STATE OF CALIFORNIA



PAVEMENT
DELINEATION PLAN 3
PD-3

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	28	35



REGISTERED CIVIL ENGINEER

7/20/2017

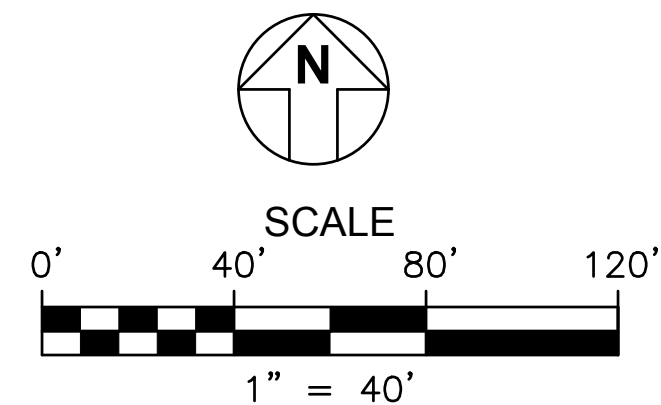
DATE

PLANS APPROVAL DATE



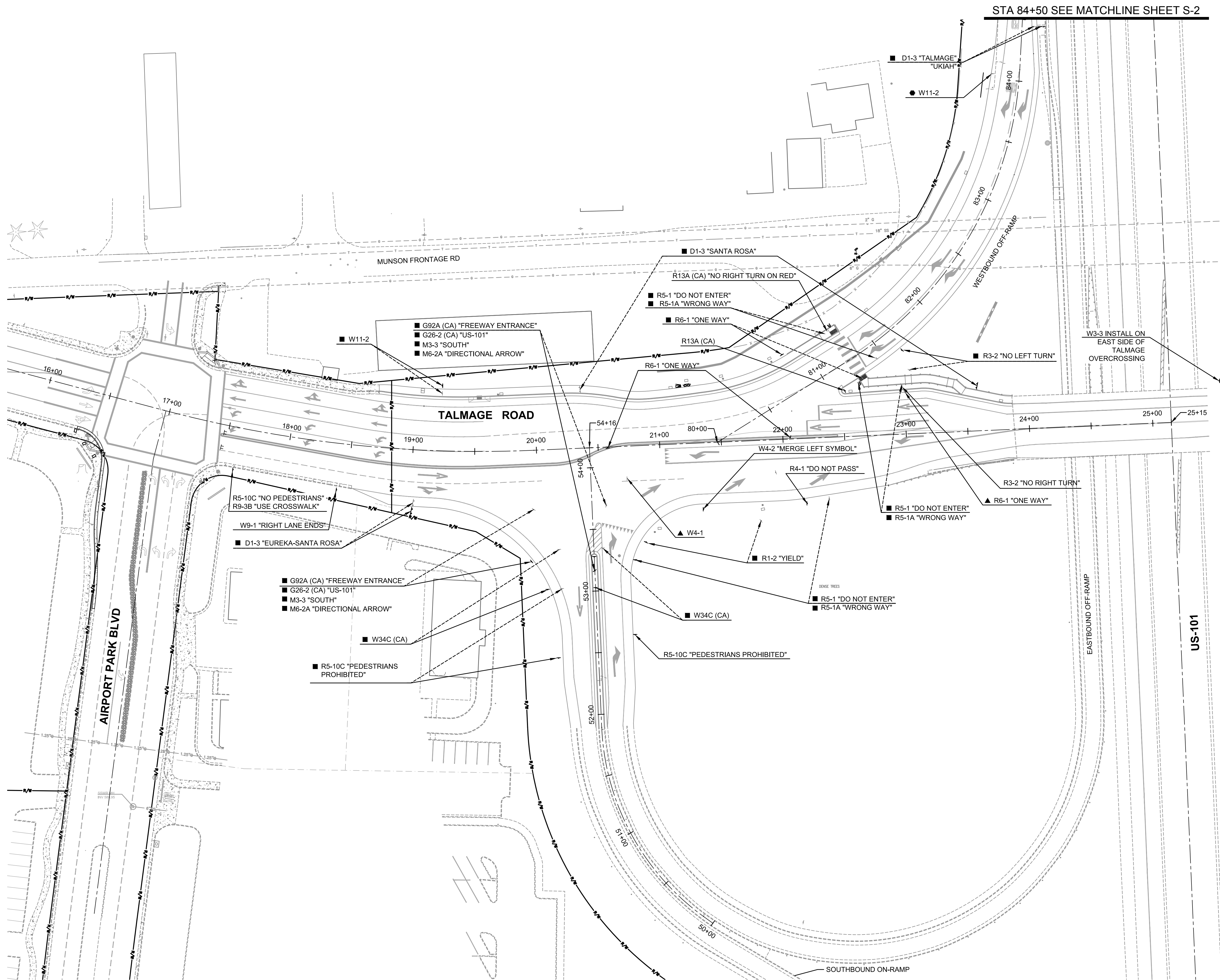
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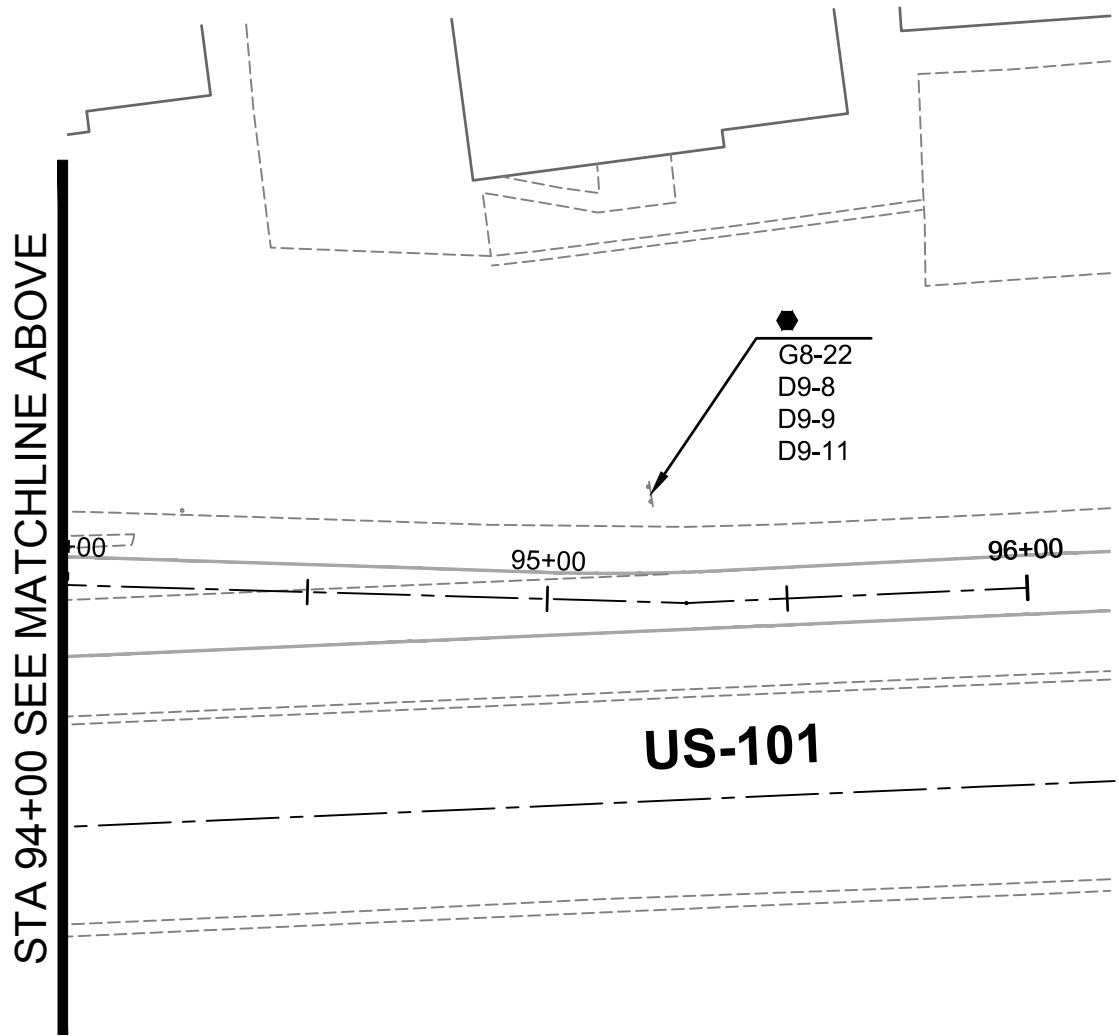
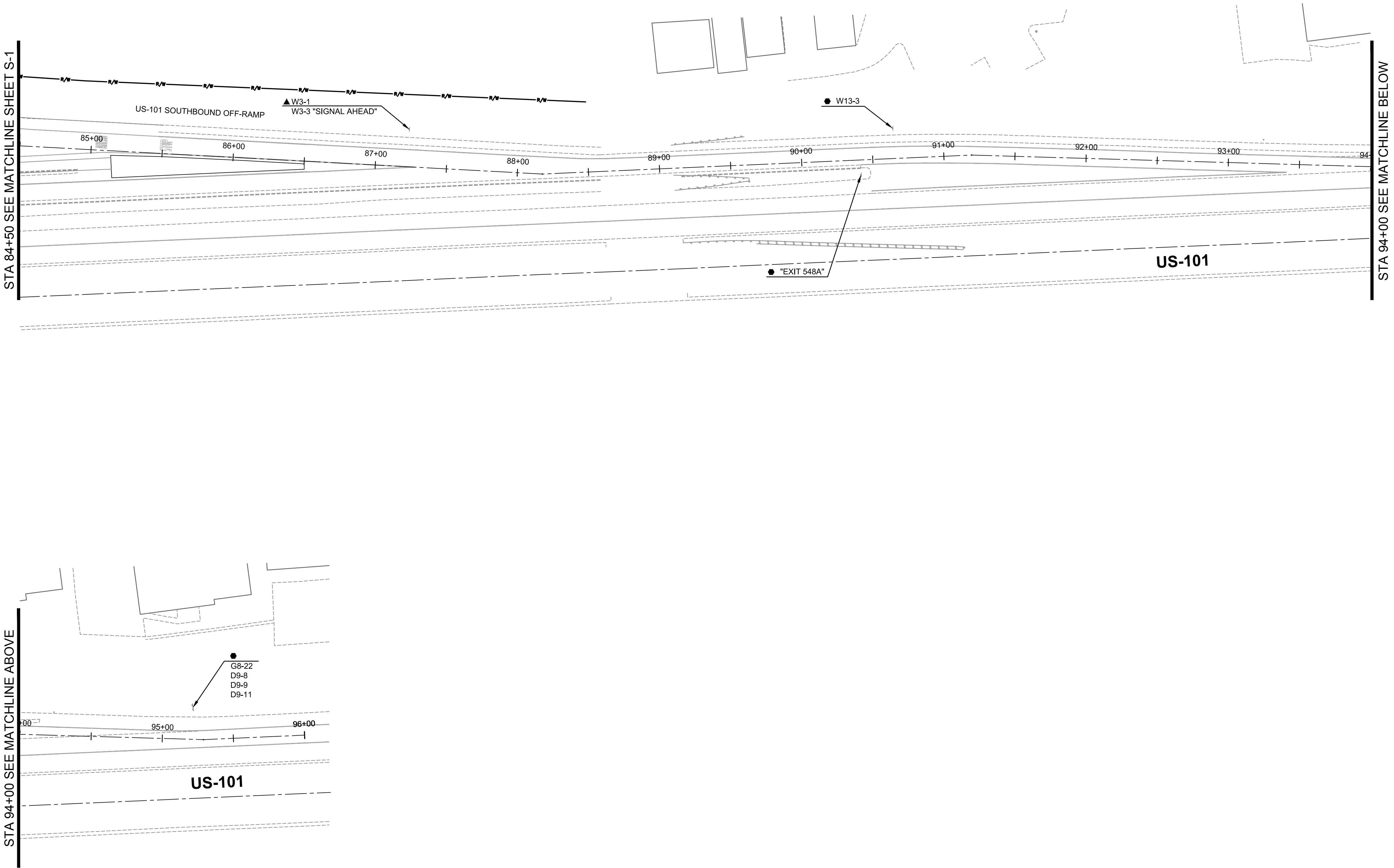


LEGEND

- | | |
|---|---------------------------------|
|  | PROPOSED TWO POST SIGN LOCATION |
|  | EXISTING TWO POST SIGN LOCATION |
|  | PROPOSED ONE POST SIGN LOCATION |
|  | EXISTING ONE POST SIGN LOCATION |
|  | EXISTING SIGN TO REMAIN |
|  | RELOCATE ROADSIDE SIGN |
|  | REMOVE ROADSIDE SIGN |
|  | OVERHEAD SIGN LETTER |
| NO. | ROADSIDE SIGN NUMBER |



SIGN PLAN 1
S-1



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	29	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

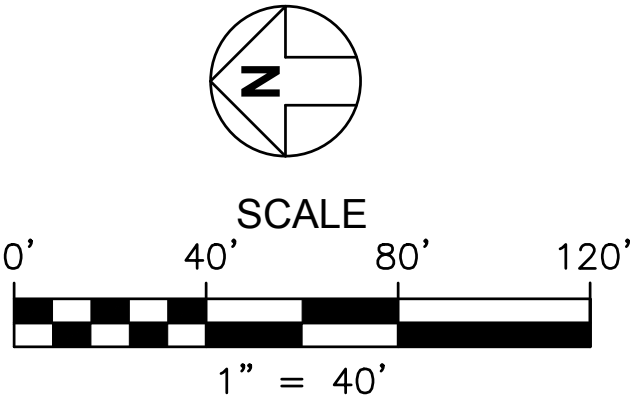
PLANS APPROVAL DATE

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GHD INC.
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SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

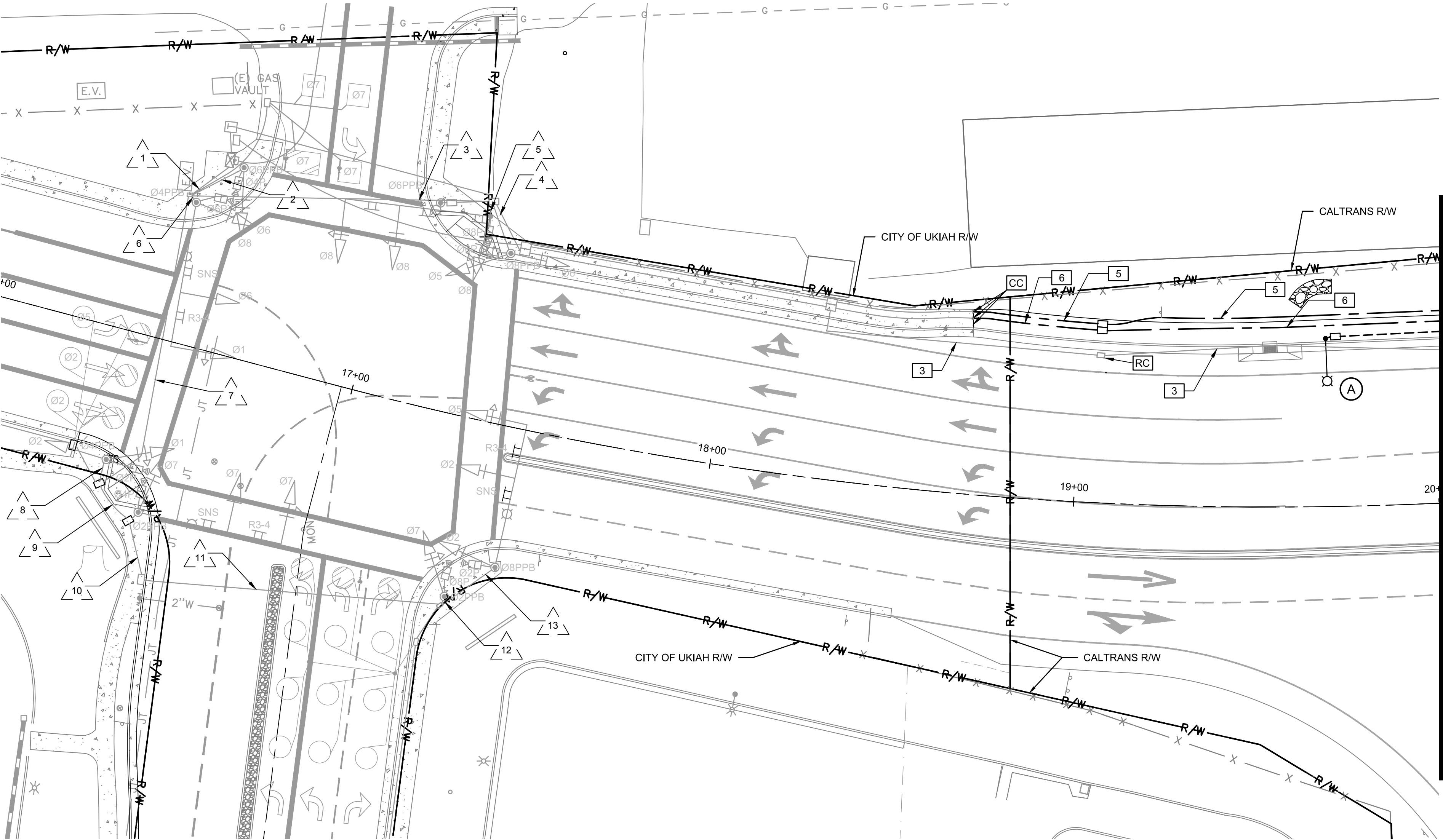




- LEGEND
- PROPOSED TWO POST SIGN LOCATION
 - EXISTING TWO POST SIGN LOCATION
 - PROPOSED ONE POST SIGN LOCATION
 - EXISTING ONE POST SIGN LOCATION
 - EXISTING SIGN TO REMAIN
 - RELOCATE ROADSIDE SIGN
 - REMOVE ROADSIDE SIGN
 - OVERHEAD SIGN LETTER
 - ROADSIDE SIGN NUMBER

SIGN PLAN 2

S-2



APPLICABLE CALTRANS
STANDARD PLANS

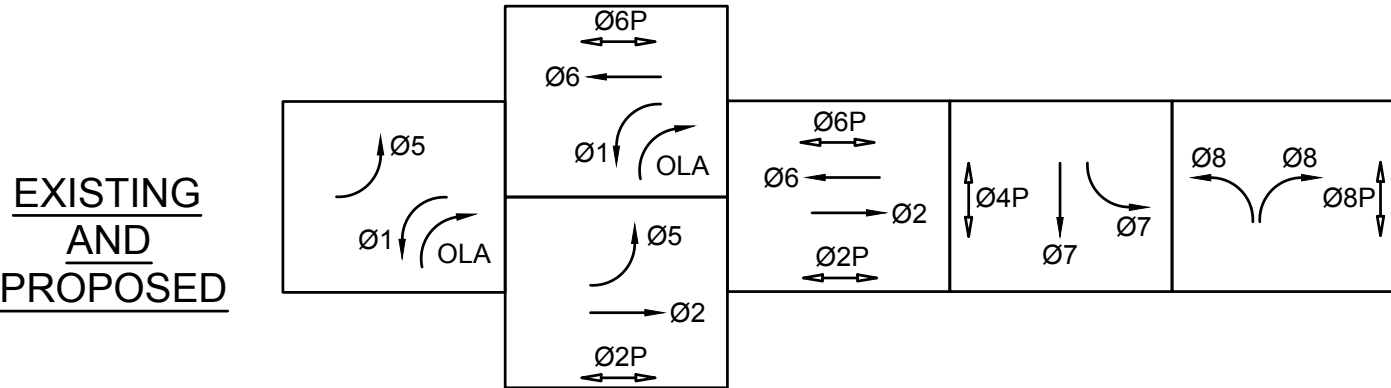
DATED 2015 OR NEWER
(INCLUDED BUT NOT LIMITED TO)

ES-1A	ES-4A	ES-5B	ES-7M
ES-1B	ES-4B	ES-5C	ES-7N
ES-2A	ES-4C	ES-6D	ES-8
ES-2C	ES-4D	ES-7A	ES-10
ES-2D	ES-4E	ES-7B	ES-11
ES-3C	ES-5A	ES-7E	ES-13A
		ES-7F	ES-13B

STANDARD NOTES:

- AB ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
- RC EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.
- DH DETECTOR HANDHOLE.
- CC CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED.
- CB INSTALL CONDUIT INTO EXISTING PULL BOX

STEADY DEMAND SEQUENCE



LEGEND

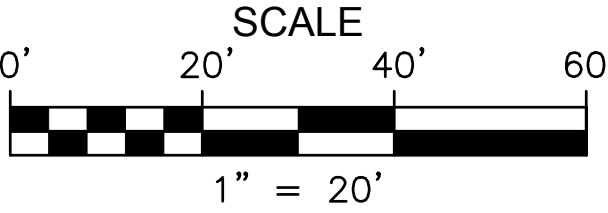
NEW	EXISTING

PROJECT NOTES:

- AB EXISTING VEHICLE DETECTION LOOPS (TYP).
- NOTE NOT USED
- AB EXISTING CONDUIT WITHIN LIMITS OF AC AND PCC DEMOLITION WORK.
- INSTALL DH ON EXISTING CONDUIT RUN, AT DEMOLISHED PULL BOX LOCATION. SPLICE (N) DLC TO (E) LOOP WIRE.
- PROVIDE 2 x 3"C FOR NEW SIGNAL SERVICE. SIGNAL SERVICE AND CONDUCTORS TO BE INSTALLED BY CITY OF UKIAH ELECTRIC DEPARTMENT. SEE SHEET E-4 CONDUCTOR SCHEDULE.
- PROVIDE 1-1/2"C WITH PULL ROPE FOR FUTURE INTERCONNECT.

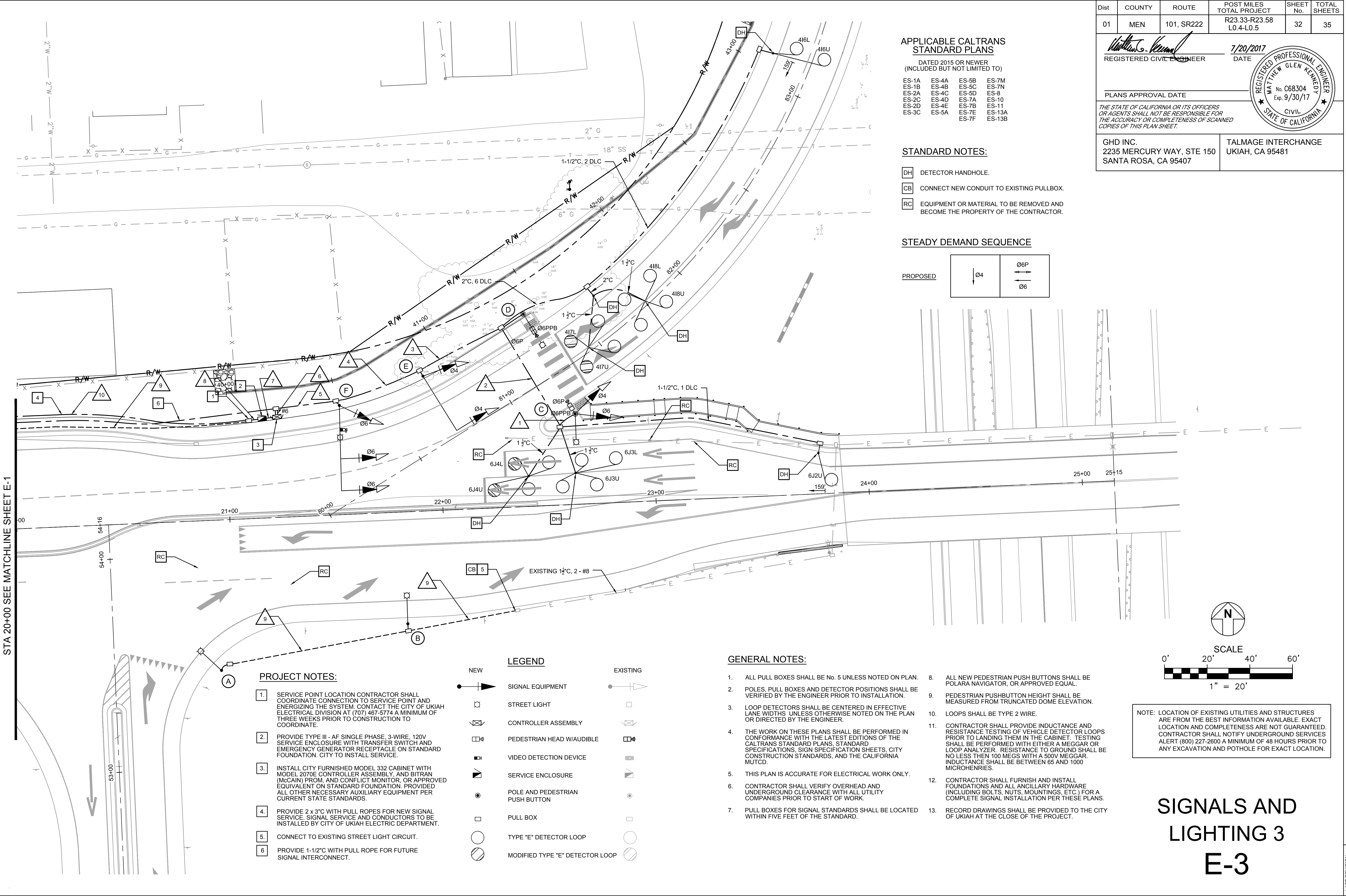
GENERAL NOTES:

- ALL PULL BOXES SHALL BE No.5 UNLESS NOTED ON PLAN.
- POLES, PULL BOXES AND DETECTOR POSITIONS SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
- LOOP DETECTORS SHALL BE CENTERED IN EFFECTIVE LANE WIDTHS UNLESS OTHERWISE NOTED ON THE PLAN OR DIRECTED BY THE ENGINEER.
- THE WORK ON THESE PLANS SHALL BE PERFORMED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS, STANDARD SPECIFICATIONS, SIGN SPECIFICATION SHEETS, CITY CONSTRUCTION STANDARDS, AND THE CALIFORNIA MUTCD.
- THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.
- CONTRACTOR SHALL VERIFY OVERHEAD AND UNDERGROUND CLEARANCE WITH ALL UTILITY COMPANIES PRIOR TO START OF WORK.
- LOOPS SHALL BE TYPE 2 WIRE.
- CONTRACTOR SHALL PROVIDE INDUCTANCE AND RESISTANCE TESTING OF VEHICLE DETECTOR LOOPS PRIOR TO LANDING THEM IN THE CABINET. TESTING SHALL BE PERFORMED WITH EITHER A MEGGAR OR LOOP ANALYZER. RESISTANCE TO GROUND SHALL BE NO LESS THEN 100 MEGS WITH A 500V MEGGAR. INDUCTANCE SHALL BE BETWEEN 65 AND 1000 MICROHENRIES.
- CONTRACTOR SHALL FURNISH AND INSTALL FOUNDATIONS AND ALL ANCILLARY HARDWARE (INCLUDING BOLTS, NUTS, MOUNTINGS, ETC.) FOR A COMPLETE SIGNAL INSTALLATION PER THESE PLANS.
- RECORD DRAWINGS SHALL BE PROVIDED TO THE CITY OF UKIAH AT THE CLOSE OF THE PROJECT.



NOTE: LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM THE BEST INFORMATION AVAILABLE. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (800) 227-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION AND POTHOLE FOR EXACT LOCATION.

SIGNALS AND
LIGHTING 1
E-1



PROJECT NOTES:

1.

 SERVICE POINT LOCATION CONTRACTOR SHALL COORDINATE CONNECTION TO SERVICE POINT AND ENERGIZING THE SYSTEM. CONTACT THE CITY OF UKIAH ELECTRICAL DIVISION AT (707) 467-5774 A MINIMUM OF THREE WEEKS PRIOR TO CONSTRUCTION TO COORDINATE.

2.

 PROVIDE TYPE III - AF SINGLE PHASE, 3-WIRE, 120V SERVICE ENCLOSURE WITH TRANSFER SWITCH AND EMERGENCY GENERATOR RECEPTACLE ON STANDARD FOUNDATION. CITY TO INSTALL SERVICE.

3.

 INSTALL CITY FURNISHED MODEL 332 CABINET WITH MODEL 2070E CONTROLLER ASSEMBLY, AND BITRAN (McCAIN) PROM, AND CONFLICT MONITOR, OR APPROVED EQUIVALENT ON STANDARD FOUNDATION. PROVIDED ALL OTHER NECESSARY AUXILIARY EQUIPMENT PER CURRENT STATE STANDARDS.

4.

 PROVIDE 2 x 3" C WITH PULL ROPES FOR NEW SIGNAL SERVICE. SIGNAL SERVICE AND CONDUCTORS TO BE INSTALLED BY CITY OF UKIAH ELECTRIC DEPARTMENT.

5.

 CONNECT TO EXISTING STREET LIGHT CIRCUIT.

6.

 PROVIDE 1-1/2" C WITH PULL ROPE FOR FUTURE SIGNAL INTERCONNECT.

LEGEND

NEW

EXISTING

SIGNAL EQUIPMENT

STREET LIGHT

CONTROLLER ASSEMBLY

PEDESTRIAN HEAD W/AUDIBLE

VIDEO DETECTION DEVICE

SERVICE ENCLOSURE

POLE AND PEDESTRIAN PUSH BUTTON

PULL BOX

TYPE "E" DETECTOR LOOP

MODIFIED TYPE "E" DETECTOR LOOP

GENERAL NOTES:

1.

 ALL PULL BOXES SHALL BE NO. 5 UNLESS NOTED ON PLAN.

2.

 POLES, PULL BOXES AND DETECTOR POSITIONS SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.

3.

 LOOP DETECTORS SHALL BE CENTERED IN EFFECTIVE LANE WIDTHS UNLESS OTHERWISE NOTED ON THE PLAN OR DIRECTED BY THE ENGINEER.

4.

 THE WORK ON THESE PLANS SHALL BE PERFORMED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS, STANDARD SPECIFICATIONS, SIGN SPECIFICATION SHEETS, CITY CONSTRUCTION STANDARDS, AND THE CALIFORNIA MUTCD.

5.

 THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

6.

 CONTRACTOR SHALL VERIFY OVERHEAD AND UNDERGROUND CLEARANCE WITH ALL UTILITY COMPANIES PRIOR TO START OF WORK.

7.

 PULL BOXES FOR SIGNAL STANDARDS SHALL BE LOCATED WITHIN FIVE FEET OF THE STANDARD.

8.

 ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE POLARA NAVIGATOR, OR APPROVED EQUAL.

9.

 PEDESTRIAN PUSHBUTTON HEIGHT SHALL BE MEASURED FROM TRUNCATED DOME ELEVATION.

10.

 LOOPS SHALL BE TYPE 2 WIRE.

11.

 CONTRACTOR SHALL PROVIDE INDUCTANCE AND RESISTANCE TESTING OF VEHICLE DETECTOR LOOPS PRIOR TO LANDING THEM IN THE CABINET. TESTING SHALL BE PERFORMED WITH EITHER A MEGGAR OR LOOP ANALYZER. RESISTANCE TO GROUND SHALL BE NO LESS THAN 100 MEGS WITH A 500V MEGGAR. INDUCTANCE SHALL BE BETWEEN 65 AND 1000 MICROHENRIES.

12.

 CONTRACTOR SHALL FURNISH AND INSTALL FOUNDATIONS AND ALL ANCILLARY HARDWARE (INCLUDING BOLTS, NUTS, MOUNTINGS, ETC.) FOR A COMPLETE SIGNAL INSTALLATION PER THESE PLANS.

13.

 RECORD DRAWINGS SHALL BE PROVIDED TO THE CITY OF UKIAH AT THE CLOSE OF THE PROJECT.

SIGNALS AND LIGHTING 3 E-3

0' 20' 40' 60'

1" = 20'

NOTE: LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM THE BEST INFORMATION AVAILABLE. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (800) 227-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION AND POTHOLE FOR EXACT LOCATION.

CONDUCTOR SCHEDULE										
CONDUCTOR DESIGNATION	No. OF CONDUCTORS									
	RUN NUMBER									
	1	2	3	4	5	6	7	8	9	10
NO. 14 CONDUCTORS										
Ø4	3	3	3	3	3	3				
Ø6	3	3	3	3	3	3				
Ø6P	2	2	2	2	2	2				
Ø6PPB	1	1	1	1	1	1				
SIGNAL COMMON	1	1	1	1	1	1				
SPARES	3	3	3	3	3	3				
PEU					3	3	3			
TOTAL NO. 14 CONDUCTORS	13	13	13	13	16	16	3			
DETECTOR CABLES										
Ø4			6	6	6	6				
Ø6		6	6	6	6	6				
TOTAL DETECTOR CABLES		6	12	12	12	12				
CABLES										
VIDEO DETECTION (VIDEO/POWER)					1	1				
NO. 12 CONDUCTORS										
EQUIPMENT GROUND										
PPB COMMON	1	1	1	1	1	1				
TOTAL NO. 12 CONDUCTORS	1	1	1	1	1	1				
NO. 10 CONDUCTORS										
COMMON GROUND	1	1	1	1	1	1	1	1	1	
LUMINAIRES	2	2	2	2	2	2	2	2	2	
LUMINAIRE COMMON	1	1	1	1	1	1	1	1	1	
TOTAL NO. 10 CONDUCTORS	4	4	4	4	4	4	4	4	4	
NO. 6 CONDUCTORS										
SERVICE							3	3		3
GROUND							1	1		1
TOTAL NO. 6 CONDUCTORS							4	4		4
CONDUIT	NEW / EXISTING	N	N	N	N	N	N	N	N	N
	QUANTITY	1	1	2	2	2	2	1	2	1
	SIZE (INCHES)	2	4	4	4	4	4	2	2	1.5

EQUIPMENT AND POLE SCHEDULE									
NO.	STANDARD			VEHICLE SIGNAL MOUNTING		PED. SIGNAL MOUNTING	PPB	LUMINAIRE WATTAGE (LED)	SPECIAL REQUIREMENTS *
	TYPE	SIG. MA (FEET)	LUM. MA (FEET)	MAST ARM	POLE		Ø		
A	15	–	15	–	–	–	–	200W (EQ)	
B	15	–	15	–	–	–	–	200W (EQ)	
C	I5TS	–	12	–	SV–2–TA	SP–1–T	6	200W (EQ)	
D	I5TS	–	12	–	–	SP–1–T	6	200W (EQ)	
E	18–2–100	30	–	MAS	SV–1–T	–	–	–	RIGHT ANGLE VISORS WITH DIRECTIONAL LOUVERS (L=18”)
F	24–3–100	40 F=15	12	MAS	SV–1–T	–	–	200W (EQ)	LEFT ANGLE VISORS WITH DIRECTIONAL LOUVERS (L=18”). VIVDS ON LMA. PEU

** ALL SIGNAL EQUIPMENT AND POLES LISTED IN THIS SCHEDULE WILL BE FURNISHED BY CITY AND STATE AND INSTALLED BY CONTRACTOR. CONTROLLER ASSEMBLY, BITRAN PROM, AND CONFLICT MONITOR WILL BE FURNISHED BY CITY AND STATE AND INSTALLED BY CONTRACTOR. ALL OTHER AUXILLARY EQUIPMENT AND MATERIALS SHALL BE PROVIDED BY CONTRACTOR.

Dist

COUNTY

ROUTE

POST MILES
TOTAL PROJECT

SHEET
No.

TOTAL
SHEETS

01

MEN

101, SR222

R23.33-R23.58
L0.4-L0.5

33

35



REGISTERED CIVIL ENGINEER

7/20/2017

DATE

PLANS APPROVAL DATE



THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

SIGNALS AND
LIGHTING 4
E-4



EROSION CONTROL PLAN
SCALE: 1"=50'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
01	MEN	101, SR222	R23.33-R23.58 L0.4-L0.5	34	35


REGISTERED CIVIL ENGINEER

7/20/2017
DATE

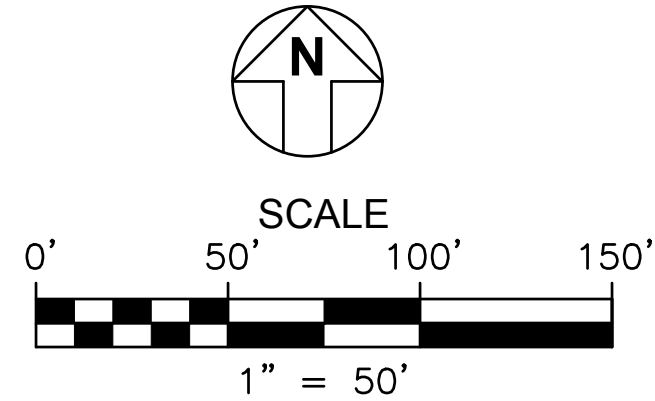
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COPIES OF THIS PLAN SHEET.

GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481





LEGEND

- DIRECTION OF FLOW
- FIBER ROLLS (TYPE 1)
- SLOPE RATIO (e.g., 2:1)
- EROSION CONTROL (RECP AND HYDROSEED)

SHEET NOTES

- THESE PLANS SHOW MINIMUM LEVELS OF PERMANENT EROSION CONTROL FOR THE PROJECT. ADJUSTMENT / MODIFICATIONS SHALL BE MADE IN REGARD TO ADDRESS ACTUAL SITE CONDITIONS AS DIRECTED BY ENGINEER.
- FOR ACCURATE RIGHT OF WAY AND ACCESS DATA CONTACT RIGHT OF WAY ENGINEER AT DISTRICT OFFICE.

EROSION CONTROL PLAN 1 EC-1

ROADSIDE SIGN QUANTITIES								
PLAN SHEET	SIGN CODE	PANEL SIZE (IN)	POST SIZE (IN)	INSTALL (EA)		RELOCATE (EA)		REMOVE (EA)
				ONE POST	STRAP & SADDLE BRACKET METHOD	ONE POST	TWO POST	ONE POST (WOOD POST)
S1	D1-3	VARIABLE	4 x 4				3	
S1	G26-2	35 x 30	4 x 6			2		
S1	G92A	48 x 30	4 x 4			2		
S1	M3-3	24 x 12	4 x 4			2		
S1	M6-2A	21 x 15	4 x 4			2		
S1	R1-2	36 x 36 x 36	4 x 4			1		
S1	R3-2	24 x 24	4 x 4	1	1	1		
S1	R4-1	24 x 30	4 x 4	1	1			
S1	R5-1	30 x 30	4 x 4			3		
S1	R5-1A	36 x 24	4 x 4			3		
S1	R5-10C	12 x 24	4 x 4	2	2	1		
S1	R6-1	36 x 12	4 x 4	2	2	1		1
S1	R9-3B	18 x 12	4 x 4	1	1			
S1	R13A	18 x 30	4 x 4	2	2			
S1, S2	W3-3	30 x 30	4 x 4	1	2			
S1	W4-1	36 x 36	4 x 4					1
S1	W4-2	36 x 36	4 x 4	1	1			
S1	W9-1	36 x 36	4 x 4	1	1			
S1	W11-2	30 x 30	4 x 4			1		
S1	W34C	36 x 54	4 x 6			2		

TEMPORARY WATER POLLUTION CONTROL QUANTITIES		
ALIGNMENT	TEMPORARY DRAINAGE INLET PROTECTION (EA.)	TEMPORARY SILT FENCE (LF)
A1	1	270
E1	1	365
F1	2	890

CHAIN LINK FENCE QUANTITIES		
ALIGNMENT	REMOVE (LF)	INSTALL* (LF)
F1 STA 80+50 TO STA 82+68	188	213

*INSTALL TYPE CL-1.8 CHAIN LINK FENCE

EROSION CONTROL							
ALIGNMENT	AREA (SF)	FIBER (LB)	COMPOST (LB)	STABILIZING EMULSION (LB)	STRAW (LB)	SEED (LB)	FIBER ROLLS (LF)
A1	10,950	440	785	45	900	9	385
E1	5,100	205	370	21	420	5	135
F1	24,130	970	1730	100	1980	20	1060

ROADWAY QUANTITIES																									
ALIGNMENT	HMA (TYPE A) (TONS)	CLASS 2 AGGREGATE BASE (CY)	CLASS 2 AGGREGATE SUBBASE (CY)	MINOR CONC. C&G (TYPE 2-6) (LF)	MINOR CONC. CURB (TYPE A1-6) (LF)	MINOR CONC. CURB (TYPE A1-8) (LF)	REMOVE CURB AND GUTTER (LF)	REMOVE CURB (LF)	COLD PLANE AC (SF)	REMOVE AC PAVEMENT AND BASE (SY)	REMOVE GUARD RAILING (LF)	REMOVE CHAIN LINK FENCE (LF)	ROADWAY EXCAVATION (CY)	STRUCTURAL EXCAVATION (CY)	REMOVE CONCRETE SIDEWALK (SY)	MINOR CONCRETE SIDEWALK (SF)	MINOR CONCRETE (STAMPED CONC) (SF)	MINOR CONCRETE CURB RAMP (EA)	CURB RAMP DETECTABLE WARNING (SF)	SHOULDER BACKING (CY)	STRUCTURAL CONCRETE (RET. WALL) (CY)	STRUCTURAL CONCRETE (HEADWALL) (CY)	ALTERNATIVE CRASH CUSHION (EA)	PIPE HAND RAILING (LF)	TEMPORARY FENCE (ESA) (LF)
A1	797	263	285	405	1,015	-	565	100	339	368	125	-	1,927	-	257	2,376	-	-	-	2	-	-	1	115	200
E1	378	569	614	283	-	-	1,031	-	28	716	-	-	367	-	24	-	-	-	-	8	-	-	-	-	162
F1	925	740	799	124	28	52	675	-	26	1,077	-	188	1,686	-	189	539	1,375	2	36	10	-	6	-	-	133
W1	-	-	-	-	-	-	-	-	-	-	-	-	-	400	-	-	-	-	-	-	240	-	-	-	-

PAVEMENT DELINEATION QUANTITIES																						
THERMOPLASTIC TRAFFIC STRIPE								PAVEMENT MARKER			THERMOPLASTIC PAVEMENT MARKING								DELINEATOR		OBJECT MARKER	
4" SOLID YELLOW DET 25 (LF)	4" SOLID WHITE DET 27B (LF)	4" BROKEN YELLOW DET 25A (LF)	4" BROKEN WHITE DET 9 (LF)	4" DOUBLE YELLOW DET 22 (LF)	8" SOLID WHITE DET 36 (LF)	8" SOLID WHITE DET 38 (LF)	8" SOLID WHITE DET 38A (LF)	RETROM - REFLECTIVE TYPE D (EA)	RETRO- REFLECTIVE TYPE G (EA)	RETRO- REFLECTIVE TYPE H (EA)	TYPE I (10'-0') ARROW (SQ. FT)	TYPE II ARROW (SQ. FT)	TYPE III ARROW (SQ. FT)	TYPE IV ARROW (SQ. FT)	TYPE V ARROW (SQ. FT)	TYPE VI ARROW (SQ. FT)	TYPE VII ARROW (SQ. FT)	CROSSWALK LIMIT / YIELD LINE (SQ. FT)	CLASS 1 TYPE F (EA)	CLASS 1 TYPE G (EA)	(EA)	
568	2457	1046	740	355	286	214	668	16	47	63	42	45	420	90	198	126	81	211	39	19	4	

Dist

COUNTY

ROUTE

POST MILES TOTAL PROJECT

SHEET No.

TOTAL SHEETS

01

MEN

101, SR222

R23.33-R23.58
L0.4-L0.5

35

35



REGISTERED CIVIL ENGINEER

7/20/2017

DATE



PLANS APPROVAL DATE

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GHD INC.
2235 MERCURY WAY, STE 150
SANTA ROSA, CA 95407

TALMAGE INTERCHANGE
UKIAH, CA 95481

NOTES:

1. ALL QUANTITIES SHOWN ARE APPROXIMATE, AND ARE NOT INTENDED TO BE USED AS A BASIS FOR MEASUREMENT AND PAYMENT.

SUMMARY OF QUANTITIES

Q-1

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
TALMAGE ROAD INTERCHANGE
SPECIFICATION NO. 17-07**



CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

NON-MANDATORY PRE-BID AND PRE-QUALIFICATION INFORMATIONAL MEETING
11:00 a.m., Tuesday, August 15, 2017
City of Ukiah Annex, Conference Room 5, 411 West Clay Street, Ukiah, California 95482

**Bids Open: Tuesday, September 12, 2017
2:00 p.m.
Office of City Clerk**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JIM BROWN – MAYOR
KEVIN DOBLE – VICE MAYOR
DOUGLAS CRANE – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER
MAUREEN MULHEREN – 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

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS

JULY 2017

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1-06. Bid Guaranty

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- 4 Scope of Work
- 5 Control of Work
- 6 Control of Materials
- 7 Legal Relations and Responsibility to the Public
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- 12 Temporary Traffic Control
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- 15 Existing Facilities
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- 18 Dust Palliative
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- 22 Finishing Roadway (not used)

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- 24 Stabilized Soils (not used)
- 25 Aggregate Subbases
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- 27 Cement Treated Bases (not used)

- 28 Concrete Bases (not used)
- 29 Treated Permeable Bases (not used)
- 30 Reclaimed Pavement (not used)
- 31 Reserved (not used)
- 32 Reserved (not used)
- 33 Reserved (not used)
- 34 Reserved (not used)
- 35 Reserved (not used)

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- 37 Seal Coats (not used)
- 38 Reserved (not used)
- 39 Asphalt Concrete
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- 43 Reserved (not used)
- 44 Reserved (not used)

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- 47 Earth Retaining Systems (not used)
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- 49 Piling (not used)
- 50 Prestressing Concrete (not used)
- 51 Concrete Structures
- 52 Reinforcement (not used)
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- 54 Waterproofing (not used)
- 55 Steel Structures (not used)
- 56 Overhead Sign Structures, Standards, and Poles (not used)
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- 60 Existing Structures (not used)

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- 63 Reserved (not used)
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NOTICE TO BIDDERS FOR TALMAGE ROAD INTERCHANGE SPECIFICATION NO. 17-07

NOTICE IS HEREBY GIVEN that sealed standard proposals for TALMAGE ROAD INTERCHANGE 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, September 12, 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 "TALMAGE ROAD INTERCHANGE." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1	Talmage Road Interchange	1	LS

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of \$150.** Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 411 W Clay Street, Ukiah, 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 responsible bid of a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, except as under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director 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 for the City of Ukiah. Copies of his/her General Prevailing Wage Determination 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 California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

Notice of Prospective Bidder Pre-Qualification Requirement

Notice is hereby given that all bidders must be pre-qualified prior to submitting a bid on this project. To be listed on the final qualified Bidders list, the Contractor must have completed the pre-qualification questionnaire, provided all materials requested therein, and received a qualifying score. Pre-qualification Documents are available as a separate package from the balance of the bid documents at locations where plans and specifications for this project are obtained. A copy of the Pre-qualification Documents can be downloaded from the City's website at: www.cityofukiah.com/purchasing or picked up at no charge from the City Purchasing office located at 411 West Clay. **A Non-Mandatory Pre-Bid and Pre-Qualification Informational Meeting will be held Tuesday, August 15, 2017 at 11:00 a.m. at the City of Ukiah Annex, Conference Room 5, 411 West Clay Street, Ukiah, California, 95482. Prequalification Questionnaires must be filed with the City of Ukiah's City Clerk Office at 300 Seminary Avenue, Ukiah, California 95482 by 5:00 p.m. on Tuesday, August 22, 2017.**

Bids will be accepted only from prospective bidders meeting the pre-qualification requirements. ⁵² se
contractors who have met the pre-qualification requirements for Specification No. 17-09 Transportation
Improvements for Redwood Business Park will be pre-qualified for this project, and will not need to re-
apply.

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

Dated: 7/21/17 Kristine Lawler

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: July 25, 2017 and August 1, 2017

INSTRUCTIONS TO BIDDERS

TALMAGE ROAD INTERCHANGE shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

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

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

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

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

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

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

The work is to be completed within ONE HUNDRED (100) 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.

Prospective Bidder Pre-Qualification

All borrowers that receive I-Bank financing above \$2 million, and that are also the entity awarding the construction contract, must pre-qualify contractors bidding on the I-Bank financed project using the model pre-qualification questionnaire approved by the Department of Industrial Relations pursuant to AB 574 (Chapter 972 of the Statutes of 1999).

All prospective Bidders must fully complete the pre-qualification questionnaire, provide all materials requested therein, and be scored high enough to be approved by the City of Ukiah to be on the final qualified Bidders list. The separately bound questionnaire can be obtained from the City's website, at www.cityofukiah.com/purchasing with the other project documents, or are available for no fee from the City of

Ukiah's Purchasing Office, 411 West Clay Street, Ukiah, CA 95482.

A Non-Mandatory Pre-Bid and Prequalification Informational Meeting will be held on Tuesday, August 15, 2017 at 11:00 a.m. at the City of Ukiah Annex, Conference Room 5, 411 West Clay Street, Ukiah, California 95482. **Completed Pre-Qualification Questionnaires are to be submitted to the City of Ukiah's City Clerk office at 300 Seminary Avenue, Ukiah, California, 95482 by 5:00 p.m. Tuesday, August 22, 2017.** Qualification notices will be sent to contractors by Tuesday, August 29th, 2017.

Pre-qualification approval will remain valid for 12 months from the date of notice of qualification, with certain exceptions as described in the pre-qualification questionnaire. Those contractors who have met the pre-qualification requirements for Specification No. 17-09 Transportation Improvements for Redwood Business Park will be pre-qualified for this project, and will not need to re-apply.

Examination of Site, Drawings, Etc.

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

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

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

Bidder Inquiries and Questions

Inquiries 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 is within the City of Ukiah. Project is located in and around Talmage Road, Munson Frontage Road and the Talmage Road interchange with U.S. 101.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the

character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

SECTION 4. BONDS

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

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

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

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and

failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the

contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or

other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

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

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

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

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

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments 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. The City has obtained an encroachment permit from the California Department of Transportation District 1 for the project, which is available for review. The Contractor is required to obtain an encroachment permit from and pay any associated fees to the California Department of Transportation District 1 for the construction of the project.

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

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

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

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

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

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

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

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

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

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at

his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

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

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

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

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and

welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

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

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

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

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

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

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

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

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

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

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

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

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

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

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

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall

have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

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

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

SECTION 9. PROSECUTION OF WORK

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

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in

order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

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

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

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

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

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

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

SECTION 10. PAYMENT

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

10-02. Progress Estimates and Payment.

1. References to the California Department of Transportation Standard Specifications in these Special Provisions and on the Drawings are for technical information and details only and do not modify payment procedures described herein. Payment for the Work will be in accordance with this Section. Indications in the Standard Specifications of payment for any element of the Work by Owner other than as part of a Bid Item are not applicable to this Contract. Indications in the Standard Specifications of additional compensation for any element of the Work other than as described in this Section are not applicable to this Contract.
2. The Contractor shall submit a schedule of values in spreadsheet format compatible with the latest version of Microsoft Excel to the Engineer prior to the first payment and within ten (10) days after Notice to Proceed. The schedule of values, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.
 - (a) Determine the quantities required to complete the work shown on the Contract Drawings.
 - i. The Contractor shall be responsible for the accuracy of the quantities and values used in the Schedule of Values submitted for approval.
 - ii. The sum of the amounts for the units of work listed in the Schedule of Values shall be equal to the contract lump sum price bid for the work.
 - iii. Overhead and profit shall be included in each individual unit listed in the Schedule of Values.
 - (b) List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, erosion control measures, equipment testing, facility startup, and contract closeout separately.
 - i. Break down the cost for mobilization into specific line items that detail costs associated with mobilization (e.g., field offices, temporary infrastructure, temporary utilities, portable sanitary provisions, equipment mobilization).
 - ii. Failure to detail the costs within mobilization shall result in the line item being rejected and payment of the value of the line item being delayed until final payment.
3. The schedule of values shall, as a minimum, include the following items:
 - (a) Bonds & Insurance
 - (b) Mobilization
 - (c) Demobilization
 - (d) Progress Schedule
 - (e) Shoring
 - (f) Final Clean-up/Contract Closeout
 - (g) SWPPP Plan, Maintenance, Reporting
 - (h) Temporary Fences

(i) Construction Area Traffic Control Devices

(j) Construction Surveying

(k) Demolition

- i. Remove fencing
- ii. Remove pavement markings
- iii. Remove signs
- iv. Remove headwall
- v. Remove / abandon utilities
- vi. Remove concrete curb
- vii. Remove concrete curb & gutter
- viii. Remove sidewalk
- ix. Remove guardrail

(l) Utilities

- i. Utility clearances
- ii. Utility conflict allowance
- iii. Adjust utility covers to grade

(m) Cold Plane Asphalt Concrete Pavement

(n) Clearing and Grubbing

(o) Roadway Excavation

- i. General roadway excavation (not CG & S)
- ii. Remove unsuitable material
- iii. Subgrade enhancement geotextile
- iv. Import borrow

(p) Permanent Erosion Control

(q) Aggregate Subbase

(r) Aggregate Base

(s) Hot Mix Asphalt

- i. Pavement

- (t) Structural Concrete (retaining wall and headwall)
 - (u) Roadside Signs
 - (v) Paint curb
 - (w) Storm Drain
 - i. Pipe
 - ii. Drainage Inlets
 - (x) Permeable Material
 - (y) Minor Concrete & Associated Grading
 - i. Curb
 - ii. Curb & Gutter
 - iii. Sidewalk
 - iv. Median island paving
 - v. Curb ramp
 - vi. Curb ramp detectable surface
 - (z) Fences and Gates
 - i. Chain link fence
 - ii. Pedestrian barricade
 - iii. Pipe hand railing
 - (aa) Traffic Striping, Markings, Raised Pavement Markers and Delineators
 - (bb) Crash Cushion (ADIEM)
 - (cc) Signals, Lighting and Electrical Systems
 - i. Signal & Light (Talmage Road/U.S. 101 off-ramp to westbound Talmage Road)
 - ii. Remove Lighting Standard
 - iii. Install Lighting Standard
4. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly progress payment request.
 5. The cost breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities

of work. The cost breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the cost breakdown.

6. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.
7. Application for payment will not be accepted by Engineer until Contractor's Schedule of Values is accepted by Engineer.
8. 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.
9. 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 Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
- (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
- (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000);

and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

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

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

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

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

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

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

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

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

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

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified in the final inspection and delivered all required documentation, Contractor may make application for final payment following the procedure for progress payments.

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

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

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

The date of payment of any request 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 and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

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

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to

the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and generally consists of transportation improvements to the southbound Talmage Road interchange with U.S. 101, including pavement demolition and reconstruction, pavement overlay, a new traffic signal at the intersection of Talmage Road and the U.S. 101 southbound off-ramp to westbound Talmage Road, demolition and reconstruction of sidewalk, curb and gutter, striping and signing, ADA curb ramps, fencing and hand railing, installation of new storm drainage piping and inlets, installation of permanent erosion controls and BMPs, signing and striping, and all associated clearing and demolition work. General locations of the work is Talmage Road and the Talmage Road interchange with U.S. 101.

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	Construction Details (Special Provisions)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in on the Plans. The Plans consist of thirty-five (35) sheets numbered 1 through 35 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 provide, procure, and pay for all permits required to complete this work. The Contractor shall obtain an encroachment permit from the City of Ukiah 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. The Contractor shall obtain an encroachment permit from and pay all associated fees to the California Department of Transportation District 1 for all work within the State Right-of-Way.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation 2015, are hereby made a part of these special provisions, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." These special provisions specify the qualitative technical requirements of the project.

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

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer..

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

Laboratory - The designated laboratory authorized by the City of Ukiah and approved by Caltrans to test materials and work involved in the contract.

State or Owner - The City of Ukiah or California Department of Transportation (Caltrans)

Other terms appearing in the Standard Specifications and the Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

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

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety" of the Standard Specifications. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12-1.01, "General," and 12-3, "Traffic-Handling Equipment and Devices," of the 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. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial and residential businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting property owners or managers of the businesses at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor's attention is also directed to Section 13, "Water Pollution Control," of the Standard Specifications and to Section 13-3, "Storm Water Pollution Prevention Plan", of the Standard Specifications concerning the requirement for submittal to the Engineer for approval a Storm Water Pollution Prevention Plan (SWPPP) for the control of pollution to adjacent drainage courses during the construction of the project. Said SWPPP shall include the erosion control provisions required by Section 13, "Water Pollution Control", of the Construction Details.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one (1) year from the date of final acceptance, except where longer warranties are specified herein. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

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

12-13. Dust Control. Dust control shall conform to the provisions of Section 18 "Dust Palliatives" of the Standard Specifications.

In accordance with the recommendations contained in the certified Project EIR, dust shall be managed all active construction areas by water at least twice daily and more often during hot or windy periods or use of a dust palliative. The active areas adjacent to businesses and residential areas 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 with hot mix asphalt or have a stabilized access in accordance with the details of TC-1, "Stabilized Construction Entrance/Exit," of the Caltrans Construction Site Best Management Practices Manual or Standard Plan T58. Unpaved construction staging areas shall receive the application of either water twice daily or a dust palliative. 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

12-14. Noise Control. The Contractor's attention is directed to the provisions of Section 14-8.02, "Noise Control", of the Standard Specifications and Section 9.08, 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 Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

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.

12-15. Watering. The application of water shall be performed in accordance with the provisions of Section 18, "Dust Palliatives," of the Standard Specifications except as modified by these Special Provisions. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City's Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software, or an equivalent software application approved by the Engineer. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks.

12-18. Progress Meetings. The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

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. Public Notification. The Contractor shall be responsible for all public notification regarding construction work, 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, Ukiah Unified School District, Ukiah Municipal Airport, access off Airport Park Boulevard and Talmage Road will be affected by potential detours and street closures, with recommended alternate routes of travel. Access 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 intersections 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 13 - CONSTRUCTION DETAILS

STANDARD PLAN LIST

The following Standard Plans are incorporated by reference:

A3A	A3B	A3C	A10A	A10B	A10C	A10D	A10E	A10F	A10G
A20A	A20B	A20C	A20D	A24A	A24B	A24C	A24E	A62A	A62B
A62F	A73A	A73B	A73C	A85	A85A	A85B	A87A	A88A	A88B
D71	D72B	D74C	D77B	D78A	D89	D97C	H51	T3A	T3B
T13	T14	T51	T52	T53	T54	T55	T56	T57	T58
T59	T61	T62	T63	T64	T65	BO-3	B3-3B	B3-5	B3-6
RS1	RS2	RS3	S95	ES-1A	ES-1B	ES-1C	ES-2B	ES-2C	ES-2D
ES-3A	ES-3C	ES-4A	ES-4B	ES-4C	ES-4D	ES-4E	ES-5A	ES-5B	ES-5C
ES-5D	ES-6A	ES-6B	ES-7A	ES-7B	ES-7D	ES-7E	ES-7M	ES-7N	ES-7Q
ES-7R	ES-8	ES-9A	ES-10	ES-11	ES-13A	ES-13B			

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^^
DIVISION I GENERAL PROVISIONS
1 GENERAL

Not Used

2 BIDDING

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	
Available as specified in the <i>Standard Specifications</i>	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: City of Ukiah Public Works Dept. Telephone no.: (707) 463-6755	Logs of test borings

AA

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.06:

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.

AA

4 SCOPE OF WORK

Replace section 4-1.03 with:

The work involves widening and realignment of specific portions of Talmage Road (State Route 222) and the southbound U.S. 101 on and off ramps east of Airport Park Boulevard in Ukiah, CA. The work includes clearing and grubbing, demolition, SWPPP implementation, erosion controls and BMPs, excavation, fill, grading, compaction, retaining wall, curb, gutter, sidewalk, pedestrian ramps, asphalt paving, striping, signing, traffic signals, and related improvements. The work is within the State Right-of-Way and City Right-of-Way.

AA

5 CONTROL OF WORK

Add to section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

City Contract no.	County–Route–Post Mile	Location	Type of work
17-09	Talmage Road Airport Park Boulevard Commerce Drive Hastings Avenue	City of Ukiah, Talmage Road up to 200 feet east of Airport Park Boulevard	Transportation improvements, signals, striping, sidewalk, curb and gutter, paving

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

State Contract no.	County–Route–Post Mile	Location	Type of work
01-0C8404	MEN-101-R24.1	In Ukiah	Replace Crash Cushions
01-0F4104	MEN-101-R24.3	In Ukiah	Repair Bridge

Replace section 5-1.26 with:

Construction surveying including horizontal and vertical control and construction staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points established by the City and shown on the Plans. Vertical Control Points are shown on the Plans.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth a minimum of five working days in advance of excavation. The limited utility information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum. Additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work.

Add to section 5-1.36A:

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.

The City will not arrange temporary 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).

AA

6 CONTROL OF MATERIALS

Add to section 6-2.01A:

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed. The City shall perform the necessary material sampling and testing to verify the work meets the specified quality requirements. The City will perform all soil and aggregate sampling and testing using an independent testing laboratory firm licensed to perform such tests. Other required sampling and testing will be performed by the City's independent laboratory certified to perform the type of sampling

and testing assigned to or requested of them. Should any test result indicate a non-compliance with the requirements of the Contract Documents, the Contractor shall remove and reconstruct or rework the non-complying portion of work at no additional cost to the City. All reconstructed and reworked items of work shall be tested at the Contractor's expense in the same manner as required for the initial work at no additional cost to the City. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the Engineer as to the Contractor's proposed methods for removal, reconstruction, or rework.

Examples of material tests required by the Contractor on this project include, but are not limited to, compaction and gradation of aggregate base, Portland cement concrete and hot mix asphalt, compaction on roadway subgrade, and gradation & durability on aggregate materials.

The City reserves the right to test, at its own cost, any item of work that has been tested by the Contractor and any independent testing performed by the City shall not relieve the Contractor of his responsibility for sampling, testing, reporting and overall quality control required by the Contract Documents. Should any independent tests performed by the City indicate non-compliance with the Contract Documents, upon notice of the Engineer, the Contractor shall retest that portion of the work not in compliance to the independent test. The City will closely monitor the Contractor's retest. Should the Contractor's retest indicate compliance with the Contract Documents, the direct costs related to the retest shall be paid as extra work pursuant to the provisions provided in Section 9 of the Standard Specifications. Should the Contractor's retest indicate non-compliance, the Contractor shall remove, reconstruct, or rework the non-complying portion of work and the cost of the replacement work and retest shall be borne by the Contractor.

The Contractor shall be responsible for all material and functional testing required for all electrical, lighting and traffic signal equipment as required by the Standard Specifications.

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02K(6)(j)(iii) with:

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of existing earth material containing lead and existing yellow thermoplastic and yellow painted traffic strip containing lead.

Submit a lead compliance plan not less than 15 days prior to the start of the removal operations.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The earth material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way. Haul and place the excavated material on the right-of-way at locations shown on the Plans.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 1
3. CA Department of Toxic Substances Control

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and

pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 California Code of Regulations. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Lead compliance plan must include the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The plan must include:

1. Objective of the operation.
2. Removal equipment.
3. Type of hazardous waste storage containers.
4. Container storage location and how it will be secured.
5. Hazardous waste sampling protocol and QA/QC requirements and procedures.
6. Qualifications of sampling personnel.
7. Analytical lab that will perform the analyses.
8. CA Department of Toxic Substances Control (DTSC) registration certificate and California Highway Patrol (CHP) Biennial Inspection of Terminals (BIT) Program compliance documentation of the hazardous waste hauler that will transport the hazardous waste.
9. Disposal site that will accept the yellow thermoplastic and paint hazardous waste residue.

The yellow thermoplastic and yellow painted traffic stripe and pavement marking material shall not be disposed of on site. When disposing of material:

1. Disclose the lead concentration of the material to the receiving property owner when obtaining authorization for disposal on the property
2. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal
3. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of the yellow thermoplastic and yellow painted traffic stripe and pavement marking material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to section 7-1.03:

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.

Add to section 7-1.04:

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.

AA

8 PROSECUTION AND PROGRESS

Add to section 8-1.02C(1):

Level 2 Critical Path Method (CPM) Progress schedule will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. Progress schedule will be paid for as described in Section 13-04.7.

Add to section 8-1.02C(3)(a):

Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software or approved equivalent.

Replace section 8-1.02E with:

The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor, City and Caltrans, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

Replace section 8-1.03 with:

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. Engineer will prepare and distribute an agenda for the preconstruction conference.

Add to section 8-1.04B:

The Contractor shall obtain and pay for all permits required to complete this work except the required City of Ukiah encroachment permit for work within the City right-of-way. The Contractor shall obtain an encroachment permit from the City of Ukiah 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.

Replace "Reserved" in section 8-1.04C with:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah to the Contractor.

The Contractor shall apply for and obtain an encroachment permit from the California Department of Transportation (Caltrans) District 1 to construct improvements within the State Right-of-Way. All costs associated with applying for, obtaining and maintaining said permit shall be borne by the Contractor.

Do not start job site activities until the Department authorizes or accepts your submittal for:

- ## 1. SWPPP

- D. Dimension location of signs and cone tapers.
- E. Identify side streets and driveways affected by construction and show how they will be handled.
- F. Show how pedestrian traffic will be handled through the construction site.
- G. Show how public transit will be handled through the construction area.
- H. Demonstrate how two-way traffic will be maintained.
- I. Identify message board locations. A minimum of 2 changeable message boards and 2 arrow boards shall be required.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

Replace section 12-1.03 with:

The Contractor shall be responsible for all costs of furnishing all flaggers, including transporting flaggers and furnishing all materials and equipment to provide passage of traffic through the work as specified in section 7-1.03 and 7-1.04.

Add to section 12-3.01A(1):

Construction area traffic control signs, equipment and devices shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 7-1.03 and Section 12 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices, and the latest edition (MUTCD), and as directed by the Engineer.

Notify Underground Services Alert (USA) at (800) 227-2600 a minimum of 2 working days prior to installing signposts.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from these responsibilities.

Replace section 12-3.20D with:

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

Replace section 12-3.22A with:

Alternative temporary crash cushion must be furnished and installed as shown on the plans or where designated by the Engineer and under these special provisions.

Whenever work activity exposes traffic to a fixed obstacle, protect the traffic from the obstacle with a temporary crash cushion. The temporary crash cushion must be in place before opening traffic lanes adjacent to the obstacle.

Replace section 12-3.22B with:

Alternatives for temporary crash cushion systems consist of one of the following or Department authorized equal:

1. CRASH CUSHION (TYPE ADIEM) – Crash cushion (Type ADIEM) is an ADIEM 350 manufactured by Trinity Highway Products, LLC located in Centerville, Utah. The ADIEM 350 is obtained from Trinity Highway Products, LLC, 950 West 400 South, Centerville, UT 84014, telephone (800) 772-7976.

2. CRASH CUSHION (QuadGuard CZ System) – Crash cushion (QuadGuard CZ System) is from Energy Absorption Systems, Inc. The QuadGuard CZ system is obtained from the distributor, Traffic Control Service, Inc., 1818 E. Orangethorp, Fullerton, CA 92831, telephone (800) 222-8274.
3. CRASH CUSHION (TYPE ABSORB) – Crash cushion (Type Absorb) is an ABSORB 350, 9-element system, as manufactured by Barrier Systems, Inc. The ABSORB 350, 9 element system is obtained from the distributor, Statewide Traffic Safety and Signs, telephone (800) 559-7080.

Replace section 12-3.22C with:

Alternative temporary crash cushion are installed under the manufacturer's instructions and these special provisions.

Submit one copy of the manufacturer's plan and parts list for the alternative temporary crash cushion to be installed.

Submit a certificate of compliance for alternative temporary crash cushion.

Maintain in place alternative temporary crash cushion at each location including times when work is not actively in progress. Remove alternative temporary crash cushion when no longer required as determined by the Engineer.

Immediately repair alternative temporary crash cushion damaged by your activities or by public traffic. Remove and replace alternative temporary crash cushions damaged beyond repair by your activities or by public traffic as determined by the Engineer.

Attach a Type R or Type P marker panel to the front of the alternative temporary crash cushion if the closest point of the alternative temporary crash cushion system is within 12 feet of the travelled way. Firmly fasten the marker panel to the alternative temporary crash cushion system with commercial quality hardware or by other authorized methods.

Relocate alternative temporary crash cushion to locations shown on plans or as directed by the Engineer. Relocation must occur within one day.

Remove alternative temporary crash cushion including marker panels, at the time of Contract acceptance. Do not install alternative temporary crash cushion in the permanent work.

Add section 12-3.22D:

A lateral move of an alternative temporary crash cushion, not shown or ordered is change order work.

Repair or replacement of alternative crash cushion damaged by public traffic will be paid for as change order work. Alternative crash cushion damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor.

Add to section 12-3.32C:

Start displaying the message on the portable changeable message signs 15 minutes before closing the lane.

Provide four (4) portable changeable message signs.

Place the portable changeable message signs in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure
3. Shoulder closure

For 5 days, starting on the day of signal activation, place 1 portable changeable message sign in each direction of travel and display the following message: "SIGNAL AHEAD -- PREPARE TO STOP."

Add to section 12-4.02A:

The Work Area 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. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting owners or managers of the business at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

Full costs for "Traffic Control System," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the bid item for "Traffic Control System," and no additional compensation will be made therefor.

Designated holidays are shown in the following table:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

For all work, if work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

No work shall commence until Contractor's Traffic Control Plan has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall maintain 2-way traffic for all work on Talmage Road.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 **daily** to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half ($\frac{1}{2}$) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-4.02A(3)(b) with:

Every Monday by noon, submit a closure schedule request of planned closures for the next week period. The next week period is defined as Friday midnight through the following Friday midnight.

Submit a closure schedule request not less than 25 days and not more than 125 days before the anticipated start of any activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled way, including shoulders, due to activities such as pavement overlays, overhead sign installation, falsework, or girder erection

Submit closure schedule amendments, including adding additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests using LCS at least 48 hours before the start time of the closure.

You will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The Department does not compensate you for your losses due to amendments to the closure schedule that are not authorized.
2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

Replace section 12-4.02C(3)(f) with:

Lane Closure Restrictions for Designated Holidays										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
xx	H xx									
	xx	H xx								
	xx		H xx	xx						
	xx			H xx						
				xx	H xx					
					xx	H xx				
						xx	H xx	xx		
Legend:										
	Refer to lane requirement charts									
xx	The full width of the traveled way must be open for use by traffic.									
H	Designated holiday									

Replace "Reserved" in section 12-4.02C(3)(j) with:

Chart no. 1																											
Complete Ramp Closure Hours/Ramp Lane Requirements																											
County: Mendocino								Route/Direction: 101 SB off to WB 222 (Talmage Road)												PM:							
Closure limits: Demolition and reconstruction of off ramp.																											
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Mon- Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend:																											
C		Ramp may be closed completely																									
REMARKS: Maintain at least one open off ramp at 101 SB off to 222 (Talmage Road). During closure, redirect exiting traffic to EB and WB Talmage Road using approved temporary traffic controls. Maintain SB on ramp open to traffic. Provide detours as necessary.																											

Chart no. 2																											
Complete Ramp Closure Hours/Ramp Lane Requirements																											
County: Mendocino								Route/Direction: 101 SB off to EB 222 (Talmage Road)										PM:									
Closure limits: Demolition and reconstruction of off ramp.																											
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Mon- Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend: C Ramp may be closed completely																											
REMARKS: Maintain at least one open off ramp at 101 SB off to 222 (Talmage Road). During closure, redirect exiting traffic to EB and WB Talmage Road using approved temporary traffic controls. Maintain SB on ramp open to traffic. Provide detours as necessary.																											

Add to section 12-4.02C(7):

12-4.02C(7)(a) General

Section 12-4.02C(7)(c) includes specifications for closing traffic lanes, ramps, or a combination, with stationary lane closures on multilane highways. The traffic control system for a lane closure or a ramp closure must comply with the details shown.

Traffic control system includes signs.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components if operated within a stationary-type lane closure must display only the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure, ramp closure, or a combination, made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the *California* MUTCD, the improvement Plans, and these special provisions.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the MUTCD.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

13 WATER POLLUTION CONTROL

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.

Discharges of stormwater from the project must comply with the permit issued by the North Coast RWQCB for *National Pollutant Discharge Elimination System (NPDES) DWQ Construction General Permit, Permit No. 2009-0009*. The North Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities in the project area. The North Coast RWQCB permit may be viewed at 5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403.

A storm water annual report must cover the preceding period from October 16th to October 15th.

14 ENVIRONMENTAL STEWARDSHIP

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 5-1.36, " Property and Facility Preservation," of the Standard Specifications.

Replace section 14-2.03A with:

Section 14-2.02 applies if archaeological resources are discovered at the job site. Archaeological resources include chipped or ground stone, historic debris, building foundations and human bone. Do not disturb the resources and immediately:

1. Stop all work within 100 feet of the discovery.
2. Protect the discovery area.
3. Notify the Engineer.

The City of Ukiah will provide a qualified archaeologist to assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City and other appropriate agencies.

Replace section 14-4.01 with:

If human remains of Native American origin are discovered during project construction, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (NAHC) (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The county coroner has been informed and has determined that no investigation of the cause of death is required; and
2. If the remains are of Native American origin, the descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provide in the PRC 5097.98.

Or:

3. The NAHC was unable to identify a decedent, or the descendent failed to make a recommendation within 24 hours after being notified by the commission.

If human remains are discovered during any demolition/construction activities, all ground-disturbing activities within a 330 foot radius of the remains shall be halted immediately, and the Mendocino County coroner shall be notified immediately, according to Section 5097.98 of the state Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the County coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall consult with the Most Likely Descendant, if any, identified by the NAHC regarding the treatment and disposition of the remains.

Should paleontological resources be identified at any project construction site, the Contractor shall cease operation within a 330 foot radius of the discovery and immediately notify the City. The City will provide a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the discovery, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

Add to section 14-6.03B:

Construction shall not cause nest abandonment of special-status species of birds or destruction of active nests of species protected by the Migratory Bird Treaty Act or Section 3503 of the California Department of Fish and Wildlife (CDFW) Code (protection of nesting passerines). The following measures shall be implemented to avoid disturbing any special status species nesting above ground. Vegetation removal conducted during the nesting period shall require a pre-construction survey for active bird nests, conducted by a qualified biologist. No known

active nests shall be disturbed without a permit or other authorization from the U.S. Fish and Wildlife Service (USFWS) and the CDFW.

1. For earth-disturbing activities occurring during the breeding season (March 1 through September 1), a qualified biologist shall conduct pre-construction surveys of all potential nesting habitat for all birds within 500 feet of earth disturbing activities.
2. If active special status bird nests are found during pre-construction surveys:
 - a. A 500 foot no-disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that all young have fledged.
 - b. A 250 foot buffer zone will be created around the nests of other special status birds and of all other birds that are protected by CDFW Code 3503. These buffer zones are consistent with CDFW avoidance guidelines; however, they may be modified in coordination with CDFW based on existing conditions at the project site.
3. If preconstruction surveys indicated that nests are inactive or potential habitat is unoccupied during the construction season, no further mitigation is required. Shrubs and trees that have been determined to be occupied by special status birds or that are located 500 feet from active nests may be removed.
4. If vegetation removal activities are delayed or suspended for more than two weeks after the pre-construction survey, the areas shall be resurveyed.

The City of Ukiah will provide a qualified biologist. The Contractor shall coordinate with the City of Ukiah and the biologist and schedule all surveys sufficiently in advance so as to not cause delays in the Work. The Contractor shall anticipate and incorporate such surveys into the construction schedule.

Replace the 2nd paragraph of section 14-8.02 with:

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of the General Conditions concerning the control of noise emissions and authorized work hours and days.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 p.m. to 7:00 a.m. except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

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 these requirements 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.

The Contractor shall comply with the Mendocino County Air Quality Management District Rules 1-410 and 4-130.

Dust control shall conform to the provisions of Section 14-11.08E and Section 18 of the Standard Specifications.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the Plans and referenced details. Unpaved construction staging areas 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.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

15 EXISTING FACILITIES

Concrete sidewalk, curb ramp, medians, shoulder and curb and gutter designated on the Plans to be removed shall be removed by the Contractor. 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 quantities (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.

16 TEMPORARY FACILITIES

DIVISION III EARTHWORK AND LANDSCAPE

Add to section 17-2.03A:

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities, lawns, landscape features and landscape irrigation and shrubbery from damage. Any such objects or

Removal of existing bituminous pavement and base materials will be paid for as "remove asphalt concrete pavement and base" for the quantities involved and no additional allowance will be made therefor.

Existing utilities exposed during subgrade excavation shall be immediately brought to the attention of the Engineer.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

In the event that the subgrade material is unstable and cannot be made stable by drying the top six inches as determined by the Engineer then the Contractor shall excavate an additional six inches, install subgrade enhancement fabric and install 6 inches of Class 2 aggregate base.

Subgrade enhancement geotextile shall be installed in accordance with the provisions of Section 19-8 of the Standard Specifications.

Prior to the placement of subgrade enhancement geotextile, the Contractor shall remove all loose dirt as left from excavation activities, scarify the subgrade a minimum depth of 6 inches, and compact to 95% relative compaction.

Subgrade enhancement geotextile shall be Class B1 per Section 96-1.02O of the Standard Specifications.

Add to section 19-2.01A:

Roadway excavation shall include all excavation, grading, ditch and swale excavation, embankment excavation and fill, subgrade preparation, disposal of excess material, and all other work as specified herein.

Add to section 19-2.03A:

The exposed subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the existing subgrade material below the new aggregate base shall be scarified to a depth of 6 inches, moisture conditioned to within 2 percent of optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Add to section 19-3.03B:

The exposed retaining wall subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the subgrade shall be scarified to a depth of 6 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to a minimum of 95 percent relative compaction.

Add to section 19-7.02C:

Imported borrow shall have a minimum Resistance Value (R-Value) of 20, rock particles no larger than 3 inches, and with 10-40 percent passing a No. 200 sieve.

Add to section 19-9.01

This work shall consist of constructing shoulder backing adjacent to the edge of new surfacing in conformance with the details shown on the plans and these special provisions.

Add to section 19-9.02

Material for shoulder backing shall be any material specified in Section 19-9.02 of the Standard Specifications, or a combination of any of these materials, conforming to the requirements of Section 19-9.02 of the Standard Specifications.

[illegible]

An existing irrigation system is present within the project area. Remove all irrigation facilities when encountered during the course of the Work and in excavations. Remove and dispose of irrigation controller, backflow preventer, water meter, enclosure, foundation and related irrigation facilities. Plug abandoned irrigation pipes with concrete at the exposed limits of excavations prior to backfilling,

[illegible]

Permanent erosion control work shall consist of applying seed, jute mesh and fiber rolls as specified in this section on all ground areas where the existing vegetation has been disturbed during the performance of the work and other areas designated by the Engineer that have been cleared of vegetation by reason of the work. Permanent erosion control shall be applied as the last item of work and it shall be applied prior to October 15. If any areas designated by the Engineer to receive permanent erosion control materials are not ready or completed prior to October 15, then temporary erosion control measures as specified in Section 13 of the Standard Specifications and these special provisions shall be implement to those areas.

All materials shall conform to Section 21-2.02, "Materials," of the Standard Specifications.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted. Seed shall conform to the following seed mix:

Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre(Slope Measurement)
Elymus glaucus (Blue Wildrye)	100	12
Hordeum brachyanthrum (Meadow Barley)	80	12
Leymus triticoides (Creeping Wildrye)	80	12
Vulpia microstachys	80	10

Fertilizer shall have a guaranteed chemical analysis of 10 percent nitrogen, 10 percent phosphoric acid and 10 percent water soluble potash.

Seed shall be applied at a rate of 80 pounds per acre (0.26 ounces per square yard) evenly over bare soils. After spreading seed, the area shall be hand raked to mix the seed into the topsoil.

Stabilizing emulsion shall be "EarthGuard" by TerraNova, Inc or approved equal. Mixing and application shall

27 CEMENT TREATED BASES

28 CONCRETE BASES

Add to section 39-2.02B(4):

Aggregate used in HMA Type A must comply with the 3/4-inch HMA Types A gradation for initial course.

Aggregate used in HMA Type A must comply with the 1/2-inch HMA Types A gradation for final course.

Add to section 39-2.01B(11):

HMA shall be 1/2-inch Type A.

The minimum asphalt binder content must be 6.0 percent for 1/2-inch aggregate.

Asphalt binder shall be PG 64-16.

Add to section 39-2.02C:

During the entire construction period, the Contractor shall take care to protect existing pavement and concrete surfaces. Surfaces scarred by cleanup or equipment shall be repaired in a manner satisfactory to the Engineer. Any and all damage caused by the Contractor's operations to existing roads and streets shall be repaired by the Contractor to at least the original condition and to the satisfaction of the Engineer, at no additional cost to the City.

If pavement is damaged (excessive loading, grouser marking, scarring/scraping of pavement, etc.) outside the limits of the work, a full lane width grinding and overlay will be required as directed by the Engineer at no additional compensation to the Contractor.

Ensure the area is clean and dry. All material accumulations which would interfere with the adhesion of the tack coat or with the placing and performance of the HMA shall be removed, including dust, loose aggregate, soil, leaves, and pieces or lumps of other foreign material deposited on the surface.

A tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and to vertical surfaces of curbs, gutters and construction joints at the minimum residual rates specified in Section 39-2.01C(3)(f) "Tack Coat" of the Standard Specifications.

Before placing HMA, a tack coat shall be furnished and applied uniformly to contact surfaces of all cold pavement joints, curbs, gutters, pavement reinforcing fabric and all existing pavement to be surfaced in conformance with Section 39 of the Standard Specifications.

Tack coat shall be applied to any course in advance of spreading the next course unless the surface temperature is at least 140 °F.

Hot mix asphalt shall not be placed until tack coat has cured.

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 track tack coat onto pavement surfaces beyond the job site.

Placing HMA shall be done under suitable weather conditions for such operations. Rain, snow or other inclement weather will be cause for discontinuing paving Work. The Engineer shall have the authority for determining whether weather conditions are sufficient cause to postpone work.

Spreading and compacting shall be performed in accordance with Section 39-2.01C and Section 39-2.02C of the Standard Specifications.

HMA shall be transferred from the trucks into the hopper of the paving machine by means of a shoulder machine equipped with a conveyor belt. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and, therefore, shall not produce

rutting or pumping of the existing roadway surface or newly placed HMA at any time. No trucks or other rubber tired construction equipment are allowed on the subgrade at any time except when proofrolling in the presence of the Engineer.

Longitudinal joints in the top layer must match specified lane edges shown on the striping Plans. Longitudinal joints in lower HMA layers shall be offset at least 0.5 feet from each side of the specified lane edges.

Finish rolling shall be completed before pavement surface temperature is below 150 degrees F.

Traffic shall not be allowed on HMA until mid-depth temperature is below 160 degrees F and the pavement surface temperature is below 140 degrees F.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

Dikes shall be shaped and compacted with equipment capable of shaping and compacting the material to the required cross section.

Add to section 39-3.04:

39-3.04 Cold Planing Asphalt Concrete Pavement

39-3.04A General

Existing asphalt concrete pavement shall be removed by cold-plane methods at the locations and to the dimensions shown on the Plans, including conform grinding. Striping and markings located within cold-plane limits shall be removed with cold planed asphalt concrete. Conform grinding asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross-sections, details, or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross-streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

When transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, temporary asphalt concrete tapers shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapers on a slope of 30:1, or flatter, to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right-of-way in accordance with the provisions of Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Operations shall be scheduled such that not more than seven (7) days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at such

conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the right-of-way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. Removal operations of cold-planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. A cold planer may not be used for recycling asphalt concrete pavement into aggregate base.

Any concrete rings (i.e., at manholes) within the roadway shall be adjusted to cleanly accommodate new HMA pavement.

Schedule cold planing activities so that not more than 3 days elapses between the time the pavement is cold planed and the HMA is placed.

39-3.04B Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

39-3.04C Construction

39-3.04C(1) General

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements herein.

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

Prior to cold planing, all utility facilities shall be lowered to below the grinding planes.

Limits of cold planing are shown on the Plans. The depths and dimensions of the cold planing and edge grinds are designated on the Plans and may vary as required to achieve design finish grades.

Cold planing may require removal of existing asphalt concrete above gutter lips, in addition to the required depth below the gutter lip.

Pavement to be cold planed may contain pavement fabric.

Prior to cold planning, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer manholes, storm drain manholes, and water valves in case emergency access is required by the agency responsible for operation of those systems.

All pavement areas designated for removal and replacement shall be cold planed to the full width of the roadway. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means

to remove this material.

If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractor's part shall be corrected by placement of asphalt concrete conforming to the requirements of these special conditions. Areas torn out due to pre-existing adhesion problems in the existing asphalt concrete shall be corrected at the City's expense as directed by the Engineer.

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance with Section 14-10, "Solid Waste Disposal and Recycling," and all applicable laws at the Contractor's expense.

Contractor shall dispose of all 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 quantities (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.

In addition to removing the cold planned asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter, cross gutter, or spandrel.

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to section 18, "Dust Palliatives," of the Standard Specifications and these special provisions.

Add to section 39-3.05C:

Asphalt and concrete removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

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 0.25-foot with a power driven saw before the concrete or asphalt concrete is removed.

Asphalt shall be removed along clean, straight lines and may be cut by any method which will not damage existing pavement, base or subgrade to remain in place. Edges of asphalt broken down during the making of subgrade shall be recut and removed before surfacing material or new asphalt pavement is placed, and no additional compensation will be made therefor. Sections of asphalt outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

Striping and markings located within asphalt pavement removal limits shall be removed as part of asphalt concrete removal.

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 and in accordance with Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. The Contractor shall provide receipts verifying delivery and approximate quantities (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.

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40 CONCRETE PAVEMENT

Note Used

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41 CONCRETE PAVEMENT REPAIR

Note Used

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42 GROOVE AND GRIND CONCRETE

Note Used

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43-44 RESERVED

Note Used

AA

DIVISION VI STRUCTURES

45 GENERAL

Note Used

AA

46 GROUND ANCHORS AND SOIL NAILS

Note Used

AA

47 EARTH RETAINING SYSTEMS

Note Used

AA

48 TEMPORARY STRUCTURES

Note Used

AA

49 PILING

Note Used

AA

50 PRESTRESSING CONCRETE

Note Used

[illegible]

This work includes constructing signal controller cabinet and service cabinet foundations, signal and lighting standard foundations, retaining walls, headwalls, and other miscellaneous structures.

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Note Used

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61 GENERAL

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Install RSP fabric on subgrade prior to placing RSP.

## 73 CONCRETE CURBS AND SIDEWALKS

Curing compound shall be used in conformance to the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications.

## 74 PUMPING EQUIPMENT AND CONTROLS

## 75 MISCELLANEOUS METAL

## 76 WELLS

## 77 LOCAL INFRASTRUCTURE

## 78 INCIDENTAL CONSTRUCTION

**79 RESERVED**

## 80 FENCES

## DIVISION IX TRAFFIC CONTROL FACILITIES

## 82 SIGNS AND MARKERS

## 83 RAILINGS AND BARRIERS

Submit shop drawings of tubular handrails and handrail anchoring, including details of fabrication, welds and bolting.



**Replace section 83-4 with:**

## 83-4.01 GENERAL

### 83-4.01A General

Crash cushion shall be furnished and installed as shown on the plans and in conformance with the provisions in the Standard Specifications and these special provisions.

### 83-4.01B Materials

Crash cushion shall be an ADIEM II-350 as manufactured by Trinity Industries, Inc., and shall include the items detailed for crash cushion shown on the plans. The successful bidder can obtain the crash cushion from the manufacturer, Trinity Highway Products, 950 West 400 South, Centerville, Utah 84014, telephone 1-800-772-7976.

The Contractor shall furnish the Engineer one copy of the manufacturer's plan and parts list.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushion conforms to the contract plans and specifications, conforms to the prequalified design and material requirements, and was manufactured in conformance with the approved quality control program.

### 83-4.01C Construction

Crash cushion shall be installed in conformance with the manufacturer's installation instructions for installation on 6" of compacted Class 2 Aggregate Base and connection to the existing overcrossing concrete barrier.

Surplus excavated material remaining after the crash cushion has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

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## 84 MARKINGS

**Add to section 84-2.01A:**

All pavement legends and traffic striping shall be applied in thermoplastic, unless otherwise noted.

**Add to section 84-2.02B:**

Thermoplastic material shall be TMT-Pathway "Duraline" hydrocarbon thin mil sprayable thermoplastic traffic marking material (1031TW and 1032TY meets State of California PTH392B), or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Legends and arrows shall be pre-formed, thermoplastic pavement markings and shall be Premark 20/20 Flex Plus, or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

**Add to section 84-2.03A:**

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed fifty square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the Plans. This shall occur no later than two hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary

tab markers shall be placed not more than twelve (12') feet apart on curves nor more than twenty-four (24') feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure two (2") inches tall by three and one-half (3-1/2") inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Engineer. The Engineer shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Engineer. The Contractor shall allow a minimum of three (3) working days for review of the layout by the Engineer.

Permanent traffic striping and markings including legends and arrows shall be placed within twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of \$150 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

**Add to section 84-2.03B:**

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. Removal of existing striping and markings shall not materially damage the underlying pavement.

Existing striping and markings shall be protected from damage in accordance with Section 84-1.03B of the Standard Specifications. The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or center line, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

**Add to section 84-2.03C(2)(a):**

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the Engineer.

**Replace the 2nd paragraph in section 84-2.03C(2)(b) with:**

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.34 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

**Replace the 2nd and 3rd paragraphs in section 84-2.03C(2)(c) with:**

Apply sprayable thermoplastic at a rate of at least 0.34 lb/ft of 4-inch wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.100 inch thick.



traffic signal or luminaire mast arms as shown on the Plans; and including all wires, cables, connections, video detection processor (VDP), cabinet interface ICC modules in a standard detector rack, a pointing device, and related appurtenances for a complete and functioning system.

The system shall include software that detects vehicles and bicycles in multiple lanes using only the video image. Detection zones shall be defined using only an on board video menu and a pointing device to place the zones on a video image. Up to 8 detection zones per system shall be available. A separate computer shall not be required to program the detection zones.

**86-1.02V(1) Functional Capabilities.** The VDP shall process video from the integrated camera. The video shall be in NTSC composite video format and shall be digitized and analyzed in real time.

The VDP shall detect the presence of vehicles and bicycles in up to 8 detection zones per system. A detection zone shall be approximately the width and length of one car.

Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the ICC. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration can be uniquely labeled for identification and the current configuration identifier is displayed on the monitor.

The VDP shall detect vehicles and bicycles in real time as they travel across each detector zone.

The ICC shall have an EIA-232 port for communications with an external computer for diagnostic and remote management applications.

The VDP shall accept new detector patterns from an external computer through the EIA-232 port on the ICC when the external computer uses the correct communications protocol for downloading detector patterns. A Windows™ based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDP shall send its detection patterns to an external computer through the EIA-232 port on the ICC upon request when the external computer uses the appropriate communications protocol for uploading detector patterns.

A shelf mount version of the ICC shall be available to avoid the need of rewiring the detector rack for high voltage input, by enabling the user to plug power into the front of the module from a standard plug arrangement. The shelf mount ICC module's output shall be connected to the cabinet circuitry by a 9-wire cable.

VDP and ICC communications shall be accommodated by methods using differential signals to reject electrically coupled noise.

The VDP shall be able to transmit the composite video signal, with minimal signal degradation, up to 1000 feet under ideal conditions.

The associated VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of loss of video signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. Each VVDS component must be new and conform to the manufacturer's recommendations. The date of manufacture, as shown by date codes or serial

numbers of electronic circuit assemblies, must not be more than 6 months from the date of the installation.

**86-1.02V(2) Vehicle Detection.** Eight detection zones shall be supported and each detection zone shall be user definable in size and shape to suit the site and the desired vehicle detection region.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from the video camera. No separate computer shall be required to program the detection zones. Detection zones shall be drawn on live video from the video camera.

A minimum of 3 detection zone patterns shall be saved within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages. The VDP shall continue to operate (e.g. detect vehicles) using the existing zone configurations even when the operator is defining/modifying a zone pattern. The new zone configuration shall not go into effect until the configuration is saved by the operator.

The selection of the detection zone pattern for current use shall be done through a local menu selection or remote computer via EIA-232 port on the ICC. When a new configuration pattern is selected it becomes active within 1 second.

When a vehicle or bicycle is detected crossing a detection zone, confirmation of detection is with a distinct visual indication on the video overlay.

Detection shall be at least 98% accurate in good weather conditions and at least 96% accurate under adverse weather conditions (rain, snow, or fog) with optimal installation.

The VDP shall provide 2 channels of vehicle presence detection per system through a standard detector rack edge connector or cable interface from the shelf mounted version of ICC.

The VDP shall provide dynamic zone reconfiguration (DZR) to enable normal detector operation of existing channels except the one where a zone is being added or modified during the setup process. The VDP shall output a constant call on any detection channel corresponding to a zone being modified.

Up to six data collection zones shall be available to collect counts, average speed, and occupancy by lane. The data shall be internally stored for later retrieval through the EIA-232 port on the ICC. The data collection interval shall be user definable in periods of 10 or 20 seconds or 1, 5, 15, 30 or 60 minutes.

The VDP shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.

Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.

The VDP shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing for applications where the traffic controller has separate bicycle detection inputs.

Bicycle zones shall have the ability to have extensions assigned to individual bicycle zones for applications where the traffic controller does not have bicycle specific detection inputs.

Six additional count zones for bicycles, separate from the 6 data collection zones for vehicles, shall be provided to accumulate bicycle counts at user specified intervals.

Placement of bicycle type zones in vehicle lanes shall be allowed.

Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

**86-1.02V(3) ICC Module.** The ICC shall be specifically designed to mount in a standard NEMA TS-1, TS-2, 2070 ATC, 170 type detector rack, using the edge connector or AC power input on front to obtain power and provide contact closure outputs. Detector rack rewiring shall not be required or shall be minimized.

The ICC shall operate in a temperature range from -31°F to +165°F (-34°C to +74°C) and a humidity range from 0% to 95% relative humidity, non-condensing.

The ICC shall be powered by 100 to 240 volts 50 or 60Hz. This module shall automatically compensate for the different input voltages/frequencies.

System power consumption shall not exceed 25 watts within the specified input voltage range.

The VDP shall utilize non-volatile memory technology to enable the loading of modified or enhanced software through the EIA-232 port on the ICC without modifying the VDP hardware.

The ICC shall include detector output pin out compatibility with industry standard detector racks.

The front of the ICC shall include detection indications, such as LED's, for each channel of detection that display detector outputs in real time when the system is operational.

The front of the ICC shall include one BNC video output providing real time video output that can be routed to other devices. A RCA type connector/jack for video output is not allowed.

The front panel of the ICC shall have a detector test switch to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

**86-1.02V(4) Video Detection Processor Module.** The camera shall be digital signal processor (DSP) based and shall use a ¼ inch EXview hole accumulation diode (HAD) CCD sensing element and shall output color video with resolution of not less than 530 TV lines. The CCD imager shall have a minimum effective area of 768(h) x 494(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.

The camera shall utilize automatic white balance.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of user control using the mouse and monitor from the controller cabinet.

The horizontal field of view shall be adjustable from 7.3 to 65.0 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 10x zoom lens with a focal length of 2.8 mm to 28.0 mm.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The imager luminance signal-to-noise ratio (S/N) shall be more than 50 dB.

The VDP electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The VDP shall be housed in a weather-tight sealed enclosure. The enclosure shall be made of 6061 anodized aluminum. The housing shall be field rotatable to allow proper alignment between the VDP and the traveled road surface.

The VDP enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 5 inches (12.7 cm) diameter, less than 18 inches (45.7 cm) long, and shall weigh less than 5 pounds (2.3 kg).

The VDP enclosure shall include a proportionally controlled heater, where the output power of the heater varies with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The front of the enclosure shall be made from glass and shall have an anti-reflective coating to minimize light and image reflections. The front of the enclosure shall not be made from any thermoplastic or synthetic polymer (PVC, Acrylic, Polythene or similar).

When mounted outdoors in the enclosure, the VDP shall operate satisfactorily in a temperature range from -31oF to +165oF (-34oC to +74oC) and a humidity range from 0% RH to 100% RH.

The VDP enclosure shall be equipped with a single, weather-tight connector.

**86-1.02V(5) Limited Warranty.** The supplier shall provide a limited three-year warranty on the video detection system.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, standard updates to the software shall be available from the supplier without charge.

**86-1.02V(6) Maintenance and Support.** The supplier shall maintain a sufficient inventory of parts to provide support and maintenance of the system. These parts shall be available for delivery within 30 days of receipt of a purchase order by the supplier at the supplier's then current pricing and terms of sale.

The supplier shall maintain an ongoing program for customer support for the system. This support shall be via telephone, email or personnel sent to the installation upon receipt of an purchase order at the suppliers then current pricing and terms of sale for technical support services.

Installation and/or training support shall be provided by a factory authorized representative. All documentation shall be provided in the English language.

Each VVDS component must be VersiCam manufactured by Iteris, Inc. The City of Ukiah has standardized to the Iteris VersiCam system for all new VVDS. Substitutions will not be accepted.

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**Add to section 87-1.03B:**

Conduit runs shown on the Plans to be located behind curbs may be installed in the street, within 3 feet of and parallel to the face of the curb, by the trenching in pavement method described in Section 86-2.05C of the Standard Specifications. All pull boxes shall be located behind the curb or at the locations shown on the Plans.

After conductors have been installed, the ends of conduits terminating in pull boxes and in service and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and existing underground facilities require special precautions, conduit shall be placed by the "Trenching in Pavement Method."

At other locations where conduit is required to be installed in the traveled way and if delay to any vehicle will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method" as described below:

When the Trenching in Pavement Method is used, the existing asphalt concrete shall be cut with a power driven saw or ground to a depth of not less than 1/15 foot, a minimum of 6 inches beyond either side of the trench, in order to provide a neat and true edge with no shatter outside the removal area. If the trench is within 3 feet of a gutter edge, only one saw cut will be required (on the side of the trench opposite of the gutter) and the asphalt surfacing shall be replaced all the way to the gutter edge. A tack coat shall be applied to the vertical edges just prior to place the asphalt concrete used to cap the trench.

Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense.

If the Contractor elects to use Directional Boring, the conduit shall be installed between a minimum depth of 24" and a maximum depth of 60" unless directed otherwise by the Engineer.

**Add to section 87-1.03E:**

No native material shall be used as trench backfill within paved areas.

All trench spoils shall be removed from the work area by the Contractor as they are generated at the Contractor's expense.

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately 2 inches wider than the outside diameter of the conduit and shall not exceed 6 inches in width. Trench depth shall not exceed conduit trade-diameter plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The conduit shall be placed in the bottom of the trench with the top of the conduit a minimum of 9 inches below finish grade.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 24 inches of cover.

All conduit containing conductors of more than 100 volts shall be installed with a minimum of 24 inches of cover.

Where existing facilities prevent installing conduit with 24 inches of cover, the Contractor shall depress the new conduit under the existing facilities without exception.

The Contractor shall pot-hole and record the depth of all existing utilities which are within the area to be trenched or excavated.



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 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.

**Add to section 87-1.03F:**

City of Ukiah Electrical Department will install and terminate primary conductors at all transformers, junction pedestals, and primary junction box locations. City of Ukiah Electrical Department will install and terminate all secondary street light conductors at junction box locations for each street light standard.

**Add to section 87-1.03L:**

City of Ukiah Electric Department will furnish primary junction pedestal. Contractor shall install primary junction pedestal.

**Add to section 87-1.03V:**

For Type E detector loops, sides of the slot must be vertical and the minimum radius of the slot entering and leaving the circular part of the loop must be 1-1/2 inches. Slot width must be a maximum of 5/8 inch. Loop wire for circular loops must be Type 2. Slots of circular loops must be filled with elastomeric sealant or hot-melt rubberized asphalt sealant.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(4), "Installation Details," of the State Standard Specifications, slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions", of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealants using hot melt loop sealant.

Temperature of sealant material during installation shall be above 70 degrees Fahrenheit. Air temperatures during installation shall be above 50 degrees Fahrenheit. Hot melt sealant placed in the slots shall be compacted by use of an eight (8") inch diameter by one-eighth (1/8") inch thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be five-eighths (5/8") inch. Excess sealant remaining after rolling shall not be reused. Traffic may be released immediately over compacted material.

The Contractor shall test all detectors with a motor-driven cycle, as defined in the California Vehicles Code, which is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than 3 miles per hour nor more than 7 miles per hour.

Detectors will be disconnected or connected by the Contractor. The Contractor shall notify the City 24 hours prior to any detector being disconnected or connected. Timing adjustments shall be made by City traffic personnel.

Traffic signal loops damaged due to grinding, cold planing, digouts, paving or any other related construction shall be replaced within 2 weeks following the damage.

**Add section 87-1.03V(4):**

**87-1.03V(4) Video Detection System.** The cable to be used between the VDP and the ICC in the traffic cabinet shall be three (3) twisted pairs. Various styles of cable including IMSA 39-2 are suitable for correct operation. The cable shall be a continuous unbroken run from the VDP to the ICC. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. Pluggable connectors or terminal blocks should be used at both the VDP and ICC ends. The cable and installation tools shall be approved by the supplier of the video



## 96 GEOSYNTHETICS

## **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 93)
  - Unit prices filled out per instruction
  - Extended prices calculated correctly
  - Total bid amount calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number
- o **Iran Contracting Act Certification** (Page 101)
  - Filled out completely per instruction
- o **Fair Employment Practices Certification** (Page 102)
  - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 103)
  - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 104)
  - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 105)
  - Include California Contractor License Number for each
  - Include DIR Public Works Contractor Registration Number for each
  - Identify what portion of work to be performed
- o **Statement of Experience** (Page 106)
- o **Signature of Bidder** (Page 107)
  - Filled out completely per instruction
  - Authorized signature provided
- o **Bidder's Bond** (Page 108)

- Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 109)
  - Filled out completely per instruction
  - Notarized
- o **Addenda Issued**
  - Signed and Returned

**CITY OF UKIAH**  
**MENDOCINO COUNTY, CALIFORNIA**  
**PROPOSAL**  
**FOR**  
**TALMAGE ROAD INTERCHANGE**  
**Specification No. 17-07**

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
  - a) to provide all necessary machinery, tools, apparatus and other means of construction;
  - b) to furnish all materials;
  - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
  - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

# BIDDING SCHEDULE

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

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

## BASE BID

| TEM NO. | DESCRIPTION AND UNIT PRICE BID<br>(in words and in figures)                                  | MULTIPLIED BY | QUANTITY | EQUALS | EXTENDED AMOUNT FOR ITEM (in figures) |
|---------|----------------------------------------------------------------------------------------------|---------------|----------|--------|---------------------------------------|
| 1       | Talmage Road Interchange for the lump sum price of<br><br>_____<br>_____<br>_____ (\$ _____) | x             | 1 LS     | =      | LUMP SUM PRICE<br><br>\$ _____        |

| TOTAL BASE BID AMOUNT IN FIGURES→                    |          |
|------------------------------------------------------|----------|
| Total Base Bid amount in words:<br><br>_____ Dollars | \$ _____ |

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of \_\_\_\_\_, 20\_\_\_\_.



Licensed in accordance with an act providing for the registration of California Contractors License No. \_\_\_\_\_, expiration date \_\_\_\_\_.

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

Department of Industrial Relations Public Works Contractor Registration Number: \_\_\_\_\_  
Signature of bidder or bidders, with business name, address, phone number and fax number:

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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.

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**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.

**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.

**TALMAGE ROAD INTERCHANGE**

\_\_\_\_\_  
(Signature of Bidder)

Business Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Location:

\_\_\_\_\_  
\_\_\_\_\_

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

**WORKER'S COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Signature of Bidder, with Business Address:

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**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<br>NAME | SUBCONTRACTOR<br>LICENSE NUMBER | SUBCONTRACTOR<br>DIR<br>REGISTRATION<br>NUMBER | SUBCONTRACTOR<br>BUSINESS<br>ADDRESS | DESCRIPTION<br>OF WORK |
|-----------------------|---------------------------------|------------------------------------------------|--------------------------------------|------------------------|
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |
|                       |                                 |                                                |                                      |                        |

## STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

[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 September 12, 2017 for SPEC 17-07 TALMAGE ROAD INTERCHANGE.

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 SPEC 17-07 TALMAGE ROAD INTERCHANGE 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**

**TALMAGE ROAD INTERCHANGE**

**Specification No. 17-07**

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 ONE HUNDRED (100) 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 performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

## Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
  - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
  - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
  - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
    - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
    - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
  - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: \_\_\_\_\_

CITY MANAGER, CITY OF UKIAH

Attest: \_\_\_\_\_

CITY CLERK, CITY OF UKIAH

By: \_\_\_\_\_

CONTRACTOR

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing contract is approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

CITY ATTORNEY, CITY OF UKIAH

### INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on \_\_\_\_\_, 20\_\_\_\_,  
by and between the City of Ukiah (Ukiah) and \_\_\_\_\_ (Contractor).

Contractor is

\_\_\_\_\_

\_\_\_\_\_ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

### **CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



CITY OF UKIAH

Mendocino County, California

**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we the undersigned, \_\_\_\_\_  
\_\_\_\_\_

**AS PRINCIPAL,** and

\_\_\_\_\_

**AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**WHEREAS**, the Principal has entered into a certain Contract with the City, dated \_\_\_\_\_, 20\_\_\_\_,

a copy of which is hereto attached and made a part hereof,

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

**IN WITNESS WHEREOF**, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Individual Principal)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Corporate Principal)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

(Corporate Principal)

Affix  
Corporate

Seal

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
(Corporate Surety)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
Affix  
Corporate  
Seal

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charges is \$\_\_\_\_\_.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

**(CERTIFICATE AS TO CORPORATE PRINCIPAL)**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_  
Secretary of the corporation named as Principal in the foregoing bond;  
that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was  
then \_\_\_\_\_ of said corporation; that I know his signature, and  
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in  
behalf of said corporation by authority of its governing body.

\_\_\_\_\_ Affix Corporate Seal

CITY OF UKIAH

Mendocino County, California

**MATERIAL AND LABOR BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we the undersigned, \_\_\_\_\_

\_\_\_\_\_, **AS PRINCIPAL,**  
and

\_\_\_\_\_  
\_\_\_\_\_, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**WHEREAS**, the Principal has entered into a certain Contract with the City, dated \_\_\_\_\_, 20\_\_\_\_\_,  
a copy of which is hereto attached and made a part hereof,

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

**IN WITNESS WHEREOF**, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Individual Principal)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Corporate Principal)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

(Corporate Principal)

Affix  
Corporate

Seal

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_ Affix  
\_\_\_\_\_  
(Corporate Surety) Corporate  
Seal  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip Code)

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charges is \$\_\_\_\_\_..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

**(CERTIFICATE AS TO CORPORATE PRINCIPAL)**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the corporation named as Principal in the foregoing bond;  
that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was  
then \_\_\_\_\_ of said corporation; that I know his signature, and  
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in  
behalf of said corporation by authority of its governing body.

\_\_\_\_\_ Affix Corporate Seal

**DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.  
  
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH

Mendocino County, California

**DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_

\_\_\_\_\_, as **PRINCIPAL**

and \_\_\_\_\_

\_\_\_\_\_, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_),

(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal entered into a Contract with the City Of Ukiah

dated \_\_\_\_\_

for \_\_\_\_\_

**WHEREAS**, said Contract has been completed, and was approved on the \_\_\_\_\_ day of \_\_\_\_\_,

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)

BY: \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

BY: \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety



**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**

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

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<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | POLICY<br>NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | EXPIRATION DATE<br>(MM/DD/YY) | ALL LIMITS IN THOUSANDS           |    |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------|-------------------------------|-----------------------------------|----|
|           | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL<br><input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> OCCURRENCE<br><br><input type="checkbox"/> OWNER'S & CONTRACTOR'S<br>PROT.<br><br><input type="checkbox"/> OTHER                                      |                  |                                     |                               | GENERAL AGGREGATE                 | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | PRODUCTS COMP/OPS AGGREGATE       | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | PERSONAL & ADVERTISING INJURY     | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | EACH OCCURRENCE                   | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | FIRE DAMAGE (any one fire)        | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | MEDICAL EXPENSES (any one person) | \$ |
|           | <b>AUTOMOTIVE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY |                  |                                     |                               | COMBINED SINGLE LIMIT             | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | BODILY INJURY (per person)        | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | BODILY INJURY (per accident)      | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | PROPERTY DAMAGE                   | \$ |
|           | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA<br><input type="checkbox"/> OTHER THAN<br>UMBRELLA FORM                                                                                                                                                                      |                  |                                     |                               | EACH OCCURRENCE                   | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | AGGREGATE                         | \$ |
|           | <input type="checkbox"/> WORKER'S COMPENSATION<br><br>AND<br><br>EMPLOYER'S LIABILITY                                                                                                                                                                                                     |                  |                                     |                               | STATUTORY                         |    |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | EACH ACCIDENT                     | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | DISEASE - POLICY LIMIT            | \$ |
|           |                                                                                                                                                                                                                                                                                           |                  |                                     |                               | DISEASE - EACH EMPLOYEE           | \$ |
|           | <b>PROPERTY DAMAGE</b><br><input type="checkbox"/> 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.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

**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)<br>or Organization(s)                                                    | Location(s) of Covered Operations |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------|
| City of Ukiah, its officers, officials,<br>employees and volunteers<br>300 Seminary Avenue<br>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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b> Endorsement No. _____<br><b>FOR</b> _____ City of Ukiah _____ (the "City")      Issue Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| PRODUCER<br><br><br>Telephone: (_____) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in limits<br><input type="checkbox"/> In addition to limits<br><input type="checkbox"/> Deductible <input type="checkbox"/> Self Insured Retention (check which) of \$ _____                                                                            |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>APPLICABILITY.</b> 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                                                                                 |
| <b>TYPE OF INSURANCE</b><br><input type="checkbox"/> COMMERCIAL<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>LIMIT OF LIABILITY</b><br><br>\$ _____ per accident, for bodily injury and property damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br><br>Name: _____<br><br>Address: _____<br>_____<br>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:<br>1. <b>INSURED:</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED:</b> 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.<br>3. <b>CANCELLATION NOTICE:</b> 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.<br>4. <b>SCOPE OF COVERAGE:</b> This policy affords coverage at least as broad as:<br>(1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or<br>(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).<br>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. |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br>(original signature required)<br><br>Telephone: (____) _____ Date signed: _____ |
| <b>CITY</b><br><br>City of Ukiah<br>300 Seminary Avenue<br>Ukiah, California 95482-5400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**WORKER'S COMPENSATION AND EMPLOYER'S 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) \_\_\_\_\_

**NAMED INSURED****OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

**EMPLOYERS LIABILITY LIMITS**

\$ \_\_\_\_\_ (Each Accident)

\$ \_\_\_\_\_ (Disease - Policy Limit)

\$ \_\_\_\_\_ (Disease - Each Employee)

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. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

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 ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

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: \_\_\_\_\_



## AGENDA SUMMARY REPORT

**SUBJECT:** Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2017-2018 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink and Authorization to Transfer Funds to the Chamber and Corresponding Budget Amendment(s) Until Sponsorship and Operations Revenue Are Collected.

**DEPARTMENT:** Economic Development

**PREPARED BY:** Shannon Riley

**ATTACHMENTS:**

**Summary:** Council will consider authorizing the necessary steps to secure a seasonal ice rink for the 2017-18 season.

**Background:** Last year, the City of Ukiah and the Ukiah Valley Medical Center, in conjunction with their 60th anniversary celebration, partnered to bring the first-ever seasonal ice rink in the downtown. Over a period of five weeks, the rink was open daily--including holidays--and hosted over 7,300 skaters and over thirty school field trips. With generous community sponsorships and admission fees, the rink covered its costs and generated revenue of roughly \$17,000.

**RECOMMENDED ACTION:** Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2017-2018 Seasonal Ice Rink; Authorize Greater Ukiah Chamber of Commerce to serve as Fiscal Agent for Rink and authorize the transfer of funds to the Chamber and corresponding budget amendment(s) until sponsorship and operations revenue are collected.

**BUDGET AMENDMENT REQUIRED:** Yes

**CURRENT BUDGET AMOUNT:** Special Revenue Fund #31400000

**PROPOSED BUDGET AMOUNT:** 31400000; \$142,000 - Other Budget Amendment(s) TBD

**FINANCING SOURCE:** SRV 31400000, sponsorships, admission fees

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

**COORDINATED WITH:** Maya Simerson, Project and Grant Administrator, Kerry Randall, Facilities Administrator, and Jake Burgess, Recreation Supervisor

Approved: \_\_\_\_\_

  
Sage Sangiacomo, City Manager

In February 2017, the Council authorized Staff to move forward with planning a rink for the 2017-18 season.

**Discussion:** The location of the ice rink would remain the same, on School Street in front of Alex Thomas Plaza. This site is ideal for its proximity to electrical access, parking, public restrooms, and the covered pavilion. While the street width will not allow for a wider ice rink, the length will be extended from eighty feet to one hundred feet. The slightly larger size would allow for more field trip participation and allow more skaters on the ice during peak use times.

Key sponsors from last year, including the hospital, have agreed to participate again; additional fundraising will continue to take place.

This year, the Greater Ukiah Chamber of Commerce has agreed to serve as the fiscal agent for the rink. In order to move forward with the contractual agreements, Staff is requesting the following:

1. Authorize City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2017-2018 Seasonal Ice Rink;
2. Authorize Greater Ukiah Chamber of Commerce to Serve as Fiscal Agent for Rink; and
3. Authorize the Transfer of Funds to the Chamber and corresponding budget amendment(s) until Sponsorship and Operations Revenue are Collected.