



**City Council
Regular Meeting
AGENDA**

Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/9199312935703156493>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

May 5, 2021 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Proclamation Recognizing May 15th as National Peace Officers Memorial Day.

Recommended Action: Present Proclamation.

Attachments:

1. Proclamation

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the April 21, 2021, Special Meeting.

Recommended Action: Approve the Minutes of April 21, 2021, a Special Meeting, as submitted.

Attachments:

1. 2021-04-21 Draft Minutes - Special Meeting

- 5.b. Approval of the Minutes for the April 21, 2021, Regular Meeting.

Recommended Action: Approve the Minutes of April 21, 2021, a Regular Meeting, as submitted.

Attachments:

1. 2021-04-21 Draft Minutes - Regular Meeting

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- 7.a. Approval of Plans and Specifications for the 2021 Slurry Seal of Local Streets, and Authorize Staff to Issue Bids for Specifications No. 21-03.

Recommended Action: Approve Plans and Specifications for the 2021 Slurry Seal of Local Streets, and authorize staff to issue bids for Specification No. 21-03.

Attachments:

1. Plans - 21-03 2021 Slurry Seal of Local Streets
2. Spec No 21-03 Slurry Seal of Local Streets

- 7.b. Authorize the City Manager to Sign Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport in the Amount of \$13,000.

Recommended Action: Authorize the City Manager to sign Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport, in the amount of \$13,000.

Attachments:

1. Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021

- 7.c. Report on Award of Professional Services Agreement to On Duty Health for Annual National Fire Protection Association (NFPA) Compliant Physical Exams for Fire Authority Staff.

Recommended Action: Receive notification of award of Professional Services Agreement to On Duty Health in the amount of \$11,603 for National Fire Protection Association (NFPA) compliant physical exams for Fire Authority staff.

Attachments:

1. Agreement with OnDuty Health

- 7.d. Approve the Purchase of and Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the Total Amount of \$175,720, and Corresponding Budget Amendment.

Recommended Action: Approve the purchase of an Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the total amount of \$175,720.00, and corresponding budget amendment.

Attachments:

1. LG Sonic Proposal - City of Ukiah CA
2. Quote - City of Ukiah (002)

- 7.e. Consideration of Adoption of Resolution Nominating and Appointing a Member to the Equity and Diversity Standing Committee.
Recommended Action: Adopt Resolution Nominating and Appointing a Member to the Equity and Diversity Standing Committee.
Attachments:
1. CC Reso 2020-59 - Establishing Equity and Diversity Standing Committee
 2. Resolution making appointment
 3. Application for Equity and Diversity Committee
- 7.f. Approval of a Budget Amendment for the Contract with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.
Recommended Action: Approve a budget amendment in the amount of \$1,181,863 for the contract with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project.
Attachments:
1. Agenda Item No. 12.c. 09-16-20
 2. Agenda Item 12e_11-7-2018
- 7.g. Approve Change Order #2 to Contract 2021-176 with Diamond D Construction to Replace Two Valves in Fish Hatchery Water Line at Lake Mendocino Hydroelectric Plant, and Authorize a Contract Budget Amendment in the Amount of \$29,000.
Recommended Action: Approve Change Order #2 to Contract 2021-176 with Diamond D Construction to replace valves in Fish Hatchery water line at Lake Mendocino Hydroelectric Plant, and authorize budget amendment in the amount of \$29,000.
Attachments:
1. 2021-176 Diamond D Construction - Replace 12-inch Water Line - fully executed
- 7.h. Award Contract to LACO and Associates for Soil Management, Geotechnical and Materials Testing, and Inspection Services for the Electric Service Center Site Improvement Project in the Amount of \$41,500.
Recommended Action: Award Contract to LACO and Associates for Soil Management, Geotechnical and Materials Testing, and Inspection Services for the Electric Service Center Site Improvement Project in the Amount of \$41,500.
Attachments:
1. LACO Proposal Soils, Geotech and Materials Electric Service Center
- 7.i. Approval of Budget Amendment in the Amount of \$193,424.91 for Debt Payment of Ukiah Public Financial Authority Lease Revenue Bond (FA LRB) Series 2020A to Bank of New York (BNY) Mellon.
Recommended Action: Approve budget amendment in the amount of \$193,424.91 for debt payment of Ukiah Public Financial Authority Lease Revenue Bond (FA LRB) Series 2020A to Bank of New York (BNY) Mellon.
Attachments:
1. BNY MELLON Ukiah FA LRB Series 2020 A Invoice (003)

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 Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.

Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.

Attachments:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

- 12.c. Receive and File Third Quarter 2020-21 Financial Report.

Recommended Action: Receive and file report.

Attachments: None

- 12.d. Approve the Bid Withdrawal Request from the Lowest Bidder, FRC, Inc., and Award a Contract to the Next Lowest Bidder, CWS Construction Group, Inc. in the Amount of \$2,693,933.50 for the Electric Service Center - Site Work, Specification 16-07, and Approve Corresponding Budget Amendments.

Recommended Action: Approve the bid withdrawal request from the lowest bidder, FRC, Inc., and award a contract to the next lowest bidder, CWS Construction Group, Inc. in the amount of \$2,693,933.50 for the Electric Service Center - Site Work, Specification 16-07, and approve corresponding budget amendments.

Attachments:

1. Bid Tabulation Spec 16-07
2. FRC Bid 04272021
3. FRC Inc. Bid Withdraw -Clerical Error Letter
4. CWS Bid 04272021

13. NEW BUSINESS

- 13.a. Status Report on the Great Redwood Trail – Ukiah, and Request for Authorization for the Mayor to Sign a Letter to the Northern California Railroad Authority (NCRA) in Support of Rail Banking the NCRA Corridor from Cloverdale to Willits.

Recommended Action: Receive report on status of Great Redwood Trail, and authorize the Mayor to sign a letter to North Coast Railroad Authority (NCRA) in support of Rail Banking the NCRA corridor from Cloverdale to Willits.

Attachments:

1. Att 1_L_NCRARailBankAppeal

- 13.b. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2021 City Council Special Assignments

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

14.a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2 & 3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

14.b. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 2)

Recommended Action: Confer in Closed Session

Attachments: None

14.c. Conference with Legal Counsel – Existing Litigation

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

Name of case: Gerardo Magdaleno, by and through his Guardian Ad Litem, Pedro Francisco Magdaleno v. City of Ukiah, Justin Wyatt (Fed. Dist. Ct. N.D. Cal.) 3:21-2609 VC.

Recommended Action: Confer in Closed Session

Attachments: None

14.d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUUK-CVPT-2018-70200

Recommended Action: Confer in Closed Session

Attachments: None

- 14.e. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-20-74612
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **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. SCU-K- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.g. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.h. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: 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
Dated: 4/30/21



AGENDA SUMMARY REPORT

SUBJECT: Proclamation Recognizing May 15th as National Peace Officers Memorial Day.

DEPARTMENT: Police **PREPARED BY:** Justin Wyatt, Police Chief

PRESENTER: Ukiah City Council

ATTACHMENTS:

1. Proclamation

Summary: The City Council will consider issuing a proclamation recognizing May 15th as National Peace Officers Memorial Day.

Background: In 1962, President John F. Kennedy signed a bill into law designating May 15th of each year as National Peace Officers Memorial Day, and the week in which it falls as National Police Week. Each year during National Police Week, communities across the United States have gathered to hold memorial services in tribute to the more than 22,000 law enforcement officers who have made the supreme sacrifice for their communities.

There are currently 22,611 names engraved on the walls of the National Law Enforcement Officers Memorial in Washington D.C., including the names of local law enforcement officers killed in the line of duty. There were 113 law enforcement officers killed in the United States in 2020, and in 2021 thus far, 49 officers have lost their lives while serving their communities.

Discussion: Currently more than 800,000 law enforcement officers proudly serve their communities across the nation, including the dedicated officers of the Ukiah Police Department and in Mendocino County.

To honor fallen officers since 1982, the Annual National Peace Officers Memorial Service is held May 15th at the U.S. Capitol, in Washington D.C. This day is designated as National Peace Officers Memorial Day in recognition of the fallen officers and their families. This year the ceremonies during National Police Week to honor those fallen officers whose names that have been recently added to the Memorial will be held virtually, as will the 33rd annual Candlelight Vigil on May 13th. In-person events are planned for October 13-17, 2021 in Washington, DC to offer the same respect, honor, remembrance, and community support as National Police Week, while allowing law enforcement, survivors, and citizens to gather and pay tribute to those who gave their lives in the line of duty.

As May 15th is designated as National Peace Officers Memorial Day in recognition of the fallen officers and their families, U.S. flags should be flown at half-staff. The proclamation recognizing May 15th as National Peace Officers Memorial Day, is attached.

Recommended Action: Present Proclamation.

BUDGET AMENDMENT REQUIRED: N/A

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

P ROCLAMATION

CITY OF UKIAH

RECOGNIZING MAY 15, 2021, AS NATIONAL
PEACE OFFICERS MEMORIAL DAY

WHEREAS, in 1962 President John F. Kennedy signed a bill into law designating May 15th of each year as National Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, each year during National Police Week, communities across the United States hold memorial services in tribute to the more than 22,000 law enforcement officers who have made the supreme sacrifice for their communities; and

WHEREAS, there are currently more than 800,000 law enforcement officers proudly serving their communities across the nation, including the dedicated officers of the Ukiah Police Department and in Mendocino County; and

WHEREAS, there are currently 22,611 names engraved on the walls of the National Law Enforcement Officers Memorial in Washington DC, including the names of local law enforcement officers killed in the line of duty; and

WHEREAS, there were 113 law enforcement officers killed in the United States in 2020, and in 2021 thus far 49 officers have lost their lives while serving their communities; and

WHEREAS, this year the ceremonies during National Police Week to honor those fallen officers whose names that have been recently added to the Memorial will be held virtually, as will the 33rd annual Candlelight Vigil on May 13th; and

WHEREAS, in-person events are planned for October 13-17, 2021 in Washington, DC to offer the same respect, honor, remembrance, and community support as National Police Week, while allowing law enforcement, survivors, and citizens to gather and pay tribute to those who gave their lives in the line of duty; and

WHEREAS, May 15th is designated as National Peace Officers Memorial Day in recognition of the fallen officers and their families, and U.S. flags should be flown at half-staff.

THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah hereby proclaims May 15, 2021, part of National Police Week, as

National Peace Officers Memorial Day

And publicly salutes the service of law enforcement officers in our community and across the nation.

***Signed and sealed, this 5th day of May
in the year Two Thousand and Twenty One.***

*Juan Orozco
City Council, Mayor*

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

Virtual Meeting Link: <https://attendee.gotowebinar.com/rt/3862698010362077965>

**Ukiah, CA 95482
April 21, 2021
4:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on April 21, 2021, having been legally noticed on April 16, 2021. The meeting was held virtually at the following link: <https://attendee.gotowebinar.com/rt/3862698010362077965>. Mayor Orozco called the meeting to order at 4:03 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefina Duenas (*arriving at 4:30 p.m.*), Jim O. Brown, and Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

The Pledge of Allegiance was led by Councilmember Crane.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

3. UNFINISHED BUSINESS

a. Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review or Fiscal Year 2020-21 and Review of Draft Objectives for Fiscal Year 2021-22.

Presenter: Dan Buffalo, Finance Director.

DEPARTMENT REPORTS:

Public Works – Tim Eriksen, Public Works Director/City Engineer

Fleet and Plant Maintenance (aka Garage) (4:07 p.m.)

Engineering (4:09 p.m.)

Corp Yard (4:23 p.m.)

Landfill (4:30 p.m.)

Streets (4:38 p.m.)

Police – Justin Wyatt, Police Chief (4:49 p.m.)

Councilmember Duenas logged out between 5:01 – 5:11 p.m. due to technical difficulties.

RECESS: 5:12 – 5:17 P.M. due to technical difficulties.

4. NEW BUSINESS

5. ADJOURNMENT

There being no further business, the meeting adjourned at 5:25 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting**

Virtual Meeting Link: <https://attendee.gotowebinar.com/rt/3862698010362077965>

Ukiah, CA 95482

April 21, 2021

6:00 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on April 21, 2021, having been legally noticed on April 16, 2021. Mayor Orozco called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefina Dueñas, Jim O. Brown, and Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Brown.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation Recognizing April 19-25, 2021, as Teacher Appreciation Week.

Presenter: Mayor Orozco.

Proclamation was received by Emily Selim, River Oak Charter School Superintendent/Principal and Nicole Glentzer, Ukiah Unified School District.

4. PETITIONS AND COMMUNICATIONS

No petitions or communications were received.

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the April 6, 2021, Special Meeting.

b. Approval of the Minutes for the April 7, 2021, Special Meeting.

c. Approval of the Minutes for the April 7, 2021, Regular Meeting.

Motion/Second: Rodin/Brown to approve Minutes of April 6, 2021, a special meeting; and the Minutes of April 7, 2021, special and regular meetings, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Duenas, and Orozco. NOES: None. ABSENT: None. ABSTAIN: Brown.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of March 2021 - Finance.

b. Adopt a Resolution (2021-18) Authorizing Participation in the California Intergovernmental Risk Authority (CIRA), with Regard to the Workers' Compensation Program, Effective 7/01/2021 – Human Resources/Risk Management.

c. Consider Approval of Budget Amendment in the Amount of \$75,000 for the Yokayo Court Electrical Infrastructure Improvement Project – Electric Utility.

- d. Notification of Purchase Order #47128 issued to JM Integration, to furnish and install one PowerEdge T640 Tower Server for the Wastewater Treatment Plant in the Amount of \$16,095.31 – *Water Resources*.
- e. Council will Consider Approval of Budget Amendment in the Amount of \$250,000, for the State Street Electric Utility Underground Project – *Electric Utility*.
- f. Notification of Purchase Order #47143 issued to Bartley Pump PM, LLC to Provide Emergency Trouble Shooting and Repair at Well #4 for the Water Resources Department in the Amount of \$19,693, and Authorize Additional Repairs as Needed – *Water Resources*.
- g. Requesting Approval of an Amended and Restated Agreement (COU No. 2021-193) with the County of Mendocino, for Sharing Financing Costs of the Animal Shelter Construction and for Sharing Cost of Animal Shelter Services, and Approval of a Settlement Agreement (COU No. 2021-195), in the Total Amount of \$150,930.50 - *Administration*.

Motion/Second: Brown/Crane to approve Consent Calendar Items 7a-7g, as submitted. Motion **carried** by the following roll call votes: AYES: Crane (*abstaining from agenda item 7c only*), Rodin, Duenas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: Councilmember Crane for Agenda Item 7c only.

8. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

No public comments were given.

9. **COUNCIL REPORTS**

Presenter: Mayor Orozco.

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

Presenters: Sage Sangiacomo, City Manager; and:

- **Update of Drought and Water Conditions** – Sean White, Water Resources Director.

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

12. **UNFINISHED BUSINESS**

- a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

Presenter: Traci Boyl, City Manager Office Management Analyst.

Report was received.

- b. **Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.**

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

Motion/Second: Brown/Crane to determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Duenas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

- b. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).**

No reports were received.

COUNCIL ADJOURNED TO CLOSED SESSION AT 6:32 P.M.

14. CLOSED SESSION

- a. Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)"

- b. Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)"

- c. Conference with Legal Counsel – Existing Litigation**

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

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUК-CVPT-2018-70200

- d. 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. SCUК- CVPT-15-66036

- e. Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

- f. Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 7:12 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the 2021 Slurry Seal of Local Streets, and Authorize Staff to Issue Bids for Specifications No. 21-03.

DEPARTMENT: Public Works **PREPARED BY:** Daniel Flores, Engineer Technician
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Plans - 21-03 2021 Slurry Seal of Local Streets
2. Spec No 21-03 Slurry Seal of Local Streets

Summary: Staff is requesting Council's approval of Plans and Specification No. 21-03 for the 2021 Slurry Seal of Local Streets

Background: Per section 22039 of the Public Contracts Code, Staff is requesting Council's approval of Plans and Specification number 21-03 for the Slurry Seal of Local Streets. The engineer's estimate, for construction contract items only, for this project is \$306,623.25. Please refer to Attachment 1, Plans 21-03 - 2021 Slurry Seal of Local Streets, and Attachment 2, Specification 21-03 - 2021 Slurry Seal of Local Streets.

Discussion: The proposed project will rehabilitate pavement with slurry of various local Ukiah streets, as listed in the plans and specifications.

Slurry seal is the application of a mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt pavement surface. Slurry seal is applied in order to help preserve and protect the underlying pavement structure and provide a new driving surface. It is typically applied to streets in relatively good condition in order to preserve them and prevent more costly reconstruction efforts, and is the most cost-effective way to extend a street's lifespan.

Other Measure Y-funded projects that are scheduled for this year include the installation of a traffic signal at Gobbi and Waugh Streets and the rehabilitation of South State Street and South Dora Street.

Recommended Action: Approve Plans and Specifications for the 2021 Slurry Seal of Local Streets, and authorize staff to issue bids for Specification No. 21-03.

BUDGET AMENDMENT REQUIRED: No

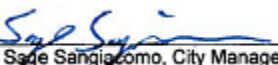
CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer

Approved: 
Sage Sangiacomo, City Manager

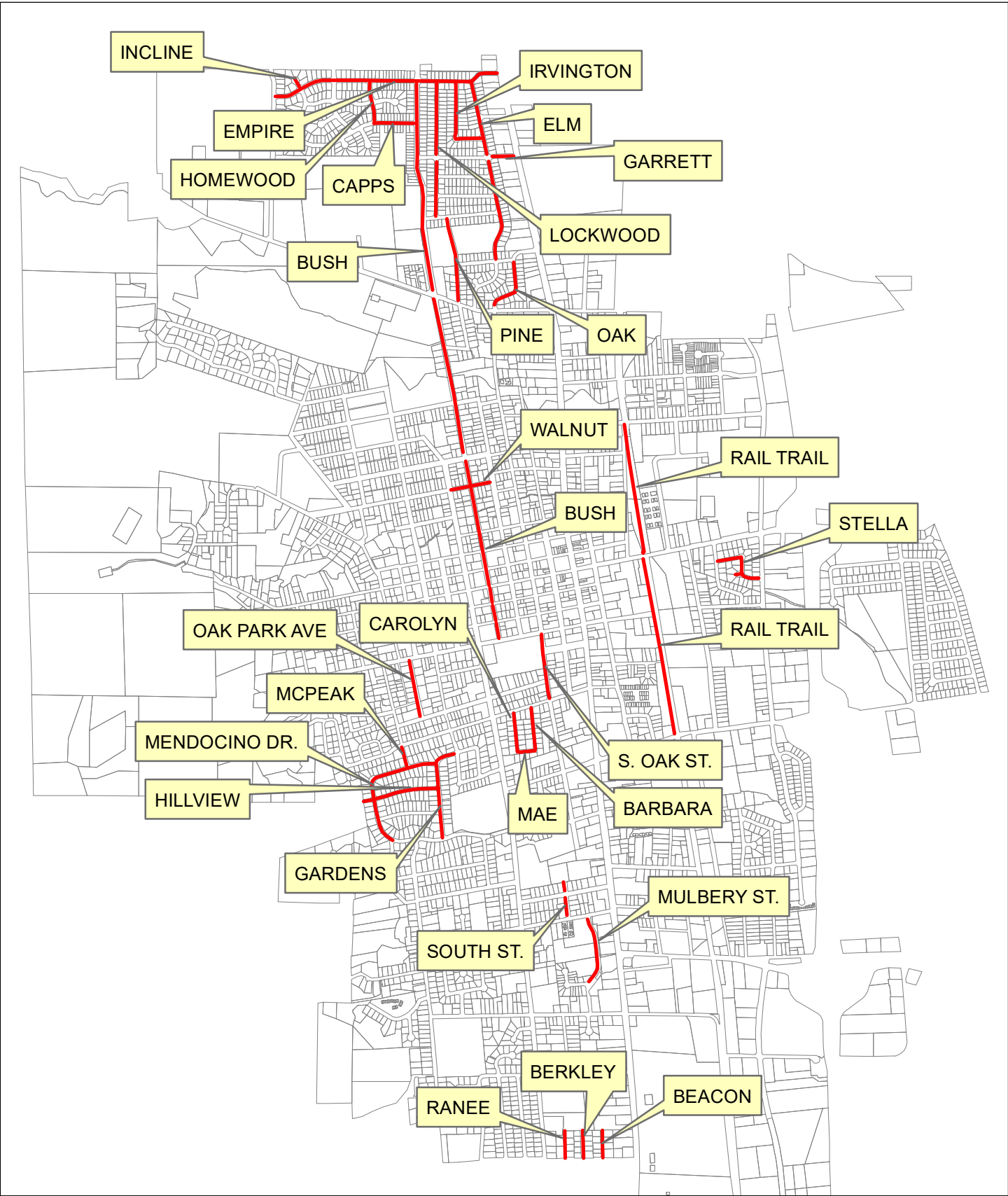
SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 21-03

VARIOUS LOCATIONS WITHIN UKIAH, CALIFORNIA

UKIAH VICINITY MAP
NO SCALE

APRIL 2021



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 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.

SLURRY SELECTION

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS		
COVER SHEET		
SCALE:	CITY APPROVAL BY:	DRAWN BY:
NOT TO SCALE		D.F.
DATE:		CHECKED BY:
APRIL 2021	TIM ERIKSEN	J.T.
SPECIFICATION NUMBER:		DRAWING NUMBER:
21-03	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	1 OF 3
DRAWING FILE:		
S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets		

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 21-03

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA

APRIL 2021

TABLE 1: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	QUANTITIES		PAVEMENT MARKERS	PAVEMENT MARKINGS					DOUBLE SLURRY
STREET NAME	FROM	TO				MH (EA)	VALVE/ MON. / SCO (EA)	REFLECTIVE MARKERS (EA)	BIKE LANE (EA)	STOP MARKING (EA.)	SCHOOL XING	ADA PARKING STALL	PARKING STALL	
								BLUE	WHITE	WHITE	YELLOW	-	-	
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.	533	38	2250	2	3	0	-	1	-	-	-	X2
Beacon Way	N. SIDE BEACON LN.	END	360	28	1120	1	2	0	-	-	-	-	-	-
Berkley way	N. SIDE BEACON LN.	END	369	35	1435	1	2	0	-	-	-	-	-	-
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE	2783	47	14533	5	26	5	6	5	-	-	-	-
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.	202	44	988	0	1	1	-	2	-	-	-	-
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST	211	43	1008	0	0	0	-	2	-	-	-	-
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS	201	43	960	0	1	1	-	2	-	-	-	-
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT	201	43	960	3	12	3	-	8	-	-	-	-
Bush St.	N. SIDE WALNUT	S. SIDE GROVE	329	45	1645	0	3	0	-	2	-	-	-	-
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE	2106	46	10764	13	20	6	6	3	2	-	-	-
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.	482	38	2035	0	4	1	-	1	-	-	-	X2
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.	545	35	2119	3	9	1	-	1	-	-	-	-
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE	958	35	3726	3	7	2	-	2	-	-	-	-
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA	1,322	36	5288	6	13	4	-	1	-	-	-	-
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE	2,960	36	11840	11	26	3	-	5	-	-	-	-
Gardens Ave.	N. SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.	944	37	3881	3	4	2	-	-	2	-	-	-
Garrett Dr.	E. SIDE ELM	W. SIDE STATE	333	34	1258	0	1	-	-	1	-	-	-	-
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.	820	37	3371	2	3	2	-	-	-	-	-	-
Hillview Ave.	E. SIDE MENDOCINO DR.	END	120	37	493	-	1	-	-	-	-	-	-	-
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN	521	44	2547	1	7	1	-	2	-	-	-	-
Incline	N. SIDE EMPIRE	END	144	56	896	1	2	1	-	1	-	-	-	-
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM	1,092	40	4853	3	4	2	-	1	-	-	-	X2
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT	942	36	3768	2	3	2	-	1	-	-	-	-
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR	740	35	2878	2	8	2	-	2	-	-	-	-
Mae St.	W. SIDE MAE	E. SIDE MAE	270	46	1380	2	2	1	-	-	-	-	-	X2
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET	2,040	36	8160	5	10	-	-	-	-	-	-	-
McPeak ST.	N. MENDOCINO DR.	S SIDE W. MILL ST.	248	28	772	-	-	-	-	1	-	-	-	-
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.	862	36	3448	7	16	2	-	-	-	-	-	-
N. Pine ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON	1,099	36	4396	3	11	3	-	2	-	1	-	-
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.	740	34	2796	1	9	1	-	1	-	-	-	-
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.	850	40	3778	2	9	-	-	2	-	-	20	-
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP	770	32	2738	2	4	1	-	1	-	-	-	-
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI	4,032	11	4928			-	-	-	-	-	-	-
Ranee Ln	N. SIDE BEACON LN.	END	348	28	1083	1	2	2	-	-	-	-	-	-
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE	230	40	1022	-	-	-	-	2	-	-	-	-
South St.	N. SIDE LUCE	PROPERTY LIMITS	115	40	511	-	-	-	-	1	-	-	-	-
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.	870	36	3480	2	4	1	-	1	-	-	-	-
Walnut	E. SIDE DORA	W. SIDE N PINE	514	36	2,056	1	3	1	-	1	-	-	-	-
TOTAL			32,206	1,427	125,165	88	232	51	12	55	4	1	20	4

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 21-03

DRAWING NUMBER: 2 OF 3

S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 21-03

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

APRIL 2021

TABLE 2: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	TRAFFIC STRIPING					THERMOPLASTIC PAVEMENT MARKINGS				
STREET NAME	FROM	TO				SOLID 4" (LF)	SOLID 8" (LF)	SOLID DOUBLE 4" (LF)	BROKEN 4" (LF)	BIKE LANE 4" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	DIRECTIONAL ARROW	STOP BAR (LF)	LADDER XWALK (SF)
						YELLOW	WHITE	YELLOW	YELLOW	WHITE	WHITE	YELLOW	WHITE	WHITE	YELLOW
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.	533	38	2250	-	-	-	-	-	-	-	-	19	-
Beacon Way	N. SIDE BEACON LN.	END	360	28	1120	-	-	-	-	-	-	-	-	-	-
Berkley	N. SIDE BEACON LN.	END	369	35	1435	-	-	-	-	-	-	-	-	-	-
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE	2783	47	14533	176	106	329	2117	9448	-	292	3	27	-
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.	202	44	988	-	-	-	-	-	44	88	-	-	-
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST	211	43	1008	-	-	-	-	-	86	-	-	-	-
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS	201	43	960	-	-	-	-	-	86	-	-	-	-
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT	201	43	960	-	-	-	-	-	258	-	-	86	-
Bush St.	N. SIDE WALNUT	S. SIDE GROVE	329	45	1645	109	-	-	180	-	-	90	-	21	-
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE	2106	46	10764	50	80	220	1660	7522	-	244	1	-	688
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.	482	38	2035	-	-	-	-	-	-	-	-	19	-
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.	545	35	2119	-	-	-	-	-	114	-	-	-	-
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE	958	35	3726	-	-	-	-	-	-	-	-	35	-
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA	1,322	36	5288	50			543	-	-	-	-	26	
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE	2,960	36	11840	609	-	500	1323	-	72	-	2	70	-
Gardens Ave.	N SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.	944	37	3881	-	-	-	-	-	-	-	-	18.5	370
Garrett Dr.	E. SIDE ELM	W. SIDE STATE	333	34	1258	-	-	-	-	-	-	68	-	-	-
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.	820	37	3371	-	-	-	-	-	-	-	-	-	-
Hillview Ave.	E. SIDE MENDOCINO DR.	END	120	37	493	-	-	-	-	-	-	-	-	-	-
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN	521	44	2547	482	-	-	-	-	-	-	-	-	-
Incline	N. SIDE EMPIRE	END	144	56	896	-	-	-	-	-	-	-	-	24	-
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM	1,092	40	4853	-	-	-	-	-	-	-	-	20	-
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT	942	36	3768	-	-	-	-	-	-	-	-	25	-
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR	740	35	2878	-	-	-	-	-	-	-	-	35	-
Mae	W. SIDE MAE	E. SIDE MAE	270	46	1380		-	-	-	-	-	-	-	-	-
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET	2,040	36	8160										
McPeak St.	N. SIDE MENDOCINO DR.	S SIDE W. MILL ST.	248	28	772	-	-	-	-	-	-	-	-	14	-
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.	862	36	3448	-	-	-	-	-	-	-	-	-	-
N. PINE ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON DR.	1,099	36	4396	200	-	-	445		-	-	-	40	-
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.	740	34	2796	-	-	-	-	-	80	-	-	-	-
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.	850	40	3778	110	-	-	540	-	240	-	-	20	-
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP	770	32	2738	-	-	-	-	-	-	-	-	16	-
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI	4,032	11	4928	-	-	-	-	-	-	-	-	-	-
Ranee Ln	N. SIDE BEACON LN.	END	348	28	1083	-	-	-	-	-	-	-	-	-	-
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE	230	40	1022	-	-	-	-	-	-	-	-	40	-
South St.	N. SIDE LUCE	PROPERTY LIMITS	115	40	511	-	-	-	-	-	-	-	-	20	-
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.	870	36	3480	-	-	-	-	-	-	-	-	18	-
Walnut	E. SIDE DORA	W. SIDE N PINE	514	36	2,056	90	-	-	324	-	68	-	-	19	-
TOTAL			32,206	1,427	125,165	1,876	186	1,049	7,132	16,970	1,048	782	6	613	1,058

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 21-03

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets3 OF 3

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NO. 21-03**

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

**Bids Open: XXXX
 2:00 p.m.
 Office of City Clerk**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JUAN OROZCO – MAYOR

JIM BROWN – VICE MAYOR

DOUG CRANE – COUNCIL MEMBER

MARI RODIN – COUNCIL MEMBER

JOSEFINA DUENAS – 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:

Tim Eriksen
Director of Public Works / City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
APRIL 2021
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DRAFT-NOT FOR BIDDING

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SLURRY SEAL OF LOCAL STREETS SPECIFICATION NO. 20-03

NOTICE IS HEREBY GIVEN that sealed standard proposals for SLURRY SEAL OF LOCAL STREETS will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on XXXX 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" 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	125,165	SY
3	Solid Yellow 4" Traffic Stripe	1,876	LF
4	Solid Double Yellow 4" Traffic Stripe	1,049	LF
5	Broken Yellow 4" Traffic Stripe	7,132	LF
6	Bike Lane 4" White Traffic Stripe	16,970	LF
7	Solid White 8" Stripe	186	LF
8	Thermoplastic White Crosswalk	1048	LF
9	Thermoplastic Yellow Crosswalk	782	LF
10	Thermoplastic Ladder Crosswalk	1058	SF
11	Thermoplastic Stop Bar	613	LF
12	Thermoplastic Pavement Markings	1	LS
13	Pavement Markings	1	LS
14	Pavement Markers	1	LS

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 unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed 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 the 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.

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

Dated: _____
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

INSTRUCTIONS TO BIDDERS

SLURRY SEAL OF LOCAL STREETS 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 fifteen (15) 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
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.
Beacon Way	N. SIDE BEACON LN.	END
Berkley way	N. SIDE BEACON LN.	END
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT
Bush St.	N. SIDE WALNUT	S. SIDE GROVE
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE
Gardens Ave.	N. SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.
Garrett Dr.	E. SIDE ELM	W. SIDE STATE
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.
Hillview Ave.	E. SIDE MENDOCINO DR.	END
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN
Incline	N. SIDE EMPIRE	END
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR
Mae St.	W. SIDE MAE	E. SIDE MAE
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET
McPeak ST.	N. MENDOCINO DR.	S SIDE W. MILL ST.
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.
N. PINE ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI
Ranee Ln	N. SIDE BEACON LN.	END
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE

South St.	N. SIDE LUCE	PROPERTY LIMITS
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.
Walnut	E. SIDE DORA	W. SIDE N PINE

DRAFT-NOT FOR BIDDING

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 judgment of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole 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 days delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

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

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

11-03. 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.

(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 four (4) sheets numbered 1 through 4 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, 2015, 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.

STREET NAME	FROM	TO
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.
Beacon Way	N. SIDE BEACON LN.	END
Berkley way	N. SIDE BEACON LN.	END
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT
Bush St.	N. SIDE WALNUT	S. SIDE GROVE
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE
Gardens Ave.	N. SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.
Garrett Dr.	E. SIDE ELM	W. SIDE STATE
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.
Hillview Ave.	E. SIDE MENDOCINO DR.	END
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN
Incline	N. SIDE EMPIRE	END
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR
Mae St.	W. SIDE MAE	E. SIDE MAE
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET
McPeak ST.	N. MENDOCINO DR.	S SIDE W. MILL ST.
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.
N. Pine ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI
Ranee Ln	N. SIDE BEACON LN.	END
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE

South St.	N. SIDE LUCE	PROPERTY LIMITS
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.
Walnut	E. SIDE DORA	W. SIDE N PINE

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 Mary Horger at (707) 463-6233.

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. Prior to commencing the slurry seal operation, all surface utility covers including but not limited to survey monuments, manholes, water valves, etc. shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day. The Contractor shall take precautions to remove any slurry that may cover these appurtenances.

13-06 Slurry Seal (TYPE I). 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 – TYPE I SLURRY

SIEVE SIZE	PERCENTAGE PASSING
3/8 "	-
No. 4	100

No. 8	90 - 100
No. 16	60 - 90
No. 30	40 - 65
No. 200	10 - 20

The aggregate shall also conform to the following quality requirements:

TEST	CALIFORNIA TEST	REQUIREMENTS
Sand Equivalent	217	45 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 Slurry Seal (TYPE II). 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.

- (H) Aggregate. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following gradation:

(I)

GRADATION – TYPE II SLURRY

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

- (J) Asphaltic Emulsion. Asphaltic emulsion shall be a quick setting type Grade QS1h anionic or Grade CQS1h cationic as specified in the standard specifications.
- (K) 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.
- (L) 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

- (c) 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
- (d) 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.
- (M) 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.
- (N) 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.

13-08. 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 representatives.

13-09. Traffic Striping. This work shall consist of applying painted and thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in conformance with the details shown on the plans or designated by the Engineer, and as specified in these specifications and the special provisions.

The kind of material, paint or thermoplastic, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.

For the purposes of this Section, traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of the lanes at gore areas separating traffic at exit and entrance ramps. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol

markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings and railroad grade crossing markings.

Control of Alignment and Layout. All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor with any device or method that will not damage the pavement nor conflict with other traffic control devices.

Tolerances and Appearance. Traffic stripes and pavement markings shall conform to the dimensions and details shown on the plans.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4 inch on tangent nor more than 1/2 inch on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:

A. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches from the lengths shown on the plans.

B. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

The completed pavement markings shall have clean and well-defined edges without running or deformation and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the Engineer.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Protection from Damage. The Contractor shall take special care to protect existing reflective pavement markers and shall, at the Contractor's expense, replace all coated markers.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry or the thermoplastic material has sufficiently hardened.

13-10. Removal of Stripes and Markings. Sandblasting of traffic stripes shall not be permitted. Removal of traffic stripes shall be by grinding, or by other methods approved in writing by the Engineer. Drain inlets adjacent to areas to be ground shall be protected from grindings entering the storm drain system. For removal of pavement markings, a rectangular area shall be ground to prevent ghosting of the original marking and be covered with rectangular area of Type II slurry. Conflicting striping shall be removed completely. Type II slurry of conflicting striping is required when it crosses the new traveled lane. When this occurs, the entire lane shall be slurried from lane line to lane line over the entire length of the conflicting striping. This requirement will not apply to ceramic markers unless specified on the plans.

13-11. Thermoplastic Pavement Markings. This work shall consist of furnishing and applying thermoplastic pavement markings, including glass beads in accordance with Section 84-2 "Thermoplastic Traffic Stripes and Pavement Markings" and these Special Provisions.

Measurement. Thermoplastic pavement markings are a lump sum item.

Payment. The lump sum contract price paid for thermoplastic traffic markings of the widths and patterns designated in the project plans and as specified herein, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing thermoplastic traffic markings, applying thermoplastic traffic markings, complete in place, including establishing alignment for markings, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-12. Pavement Markings. Pavement markings which include crosswalks, parking stalls, ADA markings, 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.

All pavement crosswalks and markings shall be applied in thermoplastic unless otherwise noted.

Measurement. Painting pavement markings are a lump sum item.

Payment. The lump sum contract price paid for painted traffic markings of the widths and patterns designated in the project plans and as specified herein for painted pavement markings, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting pavement markings (regardless of the number, widths and patterns of individual markings involved at each location) including removal of existing painted traffic markings, establishing alignment for markings, complete in place, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-13. Pavement Markers. All pavement markers are reflective pavement markers shall be installed as described in the following respective sections.

Measurement. Placing reflective and non-reflective pavement markers are a lump sum item.

Payment. The lump sum contract price paid per reflective and non-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.

13-14. 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 markers 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

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 35)**
 - 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 37)**
 - Filled out completely per instruction
- o **Worker's Compensation Certificate (Page 38)**
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment (Page 39)**
 - Filled out completely per instruction
- o **List of Proposed Subcontractors (Page 40)**
 - Filled out completely per instruction
- o **Statement of Experience (Page 41)**
- o **Signature of Bidder (Page 42)**
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond (Page 43)**
 - Filled out completely per instruction
- o **Non-Collusion Affidavit (Page 44)**
 - 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

Specification No.20-01**

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 sum

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 #:

21-03

PROJECT NAME:

SLURRY SEAL OF LOCAL STREETS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	1	LS	\$	\$
2	Slurry Seal	125,165	SY	\$	\$
3	Solid Yellow 4" Traffic Stripe	1,876	LF	\$	\$
4	Solid Double Yellow 4" Traffic Stripe	1,049	LF	\$	\$
5	Broken Yellow 4" Traffic Stripe	7,132	LF	\$	\$
6	Bike Lane 4" White Traffic Stripe	16,970	LF	\$	\$
7	Solid White 8" Stripe	186	LF	\$	\$
8	Thermoplastic White Crosswalk	1,048	LF	\$	\$
9	Thermoplastic Yellow Crosswalk	782	LF	\$	\$
10	Thermoplastic Ladder Crosswalk	1,058	SF	\$	\$
11	Thermoplastic Stop Bar	613	LF	\$	\$
12	Thermoplastic Pavement Markings	1	LS	\$	\$
13	Pavement Markings	1	LS	\$	\$
14	Pavement Markers	1	LS	\$	\$

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

(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

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.

DRAFT-NOT FOR BIDDING

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 XXXXXXXX for SLURRY SEAL OF LOCAL STREETS.

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 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

SPECIFICATION NO. 20-03

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 fifteen (15) 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:

(Corporate Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____...

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal, was
then _____ of said corporation; that I know his signature, and
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

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:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

(Corporate Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____...

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
_____ Secretary of the corporation named as Principal in the foregoing bond;
that _____, who signed the said bond on behalf of the Principal, was
then _____ of said corporation; that I know his signature, and
that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of its governing body.

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



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Sign Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport in the Amount of \$13,000.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021

Summary: Council will consider authorizing the City Manager to Sign Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport in the amount of \$13,000. These funds will be used to support the airport operating budget.

Background: The Airports Coronavirus Response Grant Program (herein called “ACRGP”), is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or “the Act”), Division M of Public Law 116-260, to provide eligible sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Discussion: Staff recommends that Council authorize the City Manager to sign the Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 (Attachment 1). The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Ukiah Municipal incurred April 21, 2021 3-06-0268-019-2021 no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern “airport revenue.” New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

Recommended Action: Authorize the City Manager to sign Federal Aviation Administration Airport Coronavirus Relief Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport, in the amount of \$13,000.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 77700000.43290.18270: \$0

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: FAA

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

3-06-0268-019-2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 220
Brisbane, CA 94005

CRRSA Transmittal Letter

April 21, 2021

Mr. Greg Owen
Airport Manager
City of Ukiah
1403 S. State Street
Ukiah, CA 95482

Dear Mr. Owen:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-06-0268-019-2021 for Ukiah Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 6, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,


Alberto Cruz (Apr 21, 2021 15:58 EDT)

Laurie J. Suttmeier
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 21, 2021

Airport/Planning Area Ukiah Municipal Airport

ACRGP Grant Number 3-06-0268-019-2021

Unique Entity Identifier 152110466

TO: City of Ukiah

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 3, 2021, for a grant of Federal funds at or associated with the Ukiah Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Ukiah Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Ukiah Municipal incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 6, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 21, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Alberto Cruz (Apr 21, 2021 15:58 PDT)
(Signature)

Alberto Cruz

(Typed Name)

San Francisco Assistant ADO Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Ukiah

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Ukiah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair 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.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 3, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



AGENDA SUMMARY REPORT

SUBJECT: Report on Award of Professional Services Agreement to On Duty Health for Annual National Fire Protection Association (NFPA) Compliant Physical Exams for Fire Authority Staff.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Agreement with OnDuty Health

Summary: The Council will receive a report of award of a Professional Services Agreement with On Duty Health in the amount of \$11,603 to provide National Fire Protection Association (NFPA) required physical exams for Fire Authority staff.

Background: The National Fire Protection Association's (NFPA) Standards 1500 and 1582 require annual medical screening of personnel assigned to firefighting duties.

Discussion: Firefighting is an arduous and dangerous task. Besides the dangers posed by the fire itself, firefighters are endangered by extreme physiological stressors. In fact, most firefighter Line of Duty Deaths (LODDs) are attributed to medical conditions rather than smoke inhalation, burns, etc. As such, screening for any underlying medical conditions becomes vitally important to try to prevent injuries and deaths.

Both National Fire Protection Association (NFPA) Standard 1500 and 1582 require annual medical screening of personnel, and in fact the lack of such required screenings is often cited as a contributing factor in National Institute of Occupational Safety and Health (NIOSH) Firefighter Line of Duty Death (LODD) reports.

These types of exams have a proven track record of identifying underlying medical conditions, often before serious symptoms occur, as well as identifying areas of potential injury, thus allowing for preventive actions/measures to be taken.

City purchasing staff solicited qualified providers on behalf of the Fire Authority, and On Duty Health was selected as the provider. Attachment 1 is the Professional Services Agreement with On Duty Health to provide National Fire Protection Association (NFPA).

Recommended Action: Receive notification of award of Professional Services Agreement to On Duty Health in the amount of \$11,603 for National Fire Protection Association (NFPA) compliant physical exams for Fire Authority staff.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10021210.54161: \$5,801.50 ;91521400.54161: \$5,801.50

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021-161

COORDINATED WITH: Doug Hutchison- Fire Chief

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 3rd day of February, 2021 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and On Duty Health, a Corporation organized and in good standing under the laws of the state of Texas, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires health assessments related to Annual NFPA-1582/WFU Firefighter Health & Fitness Assessments for fire personnel.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within eight (8) business days from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a lump sum basis not to exceed a guaranteed maximum dollar amount of \$11,603.00, which shall include all indirect costs and expenses of every kind or nature. Consultant shall complete the Scope of Work for

the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

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

5.0 ASSURANCES OF CONSULTANT

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

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

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

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

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

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

7.0 CONTRACT PROVISIONS

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

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

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

8.0 NOTICES

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

FIRE AUTHORITY
1500 S. STATE ST
UKIAH, CA 95482-5400

ON DUTY HEALTH
GREG BATLA
2028 E BEN WHITE BLVD #240-4949
AUSTIN, TX 78741

9.0 SIGNATURES

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

WATER SYSTEMS OPTIMIZATION, INC.

BY: 

GREG BATLA
CHIEF EXECUTIVE OFFICER
85-2103844

IRS IDN Number

2-25-2021

Date

CITY OF UKIAH

BY: 

SAGE SANGIACOMO
CITY MANAGER

Apr 7, 2021

Date

ATTEST



KRISTINE LAWLER
CITY CLERK

Apr 7, 2021

Date



PURCHASE ORDER & MASTER TERMS & CONDITIONS

PURCHASE ORDER

Description	Crew	Unit Price	Cost
Standard NFPA-1582/WFI Assessment	16	\$599.00	\$9,584.00
Comprehensive Labs & Urinalysis			incl
Full Physical Assessment			incl
Treadmill Stress Test with TRUE VO2 Max Testing			incl
Ultrasound Enhanced Cancer Screening			incl
Fitness Analysis			incl
Behavioral Health Assessment			incl
QuantiFERON Gold TB Test	16	\$49.00	\$784.00
HazMat Testing (Heavy Metals Profile II + Cholinesterase)	5	\$148.00	\$740.00
5 year chest x-ray (estimated 1/5th of crew)	5	\$99.00	\$495.00
		*Estimated Total	\$11,603.00
		Contingency	\$580.15

*Estimated Total: This total may increase or decrease depending on the number of firefighters due for their 5 year chest x-ray, medical director review as indicated (such as review of abnormal EKG findings with our Cardiologist, or review of abnormal ultrasound findings with our Radiologist), further testing as indicated, or other factors. Expect a 5% variance.

A breakdown of the above items is provided on the next page.

BREAKDOWN OF SERVICES

NFPA-1582/WFI Standard Annual Firefighter Fitness Assessments

Item	Description	Pricing
Comprehensive Labs	Urinalysis	incl
	CBC (Complete Blood Count w/differential)	incl
	CMP (Comprehensive Metabolic Panel)	incl
	Lipid Panel with LDL/HDL Ratio	incl
	A1C (Glucose/Hemoglobin Diabetes Test)	incl
	TSH (Thyroid Stimulating Hormone)	incl
	PSA (Prostate Specific Antigen - Men) [included over 40]	incl
	FIT (Fecal Occult Blood Colorectal Cancer Screening) [included over 40]	incl
Physical Assessment	Comprehensive Physical	incl
	Vital Signs	incl
	Vision Test & Audiometry Exam	incl
	Skin Cancer Assessment	incl
	Personal Consult with Review of Results	incl
	Personalized Health Plan with Nutrition & Exercise Recommendations	incl
	Behavioral Health Assessment with Questionnaires & Oral Examination	incl
Fitness Assessment	Pulmonary Function Test (on hold for COVID-19)	incl
	Resting EKG	incl
	Treadmill Stress Test with EKG (WFI Protocol)	incl
	TRUE VO2 Max Testing	incl
	Metabolic Analysis w/ Body Composition	incl
	Muscular Endurance Evaluation	incl
	Muscular Strength Evaluation	incl
	Flexibility Evaluation	incl
Ultrasound Enhanced Cancer Screening	Includes ultrasound imaging of the heart with function, aorta & aortic valves, carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men).	incl
Chest X-ray	Lung cancer & TB screening recommended every 5 years. Reviewed by radiologist. For firefighters due for this, additional fee listed applies	\$99 ea



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of and Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the Total Amount of \$175,720, and Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. LG Sonic Proposal - City of Ukiah CA
2. Quote - City of Ukiah (002)

Summary: Council will consider approving the purchase of an Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the total amount of \$175,720.00, and corresponding budget amendment.

Background: Due to high nutrient content and local climate, the water quality of recycled water within the storage reservoirs can become negatively impacted by algal blooms. Algae can become problematic once it is in the distribution system and lead to clogging of filters or irrigation equipment.

Although the Recycled Water System was designed with a recirculation system to help alleviate this problem, it has proven to be incompatible with the sustained demand being placed on the system as the recirculation system and distribution systems share the same pumping facilities.

Currently algae is being managed via chemical treatment. Although this has been moderately effective, the Water Resources Department does not see the long-term use of intensive chemical treatment as a sustainable practice in keeping with the goals of this project.

As algal growth is a common issue with the storage of recycled water, particularly in warmer climates, we checked with industry peers for systems with a proven track record in similar circumstances. Several water utilities in Southern California have experienced excellent results using sonic control via LG Sonic Buoys. The buoys control algae by emitting sonic vibrations that interrupt the lifecycle of certain species of algae while being inert to all other forms of aquatic organisms including birds and water fowl. The buoys also transmit real-time water quality data that is used to manage settings to measure and optimize effectiveness. While it may be necessary to use some chemical treatment even after buoy deployment, all users have experienced a significant decrease in amounts and frequency.

The purchase of this equipment was programmed on the CIP for FY 21/22. In light of the current drought, and expected pressure on the Recycled Water System, the Water Resources Department is accelerating this purchase. A proposal and quote for a buoy array was received from LG Sonic US LLC, Inc in April of 2021 (attachments 1 and 2) . There are no other alternative sources for this equipment.

Discussion: Receive the report of the purchase of an Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the total amount of \$175,720.00.

Recommended Action: Approve the purchase of an Algae Control System for the Recycled Water System from LG Sonic US, LLC, Inc. of Scranton, PA in the total amount of \$175,720.00, and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 83027330.80100.18249: \$0

PROPOSED BUDGET AMOUNT: 83027330.80100.18249: \$175,720.00

FINANCING SOURCE: Fund 820

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jarod Thiele, Mary Horger

Approved: 
Sage Sangiacomo, City Manager



Algae Control Proposal



City of Ukiah

Prepared by

Greg Eiffert

g.eiffert@lgsonic.com

570.677.9554

28th March 2021

LG Sonic US

201 Lackawanna Ave.

Suite 222

Scranton, PA 18503

Executive summary

In this proposal you will find an installation advice for monitoring and controlling algae in 3 reservoirs.

Benefits for ultrasonic algae control

- Reduce algal blooms by up to 70–90%*
- Prevent growth of algae
- Reduce chemical use

Ultrasound technology

In all water bodies, a basic level of algae is present. These algal concentrations belong to the normal lake ecology and are also important for the ecological balance within the water. However, when a specific algal type starts growing exponentially, it can suffocate other organisms within the water that are important for a balanced lake ecology. The ultrasonic algae control devices from LG Sonic emit specific ultrasonic parameters to control algae in lakes, reservoirs, and industrial applications. Ultrasound waves create a sound layer in the top layer of the water, which has a direct impact on the buoyancy of the algae. The algae cells will sink to the deeper and darker layers of the water column and are unable to photosynthesise, thus will eventually die due to a lack of light.

The advantages of ultrasound technology

- No release of toxins
- Environmentally friendly
- Safe for fish, plants, zooplankton and insects

Project proposal

Based on the dimensions the Water Re-Use Reservoirs, we advise to install a total of 3 systems MPC-Buoy, one per reservoir. The system MPC-Buoy is a floating, solar powered, platform that combines continuous online water quality monitoring, web-based software, and ultrasonic technology to effectively control harmful algal blooms in large water surfaces, such as lakes and larger ponds.

Similar projects



*In optimal conditions, depends on the specific water quality characteristics.

Table of contents

1. Treatment proposal

- 1.1. Proposed solution
- 1.2. Proposed installation
- 1.3. Initial costs
- 1.4. Maintenance and annual service costs

2. Specifications

- 2.1. Concept: monitor, predict and control algae
- 2.2. Key system elements
- 2.3. Technical specifications

3. Delivery and warranty

- 3.1. Delivery method
- 3.2. Warranty

4. LG Sonic company profile

- 4.1. Testimonials
- 4.2. Results

1. Treatment proposal

The algae control systems developed by LG Sonic offer an environmentally friendly solution to control algae by making use of ultrasound waves.

1.1. Proposed solution

Based on the dimensions of 3 reservoirs, we advise the installation of 3 MPC-Buoy systems.

One MPC-Buoy system can treat large surface areas up to 1600ft/50 acres in diameter coverage. The MPC-Buoy is anchored in the centre of the water body, ensuring correct coverage of the ultrasound waves.



1.2. Proposed installation

Below you will find an installation proposal to reduce the algae level in 3 reservoirs. A total of 3 MPC Buoys, one per chamber, as diagramed below.



FAQ

Is ultrasound harmful for fish, plants, zooplankton, or insects?

No. The effects of LG Sonic products have been tested by various universities and are proven to be safe for fish, plants, zooplankton, and insects.

What happens to the algae after the ultrasonic treatment?

The ultrasound creates a sound layer in the top layer of the water. This ultrasonic sound barrier prevents the algae from rising to the surface and absorbing light for photosynthesis. Therefore, algae are no longer capable of growing further. The algae will die while the cell wall remains intact, preventing the release of toxins from the algae into the water. The algae will sink to the bottom of the water reservoir and are degraded by the bacteria present.

Does the algae release toxins in the water?

Algae control by ultrasound is based on the interference with their buoyancy and hence preventing their photosynthetic activity. Ultrasound does not break or lyse the cells, and as such toxins are not released into the water. As the ultrasound process is generally a longer process (3-4 weeks) and growth of new algae is being prevented, you can see a gradual reduction in toxin concentration once ultrasound is introduced.

How is the system installed?

The MPC-Buoy is anchored in the water reservoir. Each system has 4 ultrasonic transmitters ensuring complete 360-degree sound coverage.

Do you want to receive more information or have any other questions? Please contact your account manager.

1.3. Initial costs

Table 1: Total project costs

Product details	List price	Quantity	Subtotal
MPC Buoy Pro	\$50,100.00	3	\$150,300.00
MPC Anchoring Systems	\$3,640.00	3	\$10,920.00
Sim Card - Annual Data	\$300.00	3	\$900.00
Transport	\$4,800.00	1	\$4,800.00
Remote Installation assistance & Startup	\$2,950.00	1	\$2,950.00
Low Water Level Stands	\$1,950.00	3	\$5,850.00

Grand total \$175,720.00

Table 2: Product/service description

Product/Service	Amount	Included
MPC-Buoy	3	• Ultrasonic treatment • Water quality sensor package • Solar panels • 1-year of interactive algae control services • Web-based software package • Floating buoy construction
MPC-Buoy Lite	0	• Ultrasonic treatment • Solar panels • 1-year of interactive algae control services • Web-based software package • Floating buoy construction The MPC-Buoy lite receives ultrasonic program updates from the MPC-Buoy in lakes where more than one buoy is required
Installation	1	Installation supervision and start-up of

		the software
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Recommended by LG Sonic

Table 3: Recommended product/service description

Product/Service	Amount	Included
Anchor system	3	Complete anchor system incl. anchor, D-shackles, marine rope, sinker, galvanized, chains and swivels
Sim Card - Data	3	Annual Download
Solar-powered warning light	Optional	Marking of algae control systems in lakes and reservoirs

1.4. Maintenance and annual service costs

The sensors and ultrasonic transmitters on the MPC-Buoy are all equipped with wipers to ensure they stay clean. This keeps the efficiency and specificity of the MPC-Buoy optimal and makes frequent maintenance to the system redundant.

Besides that, the technical status of the system can also be monitored through the MPC-View software, minimizing visits to the MPC-Buoy itself. What is left for maintenance is the calibration of the sensors. LG Sonic can do this for you simply by you sending the sensor package to us once a year.

We recommend performing an on-site physical inspection bi-monthly to check the state of all the parts comprising the MPC-Buoy.

Table 4: Maintenance and annual service costs

Type	Included	Costs
Interactive algae control services	- Interactive algae control services - Data management - Web hosting - Setup of server - Software licensing	The first 12 months are included in the price. After 12 months, use can be paid for on a yearly basis: Project service costs of €5100/year + - Each MPC-Buoy Pro: \$1080/year - Each MPC-Buoy Lite: \$360/year
Calibration of the water quality sensors	- Fluorobrobe (phycocyanin, turbidity, Chlorophyll a) - DO sensor - Replacement of pH cartridge - Revision of sensor wiper engine	\$3,600 / three years

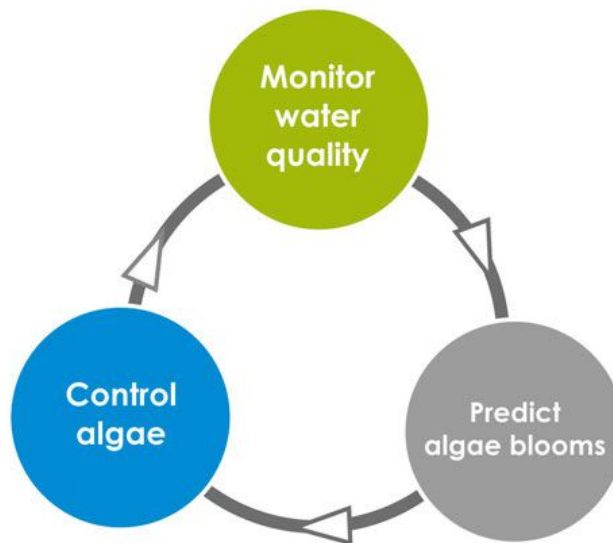
Table 5: Interactive algae control service - annual cost starting from the second year of the project

Product details	Price price	Quantity	Subtotal
Project service costs	\$6,120.00	1	\$6,120.00
MPC-Buoy Pro	\$1,080.00	3	\$3,240.00
MPC-Buoy Lite	\$360.00	0	\$0.00

Subtotal **\$9,360.00**
Grand total \$9,360.00

2. Specifications

2.1. Concept: monitor, predict and control algae



The MPC-Buoy is specially designed for large water surfaces and combines online water quality monitoring, web-based software and ultrasound technology to provide complete and cost-effective treatment against algae in lakes, ponds and drinking water reservoirs.

1. Monitor water quality

The MPC-Buoy provides a complete overview of the water quality by collecting the following parameters every 10 minutes: Chlorophyll α (green algae), Phycocyanin (blue-green algae), pH, Turbidity, Dissolved Oxygen, and Temperature.

2. Predict algal blooms

The collected data is delivered in real time via radio, GPRS, or 3G to web-based software. Based on our developed algorithm we are able to modify the ultrasonic program to the specific water conditions and predict algal blooms a few days ahead.

3. Control algae

Based on the received information, the ultrasonic program can be activated according to the water conditions and type of algae present. In this way, it is possible to eliminate existing algae and prevent the growth of new algae.

2.2. Key system elements

1. Ultrasonic treatment
2. Water quality sensor package
3. Solar panels
4. Floating construction anchored at the bottom of a lake
5. Data communication for remote control
6. Water quality software package

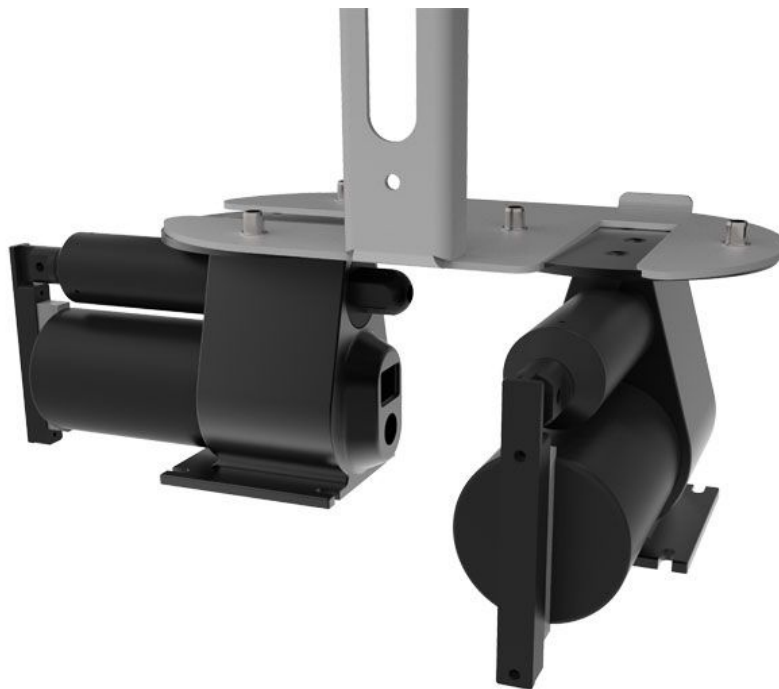


1. Ultrasonic treatment for algae control

The MPC-Buoy is equipped with 4 ultrasonic transmitters for 360-degree algae control. Each transmitter has an ultrasonic treatment range of 1600ft/50 acres in diameter. Based on the measured water quality data, the system can remotely activate the right ultrasonic program. Web-based software (MPC-View) allows users to visually track the water quality and the progress of the ultrasonic treatment.

The transmitters send ultrasonic sound waves of several specific frequencies, amplitudes, waveforms and durations into the water. The specific ultrasonic waves create a sound layer in the top layer of the water, which has a direct impact on the buoyancy of the algae. The algae cells will sink to the deeper and darker layers of the water column and are not able to photosynthesize and will eventually die due to a lack of light. However, for the efficiency of the technology it is important that specific frequency programs are used, based on the algae that require a control strategy.

Affected algae cells will sink to the bottom of the water reservoir, where they will be degraded by the bacteria present in the soil. After 3 to 4 weeks, the LG Sonic® devices control the growth of new algae from 70% to 90%. The LG Sonic products are not based on cavitation; the LG Sonic technology uses low-power ultrasound to control algae growth. This prevents the release of algal toxins into the water.



4 ultrasonic transmitters for complete 360-degree algae control

- Treatment range of 1600ft/50 acres in diameter
- Integrated Aquawiper™, an automatic cleansing system for the ultrasonic transmitters
- Chameleon Technology™, adjusts the ultrasonic program to the specific water conditions

2. Water quality sensors for effective algae control

The MPC-Buoy is equipped with a set of sensors that monitor important parameters of your water quality in real time. The basic set of sensors are:

- Chlorophyll a (Algae)
- Phycocyanin (Blue-green algae)
- Dissolved Oxygen
- Turbidity
- Temperature
- pH

*Optional sensors are available based your needs and preferences.

These sensors can be used to provide a good overview of the concentration and type of algae present in your water reservoir. Besides that, levels of pH, temperature and turbidity can be used to predict the formation of new algal blooms and anticipate them before any problems arise. Levels of Dissolved oxygen provides you with vital information about the health of your water and condition of fish and plants within the lake.



In-situ water quality sensors to provide real-time water quality data

- Monitors chlorophyll a , phycocyanin, DO, turbidity, temperature and pH
- Automatic antifouling wiper ensures optimal readings
- Optional sensors are available according to your needs and preferences

3. Solar panels for power supply

The MPC-Buoy is equipped with 3 solar panels of 195 Wp and 40-amp lithium batteries for autonomous power supply. The device has a power consumption of 5–20 Watts. The MPC-Buoy can provide power all year round anywhere around the world. During low battery charge, the device automatically powers off the ultrasonic transmitters. Furthermore, the device automatically switches to an energy-saving program during periods of low sun radiation.



Solar panels for autonomous power supply

- 3x 195 Wp high-quality solar panels that provide power, all year round in any country
- 1x 24 Volt, 40 AMP lithium battery
- Switches to energy-saving program during periods of low sun radiation
- Solar regulator

4. UV- resistant buoy construction

The MPC-Buoy system consists of three unsinkable floats that carry the weight of the system. The aluminium powder coated frame is both UV and corrosion resistant. Because the construction is relatively light (250 kg), you only need a small boat to drag the device to the required installation spot, where the unit can be installed and moored.



Floating construction anchored to the bottom of a lake

- Aluminium powder-coated frame
- UV and corrosion resistant construction
- Unsinkable floats

5. Data communication for remote control

The LG Sonic data logger is designed specifically for its application in a watery environment, where monitored data needs to be continuously delivered. The LG Sonic datalogger will communicate with the online software from LG Sonic (MPC-View) through a 3G data connection. Other data connections are available on request (GPRS, Satellite).



Smart communication system for remote control

- 3G (CDMA, Radio, GPS and Iridium Satellite optional)
- Real-time water quality data with the MPC-View software
- Integrated alarm functions

6. Water quality software package: MPC-View

The MPC-View software allows you to visually track the water quality in your lake or reservoir. The software receives its data from advanced water quality sensors that are integrated into the MPC-Buoy.

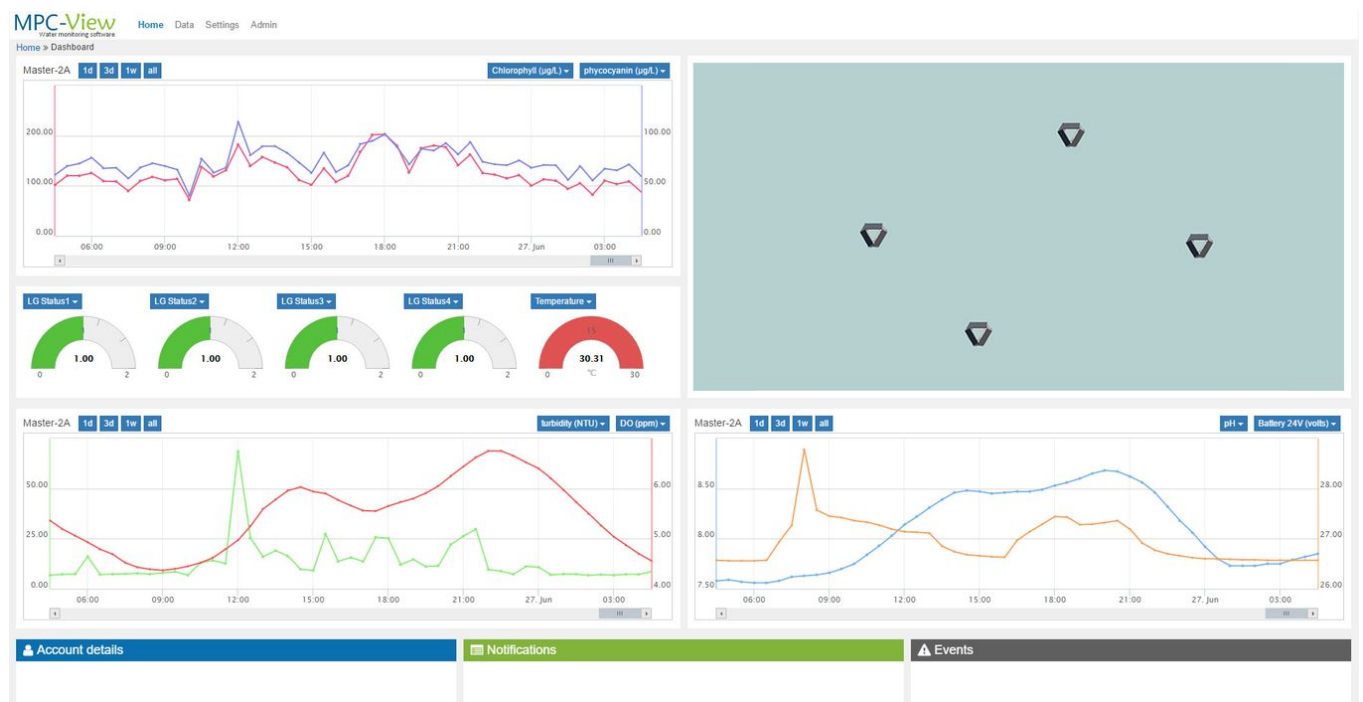
You can log in to the software where you will find a personal dashboard displaying an overview of your algae control projects. The software provides insight into the water quality, algae trends, and the progress of the ultrasonic treatment. Furthermore, the software displays technical parameters, such as the status of the ultrasonic transmitters, signal strength, and battery strength. This way, customers and employees of LG Sonic can remotely monitor to see whether the devices are working properly. Generated reports can be exported to Excel or converted to PDF, and from there they can be shared or published.



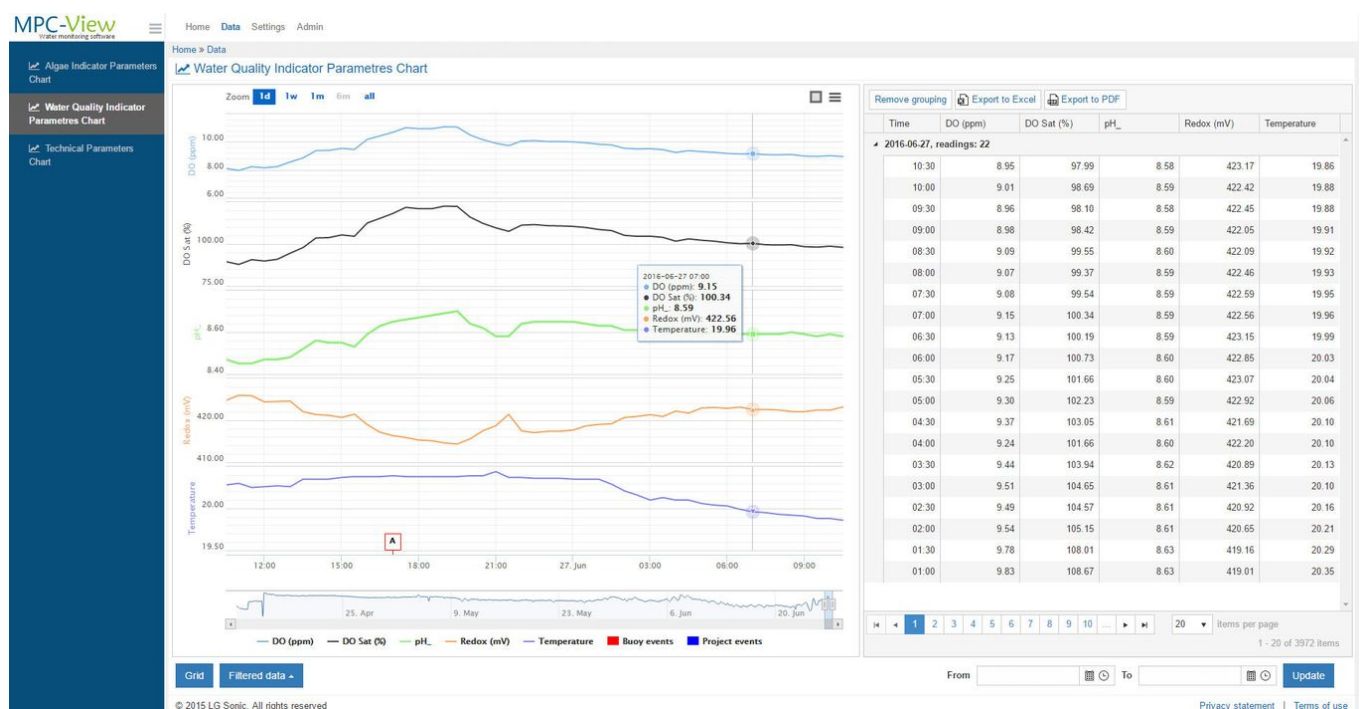
MPC-View

- Dashboard with an overview of the water quality
- Set up alarms for changing water conditions and maintenance activities
- Visual insight into various parameters at a specific moment in time

Dashboard with an overview of the algae control project

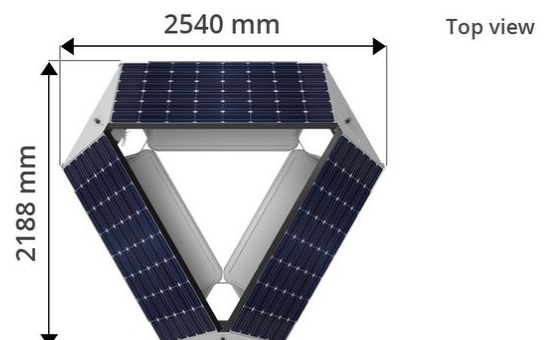


Visual insight into various parameters at a specific moment in time



2.3. Technical specifications

Frame	- Aluminum framed polyethylene buoy - Material: Rotationally-moulded UV-stabilized HDPE polyethylene - Filling: Closed-cell polyurethane foam - Buoy frame: Anodized aluminum - Weight: 15 kg - Size: 1200x600x200mm - Buoyancy capacity 95 kg
Solar panels (3x)	- Solar cell: Monocrystalline cell - Rated Power (Pmax): 200Wp - Weight: 16 kg - Connectors IP67 - Size: 1580x808x35mm
Battery	1 x 24 volt lithium lifepo4 - Capacity: 40 Ah - Weight: 15kg
Data acquisition system	4 x analog channel (user-configurable for either 4-20mA) 1 x RS485 port for instruments 1 x high frequency pulse counting channel 1 SDI-12 input 3X RS232
Telemetry	3G - Quadband (850/ 900 /1800 / 1900 MHz) - CDMA optional - Radio (UHF/VHF)
Solar Charge Controller	- Overcharge and Deep discharge protection - Ip68 Protection



Water quality sensor package	
Fluorescence, including anti-fouling Wiper: chlorophyll a, phycocyanin, turbidity • 470nm – Chlorophyll a • 610nm – Phycocyanin • 685nm Turbidity	Dissolved Oxygen • Optical measure by • luminescence • Measure ranges: • 0.00 to 20.00 mg/L • 0.00 to 20.00 ppm • 0-200%
pH • Combined electrode • (pH/ref): • special glass, Ag/AgCl ref. • Gelled electrolyte (KCl) • Range 0 – 14 pH • Resolution 0,01 pH • Accuracy +/- 0,1 pH	Temperature • Technology CTN • Range 0.00 °C à + 50.00°C • Resolution 0,01 °C • Accuracy ± 0,5 °C • Response time < 5 s

3. Delivery and warranty

3.1. Delivery method

Sea cargo/airfreight/road

Method of shipment: Delivery at Place (DAP)

Delivery time

The products will be shipped within 6 weeks after receiving payment. Shipping time depends on shipping method: 1 and 3 weeks

3.2. Warranty

LG Sonic BV, the producer, has great confidence in its products and guarantees the quality of assembly and materials used. The warranty is limited to materials and faulty construction and covers terms of ONE, TWO, THREE or FIVE YEARS after purchase date for different parts of the MPC-Buoy.

The system specifications and the assigned years of warranty coverage are listed in the table below:

System element	Includes	Years of warranty
Ultrasonic system	- Up to 4 LG Sonic e-line XXL transmitters connected to one control box - Treatment range of 1600ft in diameter - Ultrasonic treatment coverage of 360°	3
Water quality sensor package	Water quality sensors: pH, dissolved oxygen, temperature, redox, turbidity, chlorophyll a, phycocyanin.	1
Solar system	3x 200 WP solar panels 2x 12 Volt, 40 AMP lithium batteries - Solar regulator	5 2 2
Buoy construction	- Aluminum-framed polyethylene buoy - Stainless steel construction for solar panel mount - HDPE enclosure for electronic box and batteries	3

4. LG Sonic company profile



LG Sonic is a highly innovative algae control solutions provider based in the Netherlands. Since 2011, the company has dedicated itself to development of environmentally friendly solutions to treat algal blooms in lakes and large reservoirs.

Environmental pollution

(Harmful) algal blooms have a tremendous negative impact on wildlife, domestic animals and humans living near infected lakes. While the problem is annually increasing globally, the severity of the consequences of algal blooms are becoming clear to public and regulators. At its source, lies years of environmental pollution.

Our vision

LG Sonic believes that solutions for severe environmental degradation do not lie in the addition of more chemicals or other components that pollute our lakes further. Instead, solutions should be used that support our lake's ecology, to establish a healthy aquatic ecosystem.

Our solutions

LG Sonic has established a line of water treatment solutions based on ultrasound technology. Combined with a line of smart water quality sensors, Remote Sensing (satellite imaging) to monitor water quality from space, and efficient aerating solutions based on Nanobubbles, LG Sonic's solutions work together to recover the ecology of a water body.

What we have accomplished so far

- Active in over 50 countries around the world
- Successful long-term treatment of lakes from 20 hectares to many square kilometres
- Winner of several awards such as Aquatech Innovation Award and Shell LiveWIRE Award.
- Four offices worldwide: the Netherlands, United States, United Arab Emirates and Brazil
- Solution provider to water utilities, (nuclear) power generation industry, recreational lakes and wastewater treatment plants.

4.1. Testimonials



“Extensive testing conducted during 2014 showed that the buoys had a significant impact on the algae, allowing the plant to reduce chemical consumption by more than 20 percent, and reducing the concentration of undesirable taste and odor causing compounds in the treated water delivered to customers”.

Orren Schneider, Manager Water Technology



“We were using both an algaecide (quaternary amine) and a UV-blocker at all our cooling towers. By the end of the season we eliminated using the UV-blocker chemical and we reduced the algaecide by 25%. We intend to reduce more in 2020 [with MPC-Buoy]. You have a quality product [MPC-Buoy] that has potential to help many customers such as ourselves. We enjoy working with quality people.”

Brian Snyder – Senior Chemical & Environmental Specialist, NIPSCO



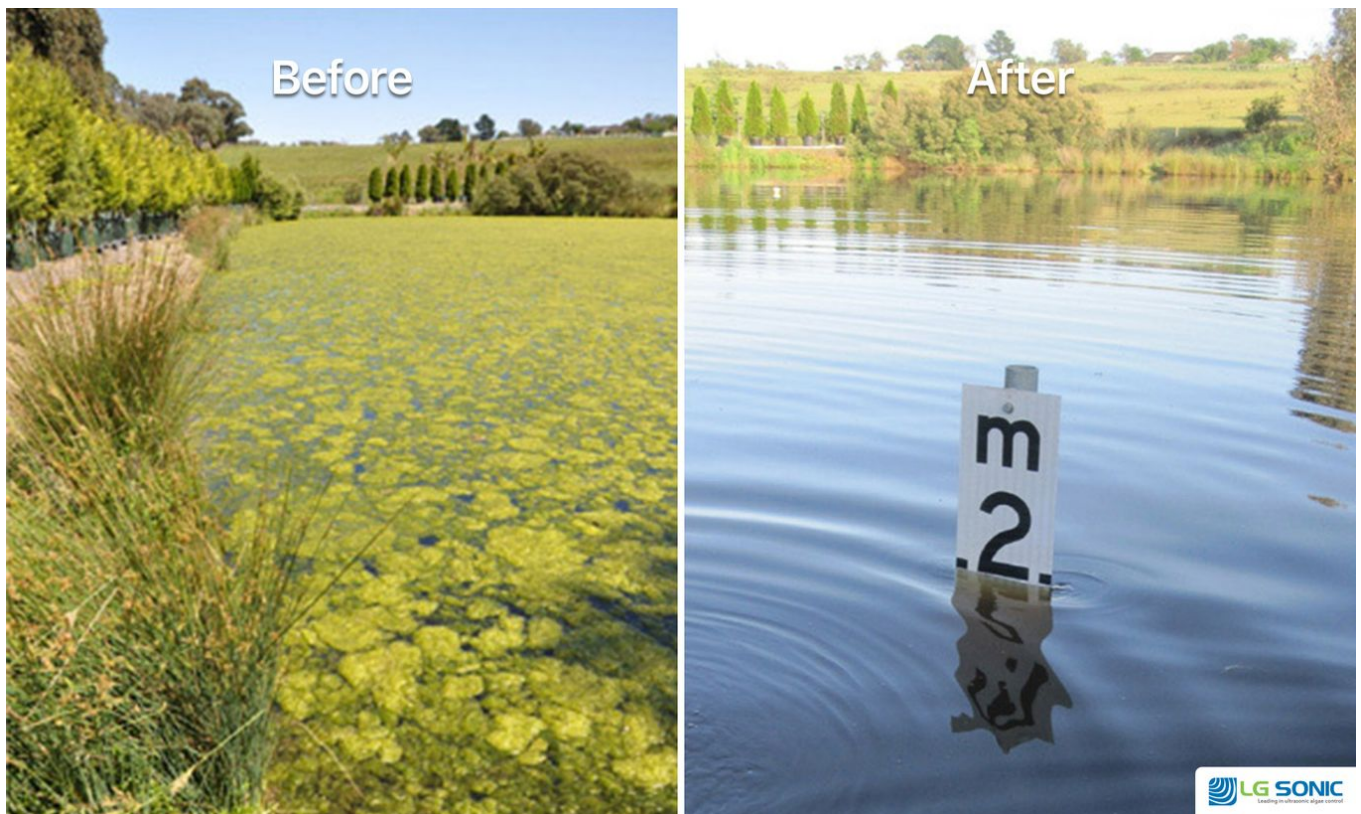
“The device performed excellently when dealing with blue-green algae.
[Reducing chemical costs by 27% in the first year] “.

Cathy Willets, Emmitsburg Town Manager

4.2. Results



Before (left) and after (right) since using MPC-Buoy systems in a recreational lake in the Netherlands.



Before (left) and after (right) picture of an irrigation reservoir in Australia since using LG Sonic ultrasound.



Quote

Quote Number **25057058US**

Our reference:

Payment Term

Date 20th April 2021

BILL TO

City of Ukiah

Attn: Sean White

SHIP TO

City of Ukiah Water Plant

Ukiah, CA

Product code	Product Name	Qty	List Price	Total
10100	MPC Buoy Pro	3	\$ 50,100.00	\$150,300.00
10100CS	MPC Buoy Low Water Stand	3	\$ 1,950.00	\$5,850.00
7636	Sim-Card - Annual Data	3	\$ 300.00	\$900.00
10020	MPC Buoy Anchoring System	3	\$ 3,640.00	\$10,920.00
	Shipping			\$4,800.00
	Remote Installation & Startup Service			\$2,950.00
TOTAL				\$175,720.00

Company details

LG Sonic US, LLC

201 Lackawanna Ave. Suite 222

Scranton, PA 18503

833-LGSonic

www.lgsonic.us



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Nominating and Appointing a Member to the Equity and Diversity Standing Committee.

DEPARTMENT: City Clerk

PREPARED BY: Traci Boyl, Management Analyst

PRESENTER: Consent Calendar

ATTACHMENTS:

1. CC Reso 2020-59 - Establishing Equity and Diversity Standing Committee
2. Resolution making appointment
3. Application for Equity and Diversity Committee

Summary: Council will review and consider adopting a resolution making a nomination and appointment to the Equity and Diversity Standing Committee.

Background: On July 1, 2020, the City Council established an Equity and Diversity Ad Hoc committee consisting of Vice-Mayor Orozco, Councilmember Mulheren, and support staff from the City Manager's Office, to ensure a comprehensive approach to continue the forward progress and evolution of our agency and service to our community. The Ad Hoc reviewed research and analysis regarding community demographics, and City staff diversity demographics, and internal policies and procedures. The Ad Hoc concluded that a Standing Committee would be the most effective and efficient mechanism to ensure extensive ongoing community engagement from the diversity of demographic groups within the City of Ukiah, successful plan development and implementation, and to provide a process for annual review, oversight, and updates as necessary.

On October 7, 2020, the City Council adopted Resolution 2020-59 to establish an eleven (11) member Equity and Diversity Standing Committee, and set forth the procedure for filling vacancies (Attachment 1). The structure of the standing committee is designed to ensure optimal representation from the diverse demographic groups represented in the population of the City of Ukiah and the larger community living and working in the Ukiah Valley. The Standing Committee consists of eleven (11) members. The members consist of two members of the City Council and nine members the City of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys who serve or represent: individuals and families who are low income, persons with physical or mental disabilities, persons from the LGBTQA community, members of Native American tribes and communities in Mendocino County, members of the Hispanic/Latino community, persons of color, people whose primary language is not English, youth ages 21 and younger, and seniors 65 years and older.

On February 17, 2020, the Ukiah City Council appointed seven (7) applicants to the Equity and Diversity Committee which had been vetted to meet the position requirements. The appointed applicants filled the seats representing the following demographic categories: Persons with lived experience of poverty (currently or formerly living at or below the poverty level), Persons with physical or mental disabilities, Persons from the LGBTQA community, Native American tribes and communities in Mendocino County, Persons from the Hispanic/Latino community, Persons of color, and Youth 21 years and younger. Additionally, Councilmember Duenas replaced former Councilmember Mulheren as a Councilmember representative.

On March 3, 2021, the Ukiah City Council appointed applicant Corrine Jones to represent the demographic group, Seniors 65 years or older.

Discussion: The Clerk's office has continued to solicit community members for the remaining vacant committee seat since March 3, 2021. One application was received that has been vetted to meet the position requirements. Staff is recommending that Council adopt the proposed resolution (Attachment 2) nominating and appointing the following individual to the Equity and Diversity Standing Committee (see Attachment 3).

NAME	POSITION
Sonu Upadhyay	People Whose Primary Language is not English

Recommended Action: Adopt Resolution Nominating and Appointing a Member to the Equity and Diversity Standing Committee.

BUDGET AMENDMENT REQUIRED: N/A

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

RESOLUTION NO. 2020-59**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH CREATING EQUITY AND DIVERSITY STANDING COMMITTEE****WHEREAS:**

1. The population of the City of Ukiah and the larger community living in the Ukiah Valley who work and shop in the City of Ukiah consist of a diversity of demographic groups, including individuals and families who are low income, persons with physical or mental disabilities, persons from the LGBTQA community, members of Native American tribes and communities in Mendocino County, members of the Hispanic/Latino community, persons of color, people whose primary language is not English, youth 21 years and younger, and seniors 65 years and older; and
2. These different demographic groups face unique barriers to accessing employment and municipal services and have different needs affecting their receipt of municipal services than the general population; and
3. Other demographic groups exist in this area which are not specifically identified in this resolution, but the identified groups are believed to be the most substantial of such groups; and
4. If other such groups are identified as significant as a result of the Committee's work or otherwise, the membership of the Committee can be expanded to include them in the future; and
5. The City seeks to establish a standing committee of the City Council as a means to adopt written objectives to improve diversity and equity in the City's workforce and in the provision of municipal services; developing a written Action Plan to achieve those objectives; implementing and overseeing the Action Plan; providing an annual review and update to the City Council on the Committee's progress; and proposing revisions to the plan as necessary.

NOW, THEREFORE BE IT RESOLVED as follows:**1. CREATION**

There is hereby created a Standing Committee of the City Council known as the Equity and Diversity Standing Committee, which is an advisory body reporting to the City Council and to the City Manager and City Department Heads.

2. MEMBERSHIP; APPOINTMENT

The Equity and Diversity Standing Committee ("Committee") shall consist of eleven (11) members. The members shall consist of two members of the City Council and one member from each of nine organizations in the City of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys, which serve or represent: (1) Persons with lived experience of poverty (currently or formerly living at or below the poverty level); (2) Persons with physical or mental disabilities; (3) Persons from the LGBTQA community; (4) Native American tribes and communities in Mendocino County; (5) Persons from the Hispanic/Latino community; (6) Persons of color (7) Persons whose primary language is not English; (8) Youth 21 years and younger; and (9) Seniors 65 years or older. In addition, committee members must either reside or work in the City of Ukiah. Members shall be appointed by the City Council based on written applications submitted by deadlines established by the City Council and any oral interviews the City Council may elect to conduct.

3. TERM OF OFFICE; VACANCIES

- A. Terms of Office. All appointments to the Committee shall be for a term of two (2) years during which the member serves and the will and pleasure of the City Council. Appointments to fill vacancies during a term of office shall be filled as provided in Section 1. The person appointed shall serve for the remainder of the term of that vacancy. Members whose terms expire may be reappointed to serve subsequent terms.
- B. Vacancies. Vacancies may occur as a result of the member's death or incapacity, resignation, no longer residing or working in the City, termination by the City Council with or without cause or failure of a member to attend three (3) meetings in any consecutive four-month period without the prior approval of the Committee.

4. DUTIES OF THE COMMITTEE

The Committee has the following responsibilities:

- 1. To recommend for consideration by the City Council and City Manager written objectives to improve diversity, equity, and inclusion within the City workforce and in providing municipal services.
- 2. To recommend for adoption by the City Council and City Management a written Action Plan to achieve the written objectives, which includes processes and procedures to be used by the City to improve equity and diversity in the City workforce and in its delivery of municipal services.
- 3. To oversee the implementation of the Action Plan.
- 4. To provide an annual review and update to the City Council on the Committee's progress.
- 5. To propose revisions to the Action Plan as necessary.

4. EXPENSES OF MEMBERS; NO COMPENSATION

The members of the Committee shall receive no compensation or reimbursement for expenses.

5. CHAIRPERSON; OFFICERS

The Committee shall elect a presiding officer to preside at special and regular meeting. City staff assigned by the City Manager shall provide support services, including preparation and posting of agendas, preparing minutes, staff reports and other documents as required for the conduct of the Committee's business.

6. COMMITTEE GOVERNANCE.

- A. Brown Act. The Committee shall comply with the Brown Act. Upon the first appointment of its members, it shall establish a meeting date and time for regular meetings and a procedure for placing

items on its agendas. Special meetings may be called by the Chairperson, City staff assigned to assist the Committee or by the Committee during a regular or special meeting.

- B. Parliamentary procedure. The Committee shall adopt any rules it considers necessary for the orderly conduct of its meetings which may, but are not required to, use all or any portion of Robert's Rules of Order or the City Council rules for conducting City Council meetings.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 7th day of October, 2020 by the following roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

A handwritten signature in blue ink, reading "Douglas F. Crane", written over a horizontal line.

Douglas F. Crane, Mayor

ATTEST:

A handwritten signature in blue ink, reading "Kristine Lawler", written over a horizontal line.

Kristine Lawler, City Clerk

RESOLUTION NO. 2021-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH MAKING NOMINATIONS AND APPOINTMENTS TO THE DIVERSITY AND EQUITY STANDING COMMITTEE**

WHEREAS, on October 7, 2020, the City Council adopted Resolution 2020-59 to establish an eleven (11) member Equity and Diversity Standing Committee, and set forth the procedure for filling vacancies; and

WHEREAS, the vacancies for the new committee have been noticed since October 7, 2020; and

WHEREAS, the City Clerk's office received one application, which was vetted and determined to meet the position requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council does hereby appoint the following persons and terms:

BOARD/ COMMISSION	NAME	POSITION	TERM ENDING
Equity and Diversity Standing Committee	Sonu Upadhyay	Persons Whose Primary Language is not English	5/5/2025

PASSED AND ADOPTED this 5th day of May, 2021, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk

CITY OF UKIAH
DIVERSITY AND EQUITY APPLICATION FOR APPOINTMENT

A. General Information

Full Name	Sonu Upadhyay			Date	04/28/2021		
Residence Address (Physical Address, not PO)							
Mailing Address (if different from above)	Ukiah, CA 95482						
Home Phone	()			Work Phone	()		
Email				Cell Phone	()		
Employer	City of Ukiah						
Business Address							
Job Title/Position	Sr Electrical Engineer			Employed Since	07/2020		
How long have you resided in:	Ukiah?	10 mths	Mendocino County?	10 mths	California?	10 mths	
Please list organization(s) you are with a member of and identify the demographic group(s) it or they represent.	Please list organizations that you are Choose an item.						

Languages spoken other than English: Nepali, Hindi

B. Please answer the following questions on a separate sheet of paper.

1. What is your understanding of the purpose, role and responsibility of the Diversity and Equity Committee?
2. What is your understanding of/and ability to meet the responsibilities of committee members in regards to meeting attendance? (Can you attend regular committee meetings? Do you have any scheduling conflicts or are there any other circumstances that would prevent you from regular attendance?)
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Diversity and Equity Committee?
4. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Sonu Upadhyay

Digitally signed by Sonu Upadhyay
DN: cn=Sonu Upadhyay, o, ou,
email=supadhyay@cityofukiah.com, c=US
Date: 2021.04.28 10:32:59 -07'00'

04/28/2021

Signature of Applicant

Date

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

1. What is your understanding of the purpose, role and responsibility of the Diversity and Equity Committee?

The purpose, role and responsibility of this committee is to represent the community that comprises of people with various backgrounds such as persons of color, persons with minority groups.

2. What is your understanding of/and ability to meet the responsibilities of committee members in regards to meeting attendance? (Can you attend regular committee meetings? Do you have any scheduling conflicts or are there any other circumstances that would prevent you from regular attendance?)

I can attend regular monthly committee meetings. I don't think there will be any scheduling conflicts that would prevent me from regular attendance unless of course there's an emergency.

3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Diversity and Equity Committee?

I come from a background where my primary language was not English. Therefore, I could relate to lot of issues that the community faces due to language barriers. Hence, by being a part of this committee, I could provide an insight and represent this community differently.

4. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

I am willing to serve on other committees/commissions depending on my availability and understanding of its purpose.



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Budget Amendment for the Contract with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Agenda Item No. 12.c. 09-16-20
2. Agenda Item 12e_11-7-2018

Summary: Council will consider approval of a corrective budget amendment in the amount of \$1,181,863 for the contract with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project which was reviewed and approved by the City Council on September 16, 2020.

Background: On September 16, 2020, Council approved a contract amendment No. 7 with Carollo Engineers in support of the design efforts of the Recycled Water Phase 4 Project. Carollo Engineers had prepared a revised Scope of Work and the necessary actions to perform remaining tasks. This included a No Cost Change Order for the additional work for Task 1-6 outlined in the revised scope. The added cost was augmented by the cost reduction of Task 9: Construction Management, that will be performed by City Staff. Along with the scope, Carollo Engineers prepared a revised budget for the remaining and modified Tasks to complete at \$1,860,781.22, which is within the original contract budget of \$2,627,484.75. Please refer to Attachment 1 for a copy of the Agenda Summary Report (ASR).

Discussion: Due to a misunderstanding during Finance's review of the amendment award ASR back in September 2020, a corrective budget amendment is necessary. Staff is therefore requesting approval of a budget amendment in the amount of \$1,181,863. The original Phase 4 design estimate was \$2,642,484.75. This is reflected in the original documents and approved by Council November 7, 2018 (Attachment 2). Design of the project is being fast tracked in order to be "shovel ready" for stimulus funds that are predicted to be available in the near future. It is anticipated that construction engineering services such as Bid Support and other engineering services during construction will require additional funds and future amendments. However, it is not appropriate to encumber those funds at this time.

Recommended Action: Approve a budget amendment in the amount of \$1,181,863 for the contract with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 83027330.80230.15062: \$9,009.45

PROPOSED BUDGET AMOUNT: 82000000.95830 (Transfer to Recycled Water Fund): \$1,181,863;
83000000.91820 (Transfer from Water Fund): \$1,181,863; 83027330.80230.15062: Increase by \$1,181,863

FINANCING SOURCE: Water Fund 820

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1314-231

COORDINATED WITH: Jason Benson, Senior Civil Engineer

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order #2 to Contract 2021-176 with Diamond D Construction to Replace Two Valves in Fish Hatchery Water Line at Lake Mendocino Hydroelectric Plant, and Authorize a Contract Budget Amendment in the Amount of \$29,000.

DEPARTMENT: Electric Utility **PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. 2021-176 Diamond D Construction - Replace 12-inch Water Line - fully executed

Summary: Staff is requesting approval for a change order to replace two valves in the Fish Hatchery water line at Lake Mendocino Hydroelectric Plant, and approval of a corresponding contract budget amendment in the amount of \$29,000.

Background: Lake Mendocino Hydroelectric Plant (Plant) has been in operation since 1986 and provides up to 10% of the City's energy needs with clean, renewable energy. The Plant is located adjacent to the Lake Mendocino Fish Hatchery. As a condition of the Plant's operation, the City is required to provide, operate and maintain a water supply system as outlined in Article 35 of the Federal Energy Regulatory Commission (FERC) license.

On February 17, 2021, the Ukiah City Council approved the award of contract (Attachment 1) for the replacement of the 12-inch water line that serves as the primary source of water for the Hatchery to Diamond D Construction for \$197,000. One change order has been issued to repair connecting penstock flanges that have corroded in the amount of \$18,102. This results in a \$1,598 contract balance.

Discussion: In the Electric Utility's Capital Improvement Plan, the valves are identified and scheduled for replacement in FY 21/22. Due to recent issues with the valves not closing and leaking and with Diamond D Construction working on the same piping system, this provides an opportunity to replace the valves at a significant cost savings. The additional work is estimated to cost \$20,564.

Staff recommends replacing the valves in conjunction with work currently being performed, as Change Order #2, and authorize a contract budget amendment in the amount of \$29,000 for additional work and funds necessary to complete the project.

Recommended Action: Approve Change Order #2 to Contract 2021-176 with Diamond D Construction to replace valves in Fish Hatchery water line at Lake Mendocino Hydroelectric Plant, and authorize budget amendment in the amount of \$29,000.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 80026220.80230.18236; \$220,000

PROPOSED BUDGET AMOUNT: 80026220.80230.18236; \$249,000

FINANCING SOURCE: 800 Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021-176

COORDINATED WITH: Mel Grandi, Electric Utility Director

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT

Specification No. 20-15

THIS AGREEMENT, made this 18th day of February, 20 21, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and Diamond D Construction LLC, 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 twenty (20) 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.

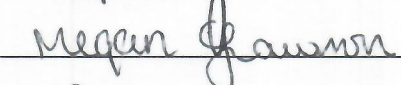
That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

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: 
Kristine Lawler (Mar 24, 2021 11:54 PDT)
CITY CLERK, CITY OF UKIAH

By: 
CONTRACTOR
Attest: 
Title: 

The foregoing contract is approved as to form and legality this 19 day of Feb, 2021.


CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on February 18, 2021, by and between the City of Ukiah (Ukiah) and Diamond D Construction LLC (Contractor).

Contractor is
doing work as described in Spec No. 20-15 Replace 12 Inch Water Line at Hydroelectric Plant
_____ 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: CEO



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to LACO and Associates for Soil Management, Geotechnical and Materials Testing, and Inspection Services for the Electric Service Center Site Improvement Project in the Amount of \$41,500.

DEPARTMENT: Electric Utility **PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. LACO Proposal Soils, Geotech and Materials Electric Service Center

Summary: Council will consider awarding a Contract to LACO and Associates for soil management, geotechnical and materials testing, and inspection services for the Electric Service Center Site Improvement Project in the amount of \$41,500.

Background: On August 5, 2020, Council adopted the Plans and Specifications for the Electric Service Center Site Improvements that will provide access modifications, roof replacement and grading on the property. The Electric Service Center will centralize electric operations for Engineering, Construction and Technical Services.

In 2014, when the property was purchased, a Geotechnical Exploration Report and an Environmental Site Assessment were completed and found low levels of hydrocarbons in the soil. An updated Geotechnical Report is required to determine handling of the soil as well as a Soil Management Plan. In addition, the grading and construction contract will require soil management oversight, compaction testing and soil testing services to ensure a quality project and safe handling of the materials.

Discussion: Staff reached out to three firms to discuss the scope of the project. Two of the three firms stated that they were unable to provide a proposal due to workload.

Staff recommends awarding the contract to LACO and Associates in the amount of \$41,500. Funds are budgeted and available in 80126100.80220.17023. Attachment 1 is the LACO Proposal for Soil Management, Geotechnical and Materials Testing and Inspection Services.

Recommended Action: Award Contract to LACO and Associates for Soil Management, Geotechnical and Materials Testing, and Inspection Services for the Electric Service Center Site Improvement Project in the Amount of \$41,500.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80220.17023; \$1,800,000.

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mel Grandi, Electric Utility Director, Mary Williamson, Buyer II

Approved: 
Sage Sangiacomo, City Manager

April 9, 2021

6883.45

City of Ukiah Electric Utility Department
C/O L.S. Mitchell Architect, Inc.
135 West Gobbi Suite 203
Ukiah, California 95482

Attention: Ms. Cindy Sauers and Mr. Lawrence Mitchell

Subject: Proposal for Soil Management, Geotechnical and Materials Testing and Inspection
Services
Ukiah Electric Utility Field Operations Center
1350 Hasting Road, Ukiah, California 95482

Dear Ms. Sauers and Mr. Mitchell:

LACO Associates (LACO) is pleased to provide this proposal to the City of Ukiah (Client) to provide soil management, geotechnical, and materials testing and inspection services for the proposed grading operations planned for the new Ukiah Electric Utility Field Operations Center located at 1350 Hastings Road in Ukiah, California (hereafter referred to as "Site"). In preparing this proposal, we have reviewed our reports and the Plans prepared by L.S. Mitchell Architect, Inc., dated June 14, 2019.

PROJECT DESCRIPTION

The Site is a 2.8-acre, relatively flat, rectangular shaped parcel that is developed with an L-shaped building, gravel parking area and two gravel driveways. This scope for this phase of development includes grading in the vicinity of existing buildings, conduit work, drainage improvements, a new concrete-sidewalk, and an asphalt-paved commercial driveway and parking lot. We understand that no retaining walls are planned for this phase of the project. Included with the improvement will be installation of a gate and a fence along the Site perimeter. Based on the provided Plans and information provided by the Client, we anticipated that approximately 1,000-cubic yards of soil will be exported from the Site to achieve the desired grades to another City of Ukiah property during grading operations. Based on our previous explorations and evaluations performed at the Site, it is known that contaminated soils are present, and that soil management will be necessary for any soil exported from the Site.

SCOPE OF SERVICES

LACO will provide services on a time-and-materials basis. Accordingly, based on our review of project documents and experience with similar projects, we recommend a budget of **\$41,500** be established for our services on this project, as summarized in the table below. Our scope and fee are based on an approximately 5-week construction schedule.

PHASE	DESCRIPTION	ESTIMATED FEE
100	Project Management	\$2,300
200	Soil Management Contingency Plan	\$3,750
300	Berm Profiling	\$4,600
400	Stockpile Profiling	\$3,350
500	Plan Review Letter(s)	\$2,000
500	Updated Geotechnical Soils Report	\$2,500
600	Materials Testing and Inspection Services	\$23,000
Total Estimated Fee:		\$41,500

Phase 100: Project Management

LACO will provide project management, invoice and budget reviews, and coordination of field work.

Phase 200: Soil Management Contingency Plan

LACO prepared a Phase I Environmental Site Assessment (ESA) of the Site on November 4, 2014. Results of the Phase I ESA identified potential recognized environmental conditions (RECs) at the Site. A Phase II ESA was prepared on November 26, 2014, and a supplemental Phase II ESA was prepared on January 28, 2015, to evaluate the presence or absence of REC findings. Results from the Phase II ESAs showed the presence of total petroleum hydrocarbons (TPH) as motor oil, TPH as diesel, the pesticide dichlorodiphenyldichloroethylene (4,4'-DDE), lead, arsenic, naphthalene, and polyaromatic hydrocarbons (PAHs) in shallow soils at the Site. The Phase II ESA also confirmed the following RECs for the Site based on the analytical results:

- The former open liquid waste pond;
- The former and current orchards due to the presence of the pesticide 4,4'-DDE in soil;
- Hydraulic hoist in Unit A2;
- Storage of drums and hazardous material storage in Unit A2;
- Former storage of chemicals, paints, and equipment in Units B and C;
- The former vehicle maintenance shop;
- The potential storage and use of paints and solvents associated with the former Cabinet Shop in Unit A4; and
- The Former paint booth in Unit A3.

LACO will prepare a soil management contingency plan (SMCP) to inform contractor operations during grading and subgrade preparation. The intent of the Soil Management Plan is to provide general guidance to workers regarding impacted soils at the Site, the hazards associated with the impacts, appropriate methods of minimizing personal exposure to impacts, and guide disposal activities.

PHASE 200	UNIT	RATE	EST. FEE
Soil Management Contingency Plan	1	\$3,750	\$3,750
Total Estimated Fee for Phase 200:			\$3,750

Deliverable: One electronic pdf copy of a SMCP report signed by a qualified environmental professional.

Phase 300: Berm Sampling

The Client has requested sampling of the existing berm, estimated to contain 1,000 cubic yards of soil and located along the eastern portion of the Site, for characterization prior to implementation of grading work. We understand that this material is planned to be exported from the Site and used at another City of Ukiah property. To identify the presence or absence of impacts, soil samples will be collected based on the RECs identified and constituents detected in the Phase II ESA reports. The number of samples collected will follow the soil compositing schedule presented in Recology's *Sampling Requirement and Acceptance Criteria* dated June 2016 (Criteria). Therefore, LACO has budgeted to collect up to four, four-to-one (4:1) composite soil samples from the berm via hand auger. The samples will be stored individually in an ice-filled cooler pending transportation to a state-certified analytical facility to undergo compositing and analysis of the following: TPH as diesel TPH motor oil by EPA Method 8015, TPH as gasoline by EPA Method 8015, volatile organic compounds (VOCs) by EPA Method 8260, semi-volatile organic compounds (SVOCs) by EPA Method 8270 and leaking underground fuel tank (LUFT) five metals by EPA Method 6010. The samples will be analyzed on a standard (1 week) turnaround basis.

Following receipt of analytical reports, LACO will review the results to determine if constituents are below Class III landfill waste accepting criteria. If so, they may be stored and used at another City of Ukiah facility depending on site use. If the results are above Class III landfill waste accepting criteria, additional analyses may be needed to determine the appropriate facility. Based on the Criteria, the soil samples would be analyzed for the following:

- PCBs by EPA Method 8082, and pesticides by EPA Method 8081 for estimated fee of \$133/sample.
- If pentachlorophenol (PCP) is present in the analytical results, the landfill requires a sample to be analyzed for dioxins and furans by EPA Method 8280 for a fee of \$660 per sample.
- Additionally, if any of the analyzed constituents exceed 10 times the soluble threshold limit concentration (STLC) value, a waste extraction test is to be performed at an estimated fee of \$40 per sample.

The analysis of PCBs, pesticides, dioxins and furans, or a waste extraction test were not included in the Phase 400 budget; however, they can be run at the fees presented above if warranted and including the additional time to collect the soil samples. If the soil needs to be transported to a landfill, the City will provide a copy of the complete analytical results to the contractor. The contractor will generate a waste profile with a landfill and have the stockpiled material transported by a certified hazardous waste hauler to an appropriate waste-accepting landfill under standard bill of lading or manifest.

PHASE 300	UNIT	RATE	EST. FEE
Perform Sampling	6	\$170	\$1,020
Sample Coordination, bottle order and delivery of results	3	\$135	\$405
Vehicle charge per half day	1	\$35	\$35
Analytical Fee per Sample	4	\$430	\$1,720
Review of Analytical Results and Preparation of Letter	1	\$1,000	\$1,000
Professional engineering/management at 10%	-	-	\$418
Total Estimated Fee for Phase 300:			\$4,600

Deliverable: One brief one-page letter with a copy of analytical results. The letter will provide recommendations if the soil can remain on a City of Ukiah property or needs to be transported to an appropriate waste-accepting landfill.

Phase 400: Stockpile Sampling

Exported soil generated during the grading phase of this project will need to be stockpiled on plastic and sampled to identify if impacts are present in soil. This phase does not include the berm soil under Phase 300, but the additional soil exported from the Site during grading operations. To identify the presence or absence of impacts, soil samples will be collected based on the RECs identified and constituents detected in the Phase II ESA reports. The number of samples collected will follow the soil compositing schedule presented in Recology's *Sampling Requirement and Acceptance Criteria* dated June 2016. LACO has budgeted to collect up to four, four-to-one (4:1) composite soil samples from the stockpiled soil which is estimated based on the assumption that an additional 1,000 cubic yards of soil will be exported. Additional samples can be collected on a time and materials basis.

The soil samples will be stored individually in an ice-fill cooler pending transportation to a state-certified analytical facility to undergo compositing and analysis of the following: TPH as diesel TPH motor oil by EPA Method 8015, semi-volatile organic compounds (SVOCs) by EPA Method 8270 and leaking underground fuel tank (LUFT) 5 metals by EPA Method 6010. The samples will be analyzed on a standard (1 week) turnaround basis.

Following receipt of analytical reports, LACO will review the results to determine if constituents are below Class III landfill waste accepting criteria. If they are below Class III landfill waste accepting criteria, they may be stored and used at another City of Ukiah facility provided it is not residential, school, or a health facility. If the results are above Class III landfill waste accepting criteria, additional analyses will need to be run on the soil samples to meet the waste acceptance criteria for a Class II landfill. Based on Recology's *Sampling Requirement and Acceptance Criteria* dated June 2016, the soil samples would need to be analyzed for the following additional analyses:

- TPH as gasoline by EPA Method 8015 and volatile organic compounds (VOCs) by EPA Method 8260 for an estimated fee of \$110/sample; and,
- PCBs by EPA Method 8082, and pesticides by EPA Method 8081 for an estimated fee of \$133/sample.

If pentachlorophenol (PCP) is present in the analytical results, the landfill requires a sample to be analyzed for dioxins and furans by EPA Method 8280 for a fee of \$660 per sample.

Additionally, if any of the analyzed constituents exceed 10 times the soluble threshold limit concentration (STLC) value, a waste extraction test is to be performed at an estimated fee of \$40 per sample.

The analysis of PCBs, pesticides, dioxins and furans, or a waste extraction test were not included in the Phase 400 budget; however, they can be run at the fees presented above if warranted and including the additional time to collect the soil samples. If the soil needs to be transported to a landfill, the City will provide a copy of the complete analytical results to the contractor. The contractor will generate a waste profile with a landfill and have the stockpiled material transported by a certified hazardous waste hauler to an appropriate waste-accepting landfill under standard bill of lading or manifest.

PHASE 400	UNIT	RATE	EST. FEE
Perform Sampling	2	\$170	\$340
Sample Coordination, bottle order and delivery of results	3	\$135	\$405
Vehicle charge per half day	1	\$35	\$35
Analytical Fee per Sample	4	\$317	\$1,268
Review of Analytical Results and Preparation of Letter	1	\$1,000	\$1,000
Professional engineering/management at 10%	-	-	\$430
Total Estimated Fee for Phase 400:			\$3,350

Deliverable: One brief one-page letter with a copy of analytical results. The letter will provide recommendations if the soil can remain on a City of Ukiah property or needs to be transported to an appropriate waste-accepting landfill.

Phase 500: Plan Review Letter(s)

LACO shall review Plans dated June 14, 2019, for conformance to our geotechnical soil report and prepare a brief letter summarizing our conclusions. LACO has allowed for two plan reviews. A breakdown in fees for Phase 500 is provided in the table below.

PHASE 500	UNIT	RATE	EST. FEE
Plan Review Letter	2	\$1,000	\$2,000
Total Estimated Fee for Phase 500:			\$2,000

Phase 600: Updated Geotechnical Soils Report

LACO prepared a geotechnical exploration report for the Site on October 10, 2016. LACO will update the report to reflect current building code requirements and will provide clarification and supplemental recommendation for the gravel and asphaltic concrete sections.

PHASE 600	UNIT	RATE	EST. FEE
Updated Geotechnical Soils Report	1	\$2,500	\$2,500
Total Estimated Fee for Phase 600:			\$2,500

Deliverable: A updated geotechnical exploration report signed by a qualified professional.

Phase 700: Materials Testing and Inspection Services

During mass grading and subgrade preparation, aggregate base placement, and compaction operations, we will be present to observe soil compaction activities and perform density tests at representative locations following ASTM D6938 guidelines and LACO's geotechnical exploration report dated October 10, 2016, and any subsequent updates provided in the proposed updated geotechnical soils report (Phase 600 of the proposal). Representative samples of fill and aggregate materials will be tested in our laboratory in general accordance with ASTM D1557 test procedures as a basis for estimating relative compaction.

We will provide the services of qualified and certified technicians to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or product discrepancies with construction elements that we are requested to observe and/or test will be brought to the immediate attention of the contractor(s). Field reports and laboratory test results will be forwarded to the owner and designated others.

LACO will provide the services of our Special Inspectors on a time-and-materials basis **with no minimum charges** at a rate of \$170 per hour. Other charges will be in accordance with our Schedule of Rates. Accordingly, based on our review of project documents, and experience with similar projects, we recommend that an estimated budget of **\$23,000** be established for our services on this project, as detailed in the table below:

PHASE 700	HOURS	VISIT/ UNITS	RATE	EST. FEE
Inspection and compaction testing of mass grading	4	18	\$170	\$12,240
Inspection and compaction testing of subgrade	4	3	\$170	\$2,040
Inspection and compaction testing of baserock	4	3	\$170	\$2,040
Nuclear Gauge charge per hour	96		\$15	\$1,440
Laboratory soil compaction curve (estimate)	-	4	\$278	\$1,112
Vehicle charge per half day	-	24	\$35	\$840
Site observations by Geotechnical Engineer	3	1	\$235	\$705
Professional engineering/management @10%	-	-	-	\$2,084
Reporting clerical	4	-	\$105	\$420
Total Estimated Fee for Phase 700:				\$23,000

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised the actual construction schedule and progress of individual contractors control the number of site visits required for observation and testing and that our total fees may vary from our cost estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates (attached). However, we will not exceed the contract budget without the owner's prior authorization.

FEE

LACO will invoice Client for services rendered based on time and materials. The estimated fee for the above referenced scope is: **\$41,500.**

**This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best, professional judgment but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. Additional fees will not be incurred without written notice to the CLIENT.*

SPECIAL CONDITIONS AND / OR ASSUMPTIONS

- LACO does not make any guarantee of the viability of the project, the date upon which approvals will be received, or the successful completion of the project. LACO does not possess any control over the discretionary approval process employed by any involved government agency, or the timely processing of application submittals.
- The project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- The actual sequencing of work by the contractor has the potential to significantly change the final cost of the services LACO will provide for this project. Costs may increase or decrease depending on contractor performance.
- Observation performed by LACO shall not be relied upon as acceptance of the work, and in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- LACO requests CLIENT or CLIENT representative assist in providing safe access during on-site visits to facilitate required field testing and sampling.
- The Client will be responsible for clearance of private utilities not covered by USA within the proposed development area. LACO will not be responsible for unmarked underground utilities that may become damaged during the course of our investigation.
- LACO assumes that a site-specific ground motion analysis is not necessary. Should Client or building design team decide, or should site conditions dictate otherwise, LACO can provide one under a separate agreement.
- LACO assumes free and unrestricted access to the site during the subsurface exploration.
- Tasks not specifically identified in the Scope of Services are excluded.
- If any of the stated assumptions prove to be incorrect, the basis for the estimated fee shall be considered changed and will require a fee adjustment; additionally, our ability to complete the project in a timely manner may also be affected. LACO will notify the CLIENT immediately if changes to the proposed Scope of Services and/or Fee are determined to be necessary.
- LACO is not responsible for damage to asphalt, vegetation, landscaping, or unmarked utilities that may result through the course of our field exploration.
- The actual sequencing of work by the contractor has the potential to significantly change the final cost of the services LACO will provide for this project. Costs may increase or decrease depending on contractor performance.
- LACO will rely on others (owner or contractor authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- Material testing or observation performed by LACO shall not be relied upon as acceptance of the work, and in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.

Please contact Kelsey McLaughlin at (707) 953-2000 with any questions.

Sincerely,
LACO Associates



**LACO SOUTH
2021 SCHEDULE OF RATES**

HOURLY RATES

Senior Principal Engineer	\$260.00 per hour
Senior Geotechnical Engineer, Senior Managing Engineer	\$235.00 per hour
Principal Engineer	\$225.00 per hour
Principal Land Surveyor.....	\$210.00 per hour
Principal Planner, Principal Geologist, Senior Project Manager	\$185.00 per hour
Senior Engineer	\$180.00 per hour
Senior Geologist	\$170.00 per hour
Senior Planner, Senior Surveyor, Project Manager	\$155.00 per hour
Associate Engineer	\$150.00 per hour
Laboratory Manager	\$140.00 per hour
Senior Special Inspector, Associate Geologist.....	\$135.00 per hour
Staff Engineer, Associate Planner, Associate Surveyor	\$130.00 per hour
Staff Planner, Staff Geologist, Staff Surveyor.....	\$120.00 per hour
Senior Technician	\$110.00 per hour
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor	\$105.00 per hour
Senior Project Coordinator	\$90.00 per hour
Project Coordinator.....	\$80.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Group 1: Masonry, Group 2: Welding / Construction Inspections.....	\$175.00 per hour
Group 3: Soils, Group 4: Concrete.....	\$170.00 per hour

HOURLY SURVEY RATES*

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$201.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$150.00 per hour
One-Man Survey	\$150.00 per hour
One-Man Survey (Prevailing Wage Qualifying)	\$200.00 per hour
Two-Man Survey	\$275.00 per hour
Two-Man Survey (Prevailing Wage Qualifying).....	\$350.00 per hour
Three-Man Survey.....	\$350.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	\$475.00 per hour

*Hourly survey rates are charged for travel time to and from job site and on-site time.

EXPERT WITNESS SERVICES**

Principal Professional Expert.....	\$475.00 per hour
Senior Professional Expert	\$365.00 per hour

**Expert witness services include, but are not limited to, preparation for and attendance at depositions or court by Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.

ANNUAL RATE INCREASE

LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
3. Subsistence and per diem will be calculated at Cost plus 15%.
4. All travel time will be charged at the regular hourly rates.

TRANSPORTATION

Automobile and pickup:*

Trip charge per day (half-day minimum charge) \$70.00 per day (\$35 minimum charge)

Over 80 miles Federal Rate + \$0.10 per mile

Other transportation, air travel, etc. \$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas \$1.00 each

Survey markers, plain iron pipe \$5.00 each

Plan copies per sheet (11x17) black & white \$0.25 color \$2.50 each

Plan copies per sheet (24x36) black & white \$5.00 mylar \$20.00 color \$21.25 each

All other materials or printing \$ Cost + 15%

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Santa Rosa, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$186.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$93.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$93.00
103.	Finer than #200, ASTM C-117	\$80.00
104.	Particle Size Analysis, ASTM D-422	\$192.00
105.	Cleanness Value, Caltrans 227	\$186.00
106.	Atterberg Limit - Wet.....	\$220.50
107.	Hydrometer Analysis.....	\$90.00
108.	Bulk Density of Soils.....	\$53.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318	\$171.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$186.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$141.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128	\$155.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$278.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718.....	\$300.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40.....	\$80.00
117.	Moisture Content of Soils In Place, ASTM D-2216.....	\$25.00
118.	Density of Soils In Place, ASTM 2937	\$50.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$186.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$150.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$150.00
122.	Concrete Slab Relative Humidity Test.....	\$98.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435.....	\$280.00
126.	Consolidation Test – Additional Points.....	\$45.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$69.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829	\$351.00
131.	Pocket Penetrometer.....	\$20.00
135.	Unit Weight, ASTM C-29	\$186.00
139.	CBR Soils Test Without Compaction	\$350.00
166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041	\$175.00
167.	Moisture % of Bituminous Mixtures, CAL370	\$75.00

168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00
For other testing not listed, please inquire.		

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39	\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$4.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter	(per day) \$35.00

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby)	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt)	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
323.	Steam Cleaner *	(per day) \$75.00
456.	Rotary Hammer Boring System	(per boring) \$25.00
452.	Hydro Punch	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
23.	Passive Skimmer (1 liter)	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

* Minimum charge of 1/2-day on all equipment billed on daily basis

** Plus Technician Rate

*** Sample preparation not included



AGENDA SUMMARY REPORT

SUBJECT: Approval of Budget Amendment in the Amount of \$193,424.91 for Debt Payment of Ukiah Public Financial Authority Lease Revenue Bond (FA LRB) Series 2020A to Bank of New York (BNY) Mellon.

DEPARTMENT: Finance **PREPARED BY:** Brenda Stacy, Associate Accountant

PRESENTER: Consent Calendar

ATTACHMENTS:

1. BNY MELLON Ukiah FA LRB Series 2020 A Invoice (003)

Summary: The Council will consider approval of a budget amendment in the amount of \$193,424.91 for debt payment of Ukiah Public Financial Authority Lease Revenue Bond (FA LRB) Series 2020A to Bank of New York (BNY) Mellon, including bond issuance expense.

Background:

On August 19, 2020, the City Council had discussions and approved the issuance of a municipal tax-exempt bond (Series 2020A Lease Revenue Bonds - Ukiah Community Facilities Acquisition and Improvement Project)

to reimburse the City for the cost to purchase the Bank of America Building ("Facility") and to pay the costs associated with renovating and preparing the building for service, as well as the roof replacement project for the museum (collectively, the "Ukiah Community Facilities Acquisition and Improvement Project." or "Project"). This proposed series of tax-exempt bonds is currently estimated to have an all-in cost of financing around 1.95 percent and amortized over 20 years.

Discussion: Please refer to Attachment #1 for a copy of the Bank of New York Mellon invoice. Staff is recommending the approval of a budget amendment in the amount of \$193,424.91 for the debt payment of Ukiah FA LRB Series 2020A to BNY Mellon with the following detail:

Bond Interest Expense: \$28,007.78

Bond Principal Payments: \$150,000.00

Bond Issuance Expense: \$15,417.13

Recommended Action: Approve budget amendment in the amount of \$193,424.91 for debt payment of Ukiah Public Financial Authority Lease Revenue Bond (FA LRB) Series 2020A to Bank of New York (BNY) Mellon.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 20800000.70102: \$0; 20800000.70202:\$0; 20813400.70110: \$0

PROPOSED BUDGET AMOUNT: 20800000.70102: \$28,007.78; 20800000.70202: \$150,000.00; 20813400.70110: \$15,417.13

FINANCING SOURCE: Bond Proceeds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Olga Keough

Approved: 
Sage Sangiacomo, City Manager



BNY MELLON

The Bank of New York Mellon Trust Company,
N.A.
Corporate Trust, California
400 South Hope Street, Suite 400
Los Angeles, CA 90071

Date: March 11, 2021
Loan#: CT2007971
Re: UKIAH FA LRB SERIES 2020 A

CITY OF UKIAH
ATTN : AFFL:UKIAH REDEVELOPMENT AGENCY
300 SEMINARY AVENUE
UKIAH, CA 95482

Dear Sir/Madam,

Please be advised that payment in the amount of \$178,007.78 is due on 04/01/2021 for UKIAH PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS SERIES 2020A COMMUNITY FACILITIES IMP PROJECT. The bondholder payment date is 04/01/2021. The details of the amount due are as follows:

	<i>Amount in Dollars(\$)</i>
Principal	\$150,000.00
Interest	\$28,007.78

Collection Amount	\$178,007.78
Total Cash on Hand	(\$0.00)

Total Amount Due \$178,007.78

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.

If paying by wire, please include your account number(s) on your wire transfer legend.

If paying by check, please include your account number(s) on your check.

Wire Only Payment Instructions:

The Bank of New York Mellon
ABA#: 021000018
Type
IMMS
Loan Account#: CT2007971

Account No.
4049848400

Check Payment Address:

The Bank of New York Mellon Trust Company, N.A.
Corporate Trust, California
400 South Hope Street, Suite 400
Los Angeles, CA 90071

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 04/01/2021.

Check payments must be received by BNY Mellon null business days prior to 04/01/2021.

If you are not in agreement with the information detailed on this bill, please contact me at (213)630-6270 or email me at agnes.obando@bnymellon.com.

Thank you,

Agnes P Obando
Corporate Trust



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Office of Emergency Services
Coordinator

PRESENTER: Tami Bartolomei, Office of Emergency
Management Coordinator

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California in response to the COVID-19 pandemic.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager, acting as the Director of Emergency Services, declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

Since the onset of the emergency, the City of Ukiah has worked to respond to the public health and safety needs of the community in cooperation with the County of Mendocino and other partners. The local response for public health is lead regionally by the County of Mendocino and the County's Public Health Officer. In addition, the City of Ukiah has worked to maintain the continuity of public services including public safety, water, sewer, electric, airport, public works, and other essential activities.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation and respond to emerging needs of the community. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) may include, as necessary:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates

- * Public Information Officer
- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services, Community/Resident Information, and Business Resources.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

BUDGET AMENDMENT REQUIRED: N/A

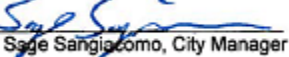
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst

PRESENTER: Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

Summary: The City Council will review the status of the emergency award of contract to repair the Yosemite Drive Water Main, to comply with Public Contract Code Section 22050.

Background: At their regular meeting of November 4, 2020, the City Council voted to adopt a resolution finding that emergency conditions would not allow sufficient time to publicly bid the repair of the Yosemite Drive Water Main. Please refer to Attachment 1 for a copy of the resolution.

The City Council awarded a contract to Wipf Construction under Public Contract Code Section 22050 to repair the Yosemite Drive Water Main. That section allows such repairs without competitive bidding in an emergency, if the City Council on a 4/5 vote makes specified finding. However, please note, that staff solicited quotes from two additional companies before making the award recommendation.

Discussion: Under Public Contract Code 22050, Subsection (c)(1) the City Council is required to review the emergency action taken on November 4th at every regularly scheduled meeting thereafter until the action is terminated.

In reviewing the action, the City Council must determine whether the emergency conditions excusing competitive bidding continue for the repair of the Yosemite Drive Water Main. It must make that finding by a 4/5 vote.

The water main, water services, and trench paving work are complete. The final work to reconstruct the portion of the street damaged by the repeated water main breaks will commence as soon as weather and contractor availability permit.

Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

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; Mary Horger, Financial

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-63

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE WATER MAIN ON YOSEMITE DRIVE

WHEREAS:

1. During normal operation of the City of Ukiah's Water Distribution System, a portion of water main failed repeatedly on Yosemite Drive; and
2. Without the normal operation of this water main, the City is unable to provide necessary and immediate services to its residents which could lead to public health hazards; and
3. With damage caused to public property including streets, curb, gutter; and
4. With damage caused to private property including driveway aprons and driveways; and
5. The City Engineer estimates that it would take 120 days to develop plans and specifications to bid the construction work required to repair the water main and damaged public and private property, to advertise requests for bids, to award the bid and to commence construction and an additional 2-3 weeks to complete the work; and
6. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
7. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the water main and damaged public and private property without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Wipf Construction to repair the backwash basins at the WTP on the amount of \$178,642.

4. Awarding a contract to repair the water main and damaged public and private property is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the water main and public and private property repair work.

PASSED AND ADOPTED this 4th day of November, 2020, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive and File Third Quarter 2020-21 Financial Report.

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

None

Summary: The City Council will receive a report on the fiscal year 2020-21 third quarter financial report for the City of Ukiah.

Background: The report provides readers with a summary of the City's financial position and activities through the fiscal year period ending March 31, 2021.

Discussion: The following link will direct readers to the report on the City's OpenGov platform, which is a dynamic and navigable presentation allowing readers to drill down into data to explore more detail than the former report offered.

<https://stories.opengov.com/ukiahca/published/edlZyU2UL>

The report is meant to be viewed through the OpenGov platform via a web browser, preferably Google Chrome.

Recommended Action: Receive and file report.

BUDGET AMENDMENT REQUIRED: N/A

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



AGENDA SUMMARY REPORT

SUBJECT: Approve the Bid Withdrawal Request from the Lowest Bidder, FRC, Inc., and Award a Contract to the Next Lowest Bidder, CWS Construction Group, Inc. in the Amount of \$2,693,933.50 for the Electric Service Center - Site Work, Specification 16-07, and Approve Corresponding Budget Amendments.

DEPARTMENT: Electric Utility

PREPARED BY: Mary Williamson, Buyer II

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Bid Tabulation Spec 16-07
2. FRC Bid 04272021
3. FRC Inc. Bid Withdraw -Clerical Error Letter
4. CWS Bid 04272021

Summary: Council will consider approving the bid withdrawal request from the lowest bidder, FRC, Inc., and award a contract to the next lowest bidder, CWS Construction Group, Inc. in the amount of \$2,693,933.50 for the Electric Service Center - Site Work, Specification 16-07, and approve corresponding budget amendments.

Background: On August 5, 2020, the City Council adopted the plans and specifications for the Electric Service Center Site Improvement Project. The project consists of grading, fencing and roofing for the 2.8 acre property, and continued renovation of an existing 15,800 square foot building which will centralize construction, engineering and technical services for the Utility. Staff's estimate for the project is \$2.7M.

The project will enable the department to fully secure the site and manage material storage at the facility. Phase 2 of the project will include the addition of public solar generation facilities to make Ukiah more resilient to power outages and reduce our dependency on carbon based generation resources. Currently, Ukiah electric customers receive energy that is, on average, greater than 70 percent carbon free. Compared to the State's requirement of 44 percent by 2024, we have exceeded the 2024 requirement by 26 percent 4 years ahead of schedule.

Discussion: On March 11, 2021, a bid notice for the project was released to eighty-nine (89) contractors from the City's Qualified Bidders list, and twelve (12) Northern California Builders Exchanges and posted to the City's website.

Bids were opened on April 27, 2021, with three (3) bidders responding. A copy of the bid tabulation is provided as Attachment 1.

The apparent low bidder was FRC, Inc. at \$2,442,587. A copy of their bid is provided as Attachment 2. The bid they submitted had a total bid amount of \$2,707,885. However, discrepancies were discovered while reviewing their bid between the unit prices and the extended amounts on some of their line items. Following the instructions of the specification's Bidding Schedule which states that in these circumstances the unit price prevails, it resulted in an overall reduction of FRC's bid by \$265,298.

A letter was received on April 28, 2021, stating that due to clerical errors, FRC, Inc. requested to withdraw

their bid. A copy of the letter is provided as Attachment 3. Per Public Contract Code Section 5103, if the revisions made to the bid line items make the bid materially different than the bidder intended, then the bidder may submit a bid withdrawal request. It is staff's recommendation to approve this request.

Therefore, staff recommends awarding the bid to the second lowest bidder, CWS Construction Group, Inc. in the amount of \$2,693,933.50, and approve a budget amendments. A copy of their bid is provided for as Attachment 4. Note: The bid amount is below the engineer's estimate of \$2.7M which was presented and reviewed with the plans/specs at the August 5, 2020 City Council meeting.

Recommended Action: Approve the bid withdrawal request from the lowest bidder, FRC, Inc., and award a contract to the next lowest bidder, CWS Construction Group, Inc. in the amount of \$2,693,933.50 for the Electric Service Center - Site Work, Specification 16-07, and approve corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 80126100.80220.17023; \$1,808,718 - Site Improvement; 80700000.30007; \$685,294.72 - Preparation work related to solar

PROPOSED BUDGET AMOUNT: 80126100.80220.17023; Add \$1,226,295 - Site Improvement; 80700000.95801.17023 - Transfer to 801: \$685,295; 80100000.91807.17023 - Transfer from 807: \$685,295; 80000000.95801 - Transfer to 801: \$541,000; 80100000.91800 - Transfer from 800: \$541,000

FINANCING SOURCE: Funds 800 and 807

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager; David Rapport, City Attorney; Cindy Sauers, Assistant Electric Utility Director; Mel Grandi, Electric Utility Director

Approved: 
Sage Sangiacomo, City Manager

ATTACHMENT 1

BID RESULTS - SPECIFICATION 16-07 UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER - SITE WORK											
City of Ukiah											
Bid Opening: 2021-04-27						FRC INC - WITHDRAWN		CWS Construction Group Inc		Cupples & Sons Construction	
						9680 Old Redwood Hwy Windsor, CA 95492807		42 Digital Drive Suite 1 Novato, CA 94949		221 G Olive Lane Ukiah, CA 95482	
REVISED BID ITEM LIST SPEC #16-07											
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total		
1	PERFORM ALL SITE GRADING ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$94,283.00	\$94,283.00	\$310,000.00	\$310,000.00	\$108,089.15	\$108,089.15		
2	ASPHALT CONCRETE REMOVAL	5680	SF	\$3.00	\$17,040.00	\$2.50	\$14,200.00	\$2.01	\$11,416.80		
3	NEW ASPHALT CONCRETE FOR PARKING AREA (3" AC ON 15" AB) ACCORDING TO SOILS REPORT	4000	SF	\$14.00	\$56,000.00	\$15.00	\$60,000.00	\$13.64	\$54,560.00		
4	NEW ASPHALT CONCRETE FOR YARD AREA (3" AC ON 12" AB) ACCORDING TO SOILS REPORT	35000	SF	\$8.00	\$280,000.00	\$10.00	\$350,000.00	\$8.16	\$285,600.00		
5	CONCRETE REMOVAL	3500	SF	\$3.00	\$10,500.00	\$3.02	\$10,580.15	\$3.51	\$12,285.00		
6	NEW CONCRETE WALKWAYS, GENERATOR PAD, TRASH ENCLOSURE PAD, EQUIPMENT PADS	6000	SF	\$32.00	\$192,000.00	\$19.21	\$115,260.00	\$22.31	\$133,860.00		
7	INSTALL VALLEY GUTTER	1750	SF	\$36.00	\$63,000.00	\$18.93	\$33,127.50	\$21.98	\$38,465.00		
8	3' RETAINING WALL, STACK STONE	220	FT	\$459.00	\$100,980.00	\$311.00	\$68,420.00	\$510.81	\$112,378.20		
9	PROVIDE AND INSTALL LANDSCAPING - PLANTS, TREES, SHRUBS AND IRRIGATION	1	LS	\$156,488.00	\$156,488.00	\$118,500.00	\$118,500.00	\$148,059.38	\$148,059.38		
10	BIOSWALE & RETENTION POND	1	LS	\$142,056.00	\$142,056.00	\$100,000.00	\$100,000.00	\$88,255.00	\$88,255.00		
11	INSTALLATION OF STORM DRAIN AND TRAFFIC GRATES	600	FT	\$73.00	\$43,800.00	\$37.13	\$22,275.00	\$43.11	\$25,866.00		
12	PROVIDE AND INSTALL PROPERTY FENCING	900	FT	\$3.14	\$2,826.00	\$270.00	\$243,000.00	\$281.28	\$253,152.00		
13	PROVIDE AND INSTALL SINGLE LEAF VEHICLE GATE WITH CONTROLLER	1	EA	\$45,567.00	\$45,567.00	\$47,250.00	\$47,250.00	\$55,740.00	\$55,740.00		
14	PROVIDE AND INSTALL DOUBLE LEAF VEHICLE GATE WITH TWO CONTROLLERS	1	EA	\$55,161.00	\$55,161.00	\$67,580.00	\$67,580.00	\$65,030.00	\$65,030.00		
15	PROVIDE AND INSTALL MAN GATES	4	EA	\$4,197.00	\$16,788.00	\$5,150.00	\$20,600.00	\$30,192.50	\$120,770.00		
16	PROVIDE AND INSTALL PRIVACY FENCING FOR METERS AND TRASH ENCLOSURE	66	FT	\$181.00	\$11,946.00	\$95.00	\$6,270.00	\$175.35	\$11,573.10		
17	DEMO AND DISPOSE OF CROSS FENCES ON WEST SIDE OF BUILDING	1	LS	\$2,664.00	\$2,664.00	\$15,000.00	\$15,000.00	\$5,806.25	\$5,806.25		
18	RELOCATE MAILBOX TO NEW LOCATION	1	LS	\$2,098.00	\$2,098.00	\$2,000.00	\$2,000.00	\$1,161.25	\$1,161.25		
19	REMOVE AND REPLACE EXISTING ROOFING ON FIRST FLOOR	12400	SF	\$30.00	\$372,000.00	\$35.00	\$434,000.00	\$33.60	\$416,640.00		
20	REMOVE AND REPLACE EXISTING ROOFING ON SECOND FLOOR	1600	SF	\$39.00	\$62,400.00	\$35.00	\$56,000.00	\$28.82	\$46,112.00		
21	REMOVE AND REPLACE EXISTING GUTTERS	710	FT	\$37.00	\$26,270.00	\$21.12	\$14,995.20	\$44.08	\$31,296.80		
22	PROVIDE AND INSTALL NEW DOWNSPOUTS	18	EA	\$349.00	\$6,282.00	\$1,000.00	\$18,000.00	\$1,272.21	\$22,899.78		
23	PROVIDE AND INSTALL NEW COVERED ENTRY	1	LS	\$96,568.00	\$96,568.00	\$40,000.00	\$40,000.00	\$83,410.27	\$83,410.27		
24	PROVIDE AND INSTALL TRELLIS COVERED PATIO	1	LS	\$35,769.00	\$35,769.00	\$25,000.00	\$25,000.00	\$19,694.80	\$19,694.80		
25	DIESEL GENERATOR, 125KW, 120/240V, 3 PHASE, DELTA CONNECTED	1	EA	\$93,170.00	\$93,170.00	\$90,000.00	\$90,000.00	\$100,736.12	\$100,736.12		
26	ATS- NEMA 3R, 1000A, 120/240V, 3 PHASE, 4 WIRE. 65KAIC	1	EA	\$18,905.00	\$18,905.00	\$22,000.00	\$22,000.00	\$21,790.86	\$21,790.86		
27	PROVIDE AND INSTALL 1000A SERVICE ENTRANCE PANEL - NEMA 3R, 120/240V, 3 PHASE, 4 WIRE. 65KAIC	1	EA	\$85,775.00	\$85,775.00	\$75,000.00	\$75,000.00	\$94,676.71	\$94,676.71		
28	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"x36" TRENCH)	1400	FT	\$37.00	\$51,800.00	\$35.25	\$49,350.00	\$89.30	\$125,020.00		
29	5 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION	525	FT	\$23.00	\$12,075.00	\$48.69	\$25,562.25	\$56.54	\$29,683.50		
30	4 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION	830	FT	\$15.00	\$12,450.00	\$33.98	\$28,203.40	\$39.46	\$32,751.80		
31	2 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION	1600	FT	\$14.00	\$22,400.00	\$24.00	\$38,400.00	\$27.87	\$44,592.00		
32	EXCAVATE, BACKFILL, COMPACTION AND INSTALLATION OF SECONDARY SERVICE BOX (CITY TO PROVIDE)	10	EA	\$570.00	\$5,700.00	\$1,500.00	\$15,000.00	\$819.03	\$8,190.30		
33	STREETLIGHT FOUNDATIONS	8	EA	\$1,853.00	\$14,824.00	\$1,545.00	\$12,360.00	\$1,794.13	\$14,353.04		
34	REMOVE CLEAN SOIL TO CITY PROPERTY SOUTH OF AIRPORT	5000	YD	\$16.00	\$80,000.00	\$9.20	\$46,000.00	\$10.68	\$53,400.00		
35	REMOVE CONTAMINATED SOIL TO LANDFILL USING CERTIFIED HAZARDOUS WASTE HAULER	50	YD	\$600.00	\$30,000.00	\$100.00	\$5,000.00	\$116.13	\$5,806.50		
36	DELETED	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
37	CLASS II AB FOR MATERIAL STORAGE AND TRUCK PARKING	1200	YD	\$85.00	\$102,000.00	\$62.50	\$75,000.00	\$72.58	\$87,096.00		
38	CURBS	380	LF	\$43.00	\$16,340.00	\$50.00	\$19,000.00	\$29.03	\$11,031.40		
39	DOUBLE SWING CHAIN LINK GATE WITH TWO 6' LEAFS AND DROP ROD, PRIVACY SLATS TO MATCH EXISTING	1	EA	\$4,662.00	\$4,662.00	\$1,000.00	\$1,000.00	\$4,514.94	\$4,514.94		
Total					\$2,442,587.00		\$2,693,933.50		\$2,785,763.95		
Listed Subs				Arrow Fencing po box 385 Calpella, CA 95418 License No: 585041 FENCING		Coastal Mountain Electric PO Box 678 Lower Lake, CA 94547 License No: 507105 Electric, Gen Bldg Contactor		Arrow Fencing po box 385 Calpella, CA 95418 License No: 585041 fencing			
				BKF Engineers 200 4th Street Ste 300 Santa Rosa, CA 95401 SURVEYING		Cupples Excavating 501 A St Marys Ave Hopland, CA 95449 License No: 999200 Trenching, Earthwork and Paving		B & L GLASS SANTA ROSA, CA 95403 License No: 1058949 GLAZING			
				Coastal Mountain Electric PO Box 678 Lower Lake, CA 94547 License No: 507105 ELECTRICAL		Devincenzi Concrete 3276 Dutton Avenue Santa Rosa, CA 95407 License No: 326998 Concrete		Coastal Mountain Electric PO Box 678 Lower Lake, CA 94547 License No: 507105 ELECTRIC			
				Cornerstone Roofing, Inc. PO Box 2059 Sebastopol, CA 95473 License No: 909400 ROOFING		Humbolt Fence Company Fortuna, CA 95540 License No: 808339 Fencing, Doors, Gates, & Activating Devices		Crusader Fence Co. 3115 Gold Valley DDr. Rancho Cordova, CA 95742 License No: 1056652 fencing			
				Devincenzi Concrete 3276 Dutton Avenue Santa Rosa, CA 95407 License No: 326998 CONCRETE		Johnson's Custom Landscaping, Inc. 591 Riverside Dr. Ukiah, CA 95482 License No: 748725 Landscaping		Cupples Excavating 501 A St Marys Ave Hopland, CA 95449 License No: 999200 Earthwork			
				Johnson's Custom Landscaping, Inc. 591 Riverside Dr. Ukiah, CA 95482 License No: 748725 LANDSCAPE		Solano County Roofing Inc 4349 Cordelia Road Fairfield, CA 94534 License No: 495355 Roofing, insulation and acoustical, sheet metal		Devincenzi Concrete 3276 Dutton Avenue Santa Rosa, CA 95407 License No: 326998 concrete			
				Masonry Contractor Installers, Inc. PO Box 6024 Santa Rosa, CA 95406				Dunn Right Painting, Inc 75 KUNZLER RANCH RD STE D UKIAH, CA 95482 License No: 691040 painting			

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK**

Specification No. 16-07

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 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:

FRC, Inc.

SPEC #:

16-07

PROJECT NAME:

Electric Utility - FOC

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	<u>Perform all Site Grading according to the plans and specifications</u>	LS	1	\$ <u>94,283</u>	\$ <u>94,283</u>
2	<u>Asphalt Concrete Removal</u>	SF	5680	\$ <u>3.00</u>	\$ <u>17,028</u>
3	<u>New Asphalt Concrete for parking area (3" AC on 15" AB) according to soils report</u>	SF	4000	\$ <u>14.00</u>	\$ <u>56,959</u>
4	<u>New Asphalt Concrete for yard area (3" AC on 12 AB) according to soils report</u>	SF	35,000	\$ <u>8.00</u>	\$ <u>264,411</u>
5	<u>Concrete Removal</u>	SF	3,500	\$ <u>3.00</u>	\$ <u>11,541</u>
6	<u>New Concrete Walkways, Generator Pad, Trash Enclosure Pad, Equipment Pads</u>	SF	6,000	\$ <u>32.00</u>	\$ <u>191,529</u>
7	<u>Install Valley Gutter</u>	SF	1750	\$ <u>36.00</u>	\$ <u>62,808</u>
8	<u>3' Retaining Wall, Stack Stone</u>	FT	220	\$ <u>459.00</u>	\$ <u>101,088</u>
9	<u>Provide and install Landscaping - Plants, trees, shrubs and irrigation</u>	LS	1	\$ <u>156,488</u>	\$ <u>156,488</u>
10	<u>Bioswale & Retention pond</u>	LS	1	\$ <u>142,056</u>	\$ <u>142,056</u>
11	<u>Installation of storm drain and traffic grates</u>	FT	600	\$ <u>73.00</u>	\$ <u>43,529</u>
12	<u>Provide and Install Property Fencing</u>	FT	900	\$ <u>3.14</u>	\$ <u>282,758</u>
13	<u>Provide and Install Single Leaf Vehicle Gate with Controller</u>	EA	1	\$ <u>45,567</u>	\$ <u>45,567</u>
14	<u>Provide and Install Double Leaf Vehicle Gate with two Controllers</u>	EA	1	\$ <u>55,161</u>	\$ <u>55,161</u>
15	<u>Provide and Install Man Gates</u>	EA	4	\$ <u>4,197</u>	\$ <u>16,788</u>
16	<u>Provide and Install privacy fencing for meters and trash enclosure and AC & Compressor</u>	FT	66	\$ <u>181.00</u>	\$ <u>11,951</u>
17	<u>Demo and Dispose of cross fences on west side of building</u>	LS	1	\$ <u>2,464</u>	\$ <u>2,464</u>

18	<u>Relocate Mailbox to new location</u>	LS	1	\$ <u>2,098</u>	\$ <u>2,098</u>
19	<u>Remove and replace existing roofing on first floor</u>	SF	12,400	\$ <u>30.00</u>	\$ <u>372,510</u>
20	<u>Remove and replace existing roofing on second floor</u>	SF	1,600	\$ <u>39.00</u>	\$ <u>61,957</u>
21	<u>Remove and replace existing gutters</u>	FT	710	\$ <u>37.00</u>	\$ <u>26,046</u>
22	<u>Provide and install new downspouts</u>	EA	18	\$ <u>349.00</u>	\$ <u>6,288</u>
23	<u>Provide and install new Covered entry</u>	LS	1	\$ <u>96,568</u>	\$ <u>96,568</u>
24	<u>Provide and install trellis covered patio</u>	LS	1	\$ <u>35,769</u>	\$ <u>35,769</u>
25	<u>Diesel Generator, 125kW, 120/240v, 3 Phase, Delta Connected</u>	EA	1	\$ <u>93,176</u>	\$ <u>93,170</u>
26	<u>ATS – NEMA 3R, 1000A, 120/240v, 3 phase, 4 wire, 65KAIC</u>	EA	1	\$ <u>18,905</u>	\$ <u>18,905</u>
27	<u>Provide and install 1000A Service Entrance panel – NEMA 3R, 120/240v, 3 phase, 4 wire, 65KAIC</u>	EA	1	\$ <u>85,775</u>	\$ <u>85,775</u>
28	<u>Excavate, trench, backfill and compaction (24"x36" trench)</u>	FT	1400	\$ <u>37.00</u>	\$ <u>52,043</u>
29	<u>5 Inch PVC SCH 40 conduit including installation</u>	FT	525	\$ <u>23.00</u>	\$ <u>11,991</u>
30	<u>4 Inch PVC SCH 40 conduit including installation</u>	FT	830	\$ <u>15.00</u>	\$ <u>12,471</u>
31	<u>2 Inch PVC SCH 40 conduit including installation</u>	FT	1600	\$ <u>14.00</u>	\$ <u>23,023</u>
32	<u>Excavate, backfill, compaction and installation of secondary service box (City to provide)</u>	EA	10	\$ <u>570.00</u>	\$ <u>5,770</u>
33	<u>Streetlight Foundations</u>	EA	8	\$ <u>1,853</u>	\$ <u>14,822</u>
34	<u>Remove Clean Soil to City Property South of Airport</u>	YD	5000	\$ <u>16.00</u>	\$ <u>79,899</u>
35	<u>Remove Contaminated Soil to Landfill using Certified Hazardous Waste Hauler</u>	YD	50	\$ <u>600.00</u>	\$ <u>29,979</u>
36	<u>DELETED</u>			\$ <u>N/A</u>	\$ <u>N/A</u>
37	<u>Class II AB for Material Storage and Truck Parking</u>	YD	1200	\$ <u>85.00</u>	\$ <u>101,447</u>

38	Curbs	LF	380	\$ <u>43.00</u>	\$ <u>16,154</u>
39	Double Swing Chain Link Gate with two 6' Leafs and Drop Rod. Privacy slats to match existing.	EA	1	\$ <u>4,662</u>	\$ <u>4,662</u>
TOTAL BID					\$ <u>2,707,885</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 April 26, 2021.

Licensed in accordance with an act providing for the registration of California Contractors License No. 715667, expiration date 4/30/22.

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: 1000002179

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

FRC, Inc.

9680 Old Redwood Hwy, Windsor, CA 95492

phone (707) 837-5065, fax ~~(707) 837-5623~~

X

Frank Ruggirello - President

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.

Frank Ruggirello - President, V.P., Corp. Secretary

Michell Ruggirello - CFO

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

Attn: Mary Williamson; mwilliamson@cityofukiah.com

Emailed 4/8/21

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.

SPEC. NO. 16-07 – UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK


(Signature of Bidder) Frank Ruggirello, President of FRC, Inc.

Business Mailing Address:

9680 Old Redwood Hwy

Windsor, CA 95492

Business Location:

Same as above

(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 26 day of April, 2021

Signature of Bidder, with Business Address:

X

Frank Ruggirello - President

FRC, Inc.

9680 Old Redwood Hwy, Windsor, CA 95492

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:

X

Date 4/26/21

Frank Ruggirello - President

FRC, Inc.

9680 Old Redwood Hwy, Windsor, CA 95492

(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
Valley Paving	674411	1000008895	Redwood Valley	SITEWORK
Quinanzi	326998	1000001188	Santa Rosa	CONCRETE
MCI	757926	1000589138	Santa Rosa	CMU
Nearby Landscape	814207	1000002998	Cotati	Stack Stone
Johnson	748725	1000011617	Ukiah	LANDSCAPE
Anaw	585041	1000022055	Calpella	FENCING

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
Cornerstone	909400	1000007122	Sebastopol	ROOFING
CME	507105	1000008522	Lyer Lake	ELECTRICAL
BKF	Professional Business N/A	1000002096	Santa Rosa	SURVEYING

FRC, Inc.

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 Attached Completed Job List

SIGNATURE(S) OF BIDDER

Accompanying this proposal is a bidders bond
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

FRC, Inc.

Frank Ruggirello - President, V.P., Corp. Secretary

Michell Ruggirello - CFO

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

License No. 715667, License Expiration Date 4/30/22

Signature(s) of Bidder: X
Frank Ruggirello - 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: 9680 Old Redwood Hwy, Windsor, CA 95492

Place of residence: Windsor, CA 95492

Dated: 4/26/21

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, FRC, INC.

_____, 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 \$ 10% OF BID.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on April 13th, 2021 for UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK, SPEC. NO. 16-07.

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 19 day of APRIL, A.D. 2021.

FRC, INC.

(Seal)

(Seal)

FRANK R. RUGGIRELLO, PRESIDENT

(Seal)

Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Seal)

Bryan Richmond

(Seal)

BRYAN RICHMOND, ATTORNEY-IN-FACT

(Seal)

Surety

Address: 100 CALIFORNIA ST., #300

SAN FRANCISCO, CA 94111

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

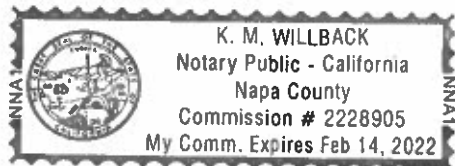
State of California)
County of NAPA)

On APRIL 19, 2021 before me, K. M. WILLBACK, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared BRYAN RICHMOND
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature K. M. Willback
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Bryan Richmond**, of **Napa, California**, their true and lawful Attorney-in-Fact 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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19 day of APRIL, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

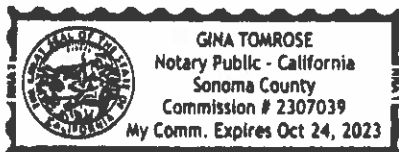
State of California)

County of Sonoma)On April 21, 2021 before me, Gina Tomrose, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Frank Ruggirello
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Gina Tomrose
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

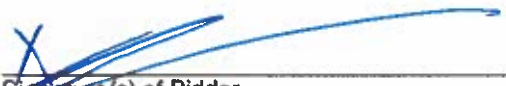
To City Council, City of Ukiah:

The undersigned in submitting a bid for performing UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK, SPEC. NO. 16-07 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.

FRC, Inc.

Frank Ruggirello - President


Signature(s) of Bidder

Business Address: 9680 Old Redwood Hwy
Windsor, CA 95492

Place of Residence: Windsor, CA 95492

NOTARIZATION SEE ATTACHED

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.

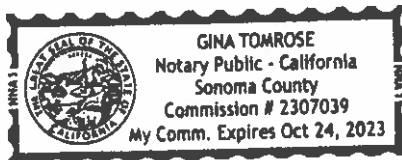
State of California
County of Sonoma

Subscribed and sworn to (or affirmed) before me
on this 8 day of April, 2021,
by Date Month Year
(1) Frank Ruggirello

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

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

Signature *Gina Tomrose*
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: _____



Project#	Project Location of Project and	Projected Start Date	Projected/ Actual Completion Date	Contract Type	Project Type	Original Dollar Amount	Completed Dollar Amount	Original Before Value Engineering	FRC Superin	IOR	Project Owner	Project Owner's Representative	Project Architect
2032	San Marin H.S. Athletic Fields San Marin Drive CA 94945 Novato, 15			LLB	DSA		In Progress		Dennis Lucchesi		Novato U.S.D. 1015 Seventh Street Novato, CA 94945 Contact: Phone: (415) 798-1748	Greystone West 19670 Eighth Street Sonoma, CA 95476 Contact: John Dilena Phone: 707-933-0624 john@greystonewest.com	Carducci Associates Beach Street San Francisco, CA 94133 555
2030	Healdsburg Navigation Center & 306/308 East Street Apartment Improvements	4/5/2021	7/5/2021	Lump Sum	Non DSA	\$447,000.00	In Progress				City of Healdsburg 401 Grove Street Healdsburg, CA 95448 707-431-3346 Tyler Kettmann tkettmann@ci.healdsburgca.us	None	Alameda Architect 555 So. Main Street, #2 Sebastopol, CA 95472 Contact: Den Alameda d.r.alameda@comcast.net Phone: 707-824-1219
2028	Pioneer Hall T.I. 1501 Mendocino Avenue Santa Rosa, CA 95401	1/18/2021	4/18/2021	Lump Sum	Non DSA	\$233,048.00	In Progress		Brandon Penry	None	Santa Rosa Jr. College 1501 Mendocino Avenue Santa Rosa, CA 95401 (707) 521-8094 Heed ahaed@sanatarosa.edu	None Amy	CA Architects Gate 5 Road, #107 Sausalito, CA 94965 (415) 331- 7655, Josh Cohn jcohn@ca- arch.com 475
2019	St. Helena HS Football Field Scoreboard 1401 Grayson Avenue St. Helena, CA 94574			Lump Sum	Non DSA	\$63,553.00	\$65,806.75		Brandon Penry	Don Durnford	St. Helena U.S.D. Main Street Helena, CA 94574 967-2708	465 St. (707) Greystone West 19670 Eighth Street Sonoma, CA 95476 Contact: John Dilena Phone: 707-933-0624 john@greystonewest.com	Persinger Architects 6940 Burnett Street Sebastopol, CA 95472 Contact: Krt Maness Phone: 707-829-0700 krt@persingerarchitects.com
2009	Upper Lake E.S. Restrooms 2nd Street Lake, CA 95485 Upper 679	6/22/2020		Lump Sum	Non DSA	\$59,587.00	\$63,225.92		Chris Logan		Upper Lake U.S.D. Clover Valley Road Upper Lake, CA 95485 275-2655 Michael Kauble mkauble@u.usd.org	675 Upper (707) MBA Consulting Services. Contact: Michael Adams 707-489-5980 adams.mrc@gmail.com	WLC Architects 2600 Tenth St., Suite 500 Berkeley, CA 94710 Contact: Ted St. Germain Phone: 510-450-1999 tstgermain@wlcarchitects.com
2007	Mendo Mold Remediation Low Gap Road 95482 Ukiah, CA 851	6/4/2020	6/26/2020	Lump Sum	Non DSA	\$32,121.00	\$32,121.00		Brandon Penry	None	County of Mendocino 501 Low Gap Road Ukiah, CA 95482 Contact: Doug Anderson Phone: (707) 234-6054 andersond@co.mendocino.ca.us		None
1945	Adele Harrison Performing Arts 20000 Broadway Sonoma, CA 95476	5/1/2020		LLB	DSA	\$2,998,241.00	\$3,088,223.61		Dennis Lucchesi	John Stocksdate	Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointca.com	Strata Architects 18837 Robinson Road Sonoma, CA 95476 Contact: Phone: 707-935-7944
1951	Creekside H.S. Modernization 20000 Broadway Sonoma, CA 95476	4/20/2020		Lump Sum	DSA	\$730,000.00	\$604,792.34		Dennis Lucchesi	John Stocksdate	Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointca.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@rqka.com
1946	SVHS Track 20000 Broadway Sonoma, CA 95476	7/1/2020		LLB	DSA	\$15,172,835.00	In Progress		Dennis Lucchesi	John Stocksdate	Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointca.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@rqka.com

Project#	Project, Location of Project and	Projected Start Date	Projected/ Actual Completion Date	Contract Type	Project Type	Original Dollar Amount	Completed Dollar Amount	Original Before Value Engineering	FRC Superin	IOR	Project Owner	Project Owner's Representative	Project Architect
1921	Altira MS Locker Room 17805 Arnold Drive Sonoma, CA 95476	6/7/2019	8/16/2019	Lump Sum	DSA	\$1,396,000.00	\$1,404,719.00		Dennis Lucchesi		Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@qka.com
1918	Harmony School 1935 Bohemian Hwy. Occidental, CA 95465	10/1/2019	8/1/2020	LLB		\$1,845,733.00	\$1,893,176.00		Dennis Walsh		Harmony Union S.D. 1935 Bohemian Hwy. Occidental, CA 95465 Contact: Mathew Morgan Phone: (707) 874-1205 mmorgan@harmonyusd.org	Counterpoint Construction Services. Contact: Scott Baer 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 sbaer@counterpointcs.com	TLCD Architects Contact: Amy Taber 707-525-5600 520 Third St., #250 Santa Rosa, CA 95401 amy.taber@tlcd.com
1919	Altira MS Track & Field 17805 Arnold Drive Sonoma, CA 95476	6/7/2019	11/21/2019	LLB	DSA	\$3,713,580.00	\$3,600,780.00	\$6,000,000.00	Dennis Lucchesi		Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@qka.com
1916	Mt. Vista MS Portables 5081 Konoct Rd. Kelseyville, CA 95451	4/30/2019	8/10/2020	Lump Sum	DSA	\$4,151,377.00	\$4,608,776.10		Clark Kulack		Kelseyville Unified School District 4410 Konoct Road Kelseyville, CA 95451 Contact: Kyle Reams Phone: (707) 279-1511 lrezzonico@kvsud.org	MBA Consulting Services. Contact: Michael Adams 707-489-5980 adams.mrc@gmail.com	Persinger Architects 6940 Burnett Street Sebastopol, CA 95472 Contact: Kiri Mancos Phone: 707-829-0700
1902	Fountaingrove 5th Tee Restroom 1525 Fountaingrove Pkwy Santa Rosa, CA 95403	1/21/2019	3/22/2019	Lump Sum	Private	\$112,915.00	\$124,757.00		Brandon Penry		The Fountaingrove Club 1525 Fountaingrove Pkwy Santa Rosa, CA 95403 Contact: Ron Benaszack Phone: (415) 420-5183 rbenaszack@fountaingrovegolf.com	Bret Taber 925-586-0883 bret@taberconstruction.com	BAR Architects 901 Battery Street San Francisco, CA 94111 Contact: Jeff Goodwin Phone: 415-293-5700
1904	Teamsters Union Hall Fire Damage 1371 Neotomas Avenue Santa Rosa, CA 95405	5/4/2019	11/4/2019	LLB	Private	\$1,517,374.00	\$1,405,309.00		Brandon Penry	City Inspector	Teamsters Hall Local 665 1371 Neotomas Avenue Santa Rosa, CA 95405 Contact: Michael Yates Phone: (707) 331-1123	None	Alameda Architect 555 So. Main Street, #2 Sebastopol, CA 95472 Contact: Don Alameda Phone: 707-824-1219
1849	Fountaingrove Temporary Club Facility 1525 Fountaingrove Pkwy. Santa Rosa, CA 95403	9/4/2018	4/30/2019	Lump Sum	Private	\$1,398,286.00	\$1,675,531.00		Dennis Lucchesi	City Inspector	The Fountaingrove Club 1525 Fountaingrove Pkwy Santa Rosa, CA 95403 Contact: Ron Benaszack Phone: (415) 420-5183 rbenaszack@fountaingrovegolf.com	Bret Taber 925-586-0883 bret@taberconstruction.com	BAR Architects 901 Battery Street San Francisco, CA 94111 Contact: Jeff Goodwin Phone: 415-293-5700
1839	Riebli ES Portables 315 Mark West Springs Rd. Santa Rosa, CA 95404	8/30/2018	12/28/2018	Lump Sum	DSA	\$389,900.00	\$407,360.00		Dennis Lucchesi	Tom Migliacci	Extended Child Care 1745 Copperhill Parkway, #5 Santa Rosa, CA 95403 Contact: Jason Riggs Phone: (707) 545-2402 jason@extccc.org		Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Tracie Rose Phone: 707-576-0829 tracie@qka.com
1813	Guerneville MPR 14630 Armstrong Wood Road Guerneville, CA 95446	5/29/2018	8/12/2018	LLB	DSA	\$1,703,800.00	\$1,713,973.00		Ron Ahlers	Armando Franco	Guerneville School District 14630 Armstrong Wood Road Guerneville, CA 95446 Contact: Dana Pedersen Phone: (707) 869-2864 dpedersen@guernevilleschool.org	None	WLC Architects 2600 Tenth St., Suite 500 Berkeley, CA 94710 Contact: Ted St. Germain Phone: 510-450-1999 tstgermain@wlcarchitects.com

Project#	Project Location of Project and	Projected Start Date	Projected/ Actual Completion Date	Contract Type	Project Type	Original Dollar Amount	Completed Dollar Amount	Original Before Value Engineering	FRC Superin	IOR	Project Owner	Project Owner's Representative	Project Architect
1727	Prestwood ES HVAC & Reroof 343 E. Marthur Street Sonoma, CA 95476	6/5/2017	8/7/2017	Lump Sum	DSA	\$1,980,000.00	\$1,980,000.00		Dennis Lucchesi	Rick Russell	Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@sqka.com
1726	Mark West District Office Addition 305 Mark West Springs Road Santa Rosa, CA 95403	6/5/2017	12/10/2017	Lump Sum	DSA	\$1,377,000.00	\$1,457,066.00		Clark Kulack	Tom Migliacci	Mark West Unified School District 305 Mark West Springs Rd. Santa Rosa, CA 95403 Attn:	None	Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@sqka.com
1710	Potter Valley Infrastructure 10401 Main Street Potter Valley, CA 95469	6/5/2017	11/30/2017	Lump Sum	DSA	\$2,283,800.00	\$2,574,714.00		Brandon Penry	Clay Blundell	PVUSD 10401 Main Street Potter Valley, CA 95469 Contact: Krista Looney Phone: (707) 743-2101	None	Alameida Architect 666 So. Main Street Sebastopol, CA 95472 Contact: Don Alameida Phone: 707-824-1219
1709	SVUSD Office Portable 17850 Railroad Avenue Sonoma, CA 95476	3/20/2017	5/19/2017	Lump Sum	DSA	\$143,800.00	\$147,652.00		Clark Kulack		Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@sqka.com
1650	KLH Consulting Office Remodel 2324 Bethards Drive Santa Rosa, CA 95407	11/15/2016	3/5/2016	Lump Sum	Private	\$390,500.00	\$395,706.37		Dennis Lucchesi		KLH Consulting 2235 Mercury Way, Suite 210 Santa Rosa, CA 95407 Contact: Soni Lampert Phone: (707) 575-9986	None	Coker Architects 503 Buena Vista Dr. Santa Rosa, CA 95404 Contact: Ken Coker coker@sonic.net Phone: 707-527-0880
	Healdsburg Elementary School, Phase 3 400 First Street Healdsburg, CA 95448	6/2/2016	8/4/2016	LLB		\$1,184,447.00	\$1,075,370.00		Ron Ahlers		Healdsburg Unified School District 1028 Prince Street Healdsburg, CA 95448 Contact: Steve Barekman Phone: (707) 431-3488 sbarekman@husd.com	Counterpoint Construction Services Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Shawn Cornwell Phone: 707-576-0829 shawn@sqka.com
	Parkside ES HVAC Replacement 1450 Bodega Avenue Sebastopol, CA 95472	3/20/2017	6/18/2017	Lump Sum		\$109,900.00	\$109,900.00		Mike Arntz		Sebastopol Union S.D. 7611 Huntley Street Sebastopol, CA 95472 Contact: Robin Hedrick Phone: (707) 829-4570 X:1	RGM & Associates Contact: Andrea Noble 1101 College Avenue, #245 Santa Rosa, CA 95404 510-908-3309	DSK Architects 926 Natoma Street San Francisco, CA 95401 Contact: Mike Heublein Phone: 415-244-6953
1608	Windsor Oaks Academy, Phase 2 8681 Windsor Road Windsor, CA 95492	10/18/2016	10/25/2017	LLB	DSA	\$2,565,876.00	\$2,658,166.00		Brandon Penry		Windsor Unified School District 9291 Old Redwood Hwy. Bldg. 500 Windsor, CA 95492 Attn: Steve Jorgensen 707-837-7796 sjorgensen@wsud.org	Vin Pelt Construction Services Contact: Eric Van Pelt eric@vpcsonline.com 707-249-7863	ATI Architects 3860 Blackhawk Rd. Danville, CA 94506 Contact: Rup Chand, rchand@atiac.com Phone: 925-646-8811
1609	Healdsburg Radiology New GE Room 1375 University Avenue Healdsburg, CA 95448	2/1/2016	8/15/2016	Lump Sum	OSHDPD	\$87,487.00	\$92,183.00		Ron Ahlers		North Sonoma Cnty Healthcare Dist. 1375 University Avenue Healdsburg, CA 95448 Attn: Gary Schilling (707) 431-8500		Moore Uebel Architecture 1049 4th St., East Santa Rosa, CA 95404 Phone: 707-546-8530 Attn: Chris Uebel
1621	El Verano & Altimira Data Projects 18606 Riverside Drive / 17805 Arnold Dr. Sonoma, CA 95433	6/6/2016	8/5/2016	Lump Sum		\$574,000.00	\$578,889.00		Dennis Lucchesi		Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Justin Freese Phone: (707) 935-4246	Counterpoint Construction Services Contact: Tenaya Dale 181 Concourse Blvd. Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	

Project#	Project Location of Project and	Projected Start Date	Projected/Actual Completion Date	Contract Type	Project Type	Original Dollar Amount	Completed Dollar Amount	Original Before Value Engineering	FRC Superin	IOR	Project Owner	Project Owner's Representative	Project Architect
	Healdsburg Elementary School, Upgrade 400 First Street Healdsburg, CA 95448	6/10/2015		LLB		\$280,716.00	\$315,422.00		Ron Ahlers		Healdsburg Unified School District 1028 Prince Street Healdsburg, CA 95448 Contact: Steve Berekman Phone: (707) 431-3488 sberekman@husd.com	Counterpoint Construction Services. Contact: Tenaya Dale 85 Brookwood Ave., Suite 25 Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Shawn Cornwell Phone: 707-576-0829 shawnc@qka.com
	Cinnabar Elementary School Portables 2015 286 Skillman Lane Petaluma, CA 94952	6/8/2015	9/30/2015	LLB	DSA	\$450,000.00	\$451,027.00		Frank Ruggirello		Cinnabar School District 286 Skillman Lane Petaluma, CA 94952 Contact: Patty Murch Phone: (707) 765-4345 p.murch@cinnabar.k12.ca.us		Williams + Paddon Archts. 2237 Douglas Blvd., #160 Roseville, CA 95661 Contact: Cody Carpino Phone: 916-788-8178
	Martin Luther King School Gym & Locker Rm. Upgrade 1781 Rosa Street Berkeley, CA 94703	6/15/2015	8/24/2015	Lump Sum	DSA	\$1,855,000.00	\$1,801,251.00		Dennis Lucchesi		Berkeley Unified S.D. 2020 Boner Street, Rm. 202 Berkeley, CA 94702 Contact: Tom Bollinger Phone: (510) 644-8900 tombollinger@berkeley.net	Van Pelt Construction Services. Contact: Mary Keegan 707-249-1127 mary@vpconline.com	Baker Vilar Architects 1516 Park Avenue Emeryville, CA 94608 Contact: Rebecca Hayden Phone: 510-595-2260 rhayden@bakervilar.com
	Dunbar Elementary School Kitchen Remodel 11700 Dunbar Road Glen Ellen, CA 95442	7/3/2014	9/4/2014	Lump Sum	DSA	\$342,000.00	\$352,385.00		Brandon Penry		Sonoma Valley Unified S.D. 17850 Railroad Avenue Sonoma, CA 95476 Contact: Dave Sandoval Phone: (707) 935-4246 dsandoval@sonomaschools.org	Counterpoint Construction Services. Contact: Tenaya Dale 85 Brookwood Ave., Suite 25 Santa Rosa, CA 95404 707-529-6776 tdale@counterpointcs.com	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Kevin Chapin Phone: 707-576-0829 kevin@qka.com
	Cinnabar Elementary School Portables 2014 286 Skillman Lane Petaluma, CA 94952	6/2/2014	11/1/2014	LLB	DSA	\$253,636.00	\$253,636.00		Paul Arntz		Cinnabar School District 286 Skillman Lane Petaluma, CA 94952 Contact: Patty Murch Phone: (707) 765-4345		NTD Architecture 200 Auburn Folsom Road, Suite 200 Auburn, CA 95603 Contact: Cody Carpino Phone: 530-888-0999
	Bodega Wine Tasting Room Upgrade 555 Highway 1 Bodega, CA 94923	4/1/2014	11/1/2014	Lump Sum	Private	\$617,589.00	\$626,097.00		Paul Arntz		Vintage Wine Estates 205 Concourse Blvd. Santa Rosa, CA 95403 Contact: Amy Haedt Phone: (877) 289-9463	None	Henderson Architects P.O. Box 14874 Santa Rosa, CA 95402 Contact: James Henderson Phone: (415) 237-5240
	Kunde Winery Trellis 9825 Sonoma Hwy Kenwood, CA 95452	4/1/2014		Lump Sum	Private	\$115,829.00	\$115,829.00		Paul Arntz		Kunde Winery 9825 Sonoma Hwy Kenwood, CA 95452 Contact: Jeff Kunde Phone: (707) 833-5601	None	Del Starrett Architects 3863 North Laughlin Road, #207 Santa Rosa, CA 95403 Contact: Phone: (707) 526-0845
	Casa Grande Health Center Improvements 333 Casa Grande Road Petaluma, CA 94954	3/3/2014		Lump Sum		\$99,668.00	\$99,668.00		Paul Arntz		Petaluma Health Center 1179 North McDowell Blvd. Petaluma, CA 94954 Contact: Tim Moran Phone: (707) 559-7509	None	DES Architect 399 Bradford Street Redwood City, CA 94063 Contact: Howard Kwok Phone: 650-364-6453
	Anderson Valley Elementary, Phase II Upgrades 12300 Anderson Valley Way Boonville, CA 95415	10/13/2013	5/15/2014	LLB	DSA	\$777,168.00	\$923,860.00		Brandon Penry		Anderson Valley Unified School District 18300 Anderson Valley Way Boonville, CA 95415 Contact: JR Collins Phone: (707) 895-3775	Alameda Architecture 555 South Main Street Sebastopol, CA 95472 Contact: Don Alameda Phone: (707) 824-1220 d.r.alameda@comcast.net	Quattrochi Kwok Architects 636 Fifth Street Santa Rosa, CA 95426 Contact: Shawn Cornwell Phone: 707-576-0829 shawnc@qka.com
	Cinnabar Elementary School Gym Upgrade 286 Skillman Lane Petaluma, CA 94952	6/13/2013	2/6/2014	Lump Sum	DSA	\$1,002,341.00	\$1,102,598.00		Paul Arntz		Cinnabar School District 286 Skillman Lane Petaluma, CA 94952 Contact: Patty Murch Phone: (707) 765-4345	None	NTD Architecture 200 Auburn Folsom Road, Suite 200 Auburn, CA 95603 Contact: Cody Carpino Phone: 530-888-0999

FRC Project List

[illegible]



April 28, 2021

Mary Williamson, Buyer II
Finance Department, Purchasing Division
City of Ukiah

Subject: **Ukiah Electric Utility Field Operation Center**

Dear Ms. Williamson,

Please consider this correspondence as our formal notification of a clerical error in our bid form. Unfortunately, the unit price for bid item #12 was written as \$3.14 when it was on our bid sheet and should have been written in as \$314. This clerical error has caused a material difference in our bid and therefore as a general contractor we must rescind our proposal. We regret any inconveniences this mistake has caused. We hope this error will not negatively impact the District in their attempt at a successful project.

Regards,

Frank Ruggirello
FRC, Inc., President

Cc: Gina Tomrose, Contract Administrator, FRC, Inc.
Accounting @ FRC, Inc.
File

Via e-mail: mwilliamson@cityofukiah.com

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK**

Specification No. 16-07

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 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:

CWS Construction Group Inc

SPEC #:

16-07

PROJECT NAME:

Electric Utility – FOC

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	<u>Perform all Site Grading according to the plans and specifications</u>	LS	1	\$ <u>310,000</u>	\$ <u>310,000</u>
2	<u>Asphalt Concrete Removal</u>	SF	5680	\$ <u>2.5</u>	\$ <u>14,200</u>
3	<u>New Asphalt Concrete for parking area (3" AC on 15" AB) according to soils report</u>	SF	4000	\$ <u>15</u>	\$ <u>60,000</u>
4	<u>New Asphalt Concrete for yard area (3" AC on 12 AB) according to soils report</u>	SF	35,000	\$ <u>10</u>	\$ <u>350,000 350,000</u>
5	<u>Concrete Removal</u>	SF	3,500	\$ <u>3.0229</u>	\$ <u>10,580</u>
6	<u>New Concrete Walkways, Generator Pad, Trash Enclosure Pad, Equipment Pads</u>	SF	6,000	\$ <u>19.21</u>	\$ <u>115,260</u>
7	<u>Install Valley Gutter</u>	SF	1750	\$ <u>18.93</u>	\$ <u>33,128</u>
8	<u>3' Retaining Wall, Stack Stone</u>	FT	220	\$ <u>307 ^{CS} 311</u>	\$ <u>67,540 ^{CS} 68,420</u>
9	<u>Provide and install Landscaping - Plants, trees, shrubs and irrigation</u>	LS	1	\$ <u>118,500</u>	\$ <u>118,500</u>
10	<u>Bioswale & Retention pond</u>	LS	1	\$ <u>100,000</u>	\$ <u>100,000</u>
11	<u>Installation of storm drain and traffic grates</u>	FT	600	\$ <u>37.125</u>	\$ <u>22,275</u>
12	<u>Provide and Install Property Fencing</u>	FT	900	\$ <u>270</u>	\$ <u>243,000</u>
13	<u>Provide and Install Single Leaf Vehicle Gate with Controller</u>	EA	1	\$ <u>47,250</u>	\$ <u>47,250</u>
14	<u>Provide and Install Double Leaf Vehicle Gate with two Controllers</u>	EA	1	\$ <u>67,580</u>	\$ <u>67,580</u>
15	<u>Provide and Install Man Gates</u>	EA	4	\$ <u>5150</u>	\$ <u>20,600</u>
16	<u>Provide and Install privacy fencing for meters and trash enclosure and AC & Compressor</u>	FT	66	\$ <u>95 ^{CS} 95</u>	\$ <u>6,270</u>
17	<u>Demo and Dispose of cross fences on west side of building</u>	LS	1	\$ <u>15,000</u>	\$ <u>15,000</u>

18	<u>Relocate Mailbox to new location</u>	LS	1	\$ <u>2000</u>	\$ <u>2,000</u>
19	<u>Remove and replace existing roofing on first floor</u>	SF	12,400	\$ <u>35</u>	\$ <u>434,000</u>
20	<u>Remove and replace existing roofing on second floor</u>	SF	1,600	\$ <u>35</u>	\$ <u>56,000</u>
21	<u>Remove and replace existing gutters</u>	FT	710	\$ <u>21.12</u>	\$ <u>14,995.20 14,995.20</u>
22	<u>Provide and install new downspouts</u>	EA	18	\$ <u>1000</u>	\$ <u>18,000</u>
23	<u>Provide and install new Covered entry</u>	LS	1	\$ <u>40,000</u>	\$ <u>40,000</u>
24	<u>Provide and install trellis covered patio</u>	LS	1	\$ <u>25,000</u>	\$ <u>25,000</u>
25	<u>Diesel Generator, 125kW, 120/240v, 3 Phase, Delta Connected</u>	EA	1	\$ <u>90,000</u>	\$ <u>90,000</u>
26	<u>ATS – NEMA 3R, 1000A, 120/240v, 3 phase, 4 wire, 65KAIC</u>	EA	1	\$ <u>22,000</u>	\$ <u>22,000</u>
27	<u>Provide and install 1000A Service Entrance panel – NEMA 3R, 120/240v, 3 phase, 4 wire, 65KAIC</u>	EA	1	\$ <u>75,000</u>	\$ <u>75,000</u>
28	<u>Excavate, trench, backfill and compaction (24"x36" trench)</u>	FT	1400	\$ <u>35.35</u>	\$ <u>49,350</u>
29	<u>5 Inch PVC SCH 40 conduit including installation</u>	FT	525	\$ <u>48.69</u>	\$ <u>25,562</u>
30	<u>4 Inch PVC SCH 40 conduit including installation</u>	FT	830	\$ <u>33.98</u>	\$ <u>28,203</u>
31	<u>2 Inch PVC SCH 40 conduit including installation</u>	FT	1600	\$ <u>24</u>	\$ <u>38,400</u>
32	<u>Excavate, backfill, compaction and installation of secondary service box (City to provide)</u>	EA	10	\$ <u>1500</u>	\$ <u>15,000</u>
33	<u>Streetlight Foundations</u>	EA	8	\$ <u>1545</u>	\$ <u>12,360</u>
34	<u>Remove Clean Soil to City Property South of Airport</u>	YD	5000	\$ <u>9.2</u>	\$ <u>46,000</u>
35	<u>Remove Contaminated Soil to Landfill using Certified Hazardous Waste Hauler</u>	YD	50	\$ <u>100</u>	\$ <u>5,000</u>
36	<u>DELETED</u>			\$ <u>0</u>	\$ <u>0</u>
37	<u>Class II AB for Material Storage and Truck Parking</u>	YD	1200	\$ <u>62.5</u>	\$ <u>75,000</u>

38	Curbs	LF	380	\$ 50	\$ 19,000
39	Double Swing Chain Link Gate with two 6' Leafs and Drop Rod. Privacy slats to match existing.	EA	1	\$ 1000	\$ 1,000
two million six hundred ninety three thousand, nine hundred and thirty three dollars					TOTAL BID \$ 2,693,933

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 April 2nd, 2021.

Licensed in accordance with an act providing for the registration of California Contractors License No. 811153, expiration date 4/30/22.

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: 1000020297

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

CHS Construction Group Inc
42 digital drive, suite 1, Ukiah, CA 94508 415-599-6500 / 415-209-2200


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.

42 digital drive, suite 1, Ukiah, CA 94508
Charles Slack President, Charles Slack Treasurer
Charles Slack Jr - Secretary

FAIR EMPLOYMENT PRACTICES CERTIFICATION

to: CITY OF UKIAH

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

SPEC. NO. 16-07 – UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK


(Signature of Bidder)

Business Mailing Address:

42 Alameda Drive, Suite 1
Novato, CA 94949

Business Location:

Same as above

(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 13th day of April, 2021

Signature of Bidder, with Business Address:


42 digital drive, Suite 1
Novato, CA 94948

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
Johnson	748725	1000011617	UKIAH, CA	Landscaping
Cupples Excavating	999200	1000048226	Holliston, CA	Site Work
Humboldt Farm	808377	1000007061	Fortuna, CA	Fencing
Coastal Mountain	507105	100008522	Lower Lake, CA	Electrical
Wanda CS	Wanda CS	Wanda CS	Wanda CS	Wanda CS
Dev. Nuzzi	366998	100001158	Santa Rosa, CA	Cable TV
SCR	495355	1000000777	Fairfield, CA	Roofing

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 4/13/21
42 digital drive, suite 1
NUNAWA, CA 94960

(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.

[illegible]

STATEMENT OF EXPERIENCE OF BIDDER

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

Plano. 5c Attached

SIGNATURE(S) OF BIDDER

Accompanying this proposal is bidders bond
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Charles Stock - President
Robert Stock - Treasurer (A)
Charles Stock Jr - Secretary

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

License No. 811153, License Expiration Date 4/30/22

Signature(s) of Bidder: [Signature]

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: 42 digital drive, suite 1
Norwalk, CA 90651

Place of residence: Norwalk, CA

Dated: 4/13/21

Project Name	Owner	str.	Type of work	Contact	Start Date	End Date	Time for completion	Valuation	Final Valuation	Architect	Sq. Ft	Super Intendant	PM	LD'S	Claims
Village Park Restroom Replacement	City Of Burlingame		New Building	Karen Hayer (650) 558-7300	11/24/14	3/24/15	120 Days	\$157,000	\$157,000	Dreiling Terrones Architecture Inc.	1200	Charlie Slack Jr	Charlie Slack	0	0
Field Science Museum Display Cabinets	College of Marin		TI	Derek Erdheim (415) 884-3182	5/22/15	5/28/15	30 days	\$38,000	\$38,000	CDI International	200	Charlie Slack Jr	Charlie Slack	0	0
Veteran Memorial Hall ADA Upgrades	City Of Martinez		TI	Jess Adams (925) 313-2156	6/1/15	8/1/15	60 days	\$69,000	\$85,000	Fog Studio	1000	Charlie Slack Jr	Charlie Slack	0	0
Endicott 800 Wing Modernization	Alameda Unified School District		TI/Modernization	Jalene Fernaldi (925) 788-3483	8/15/15	8/15/15	80 days	\$157,000	\$181,000	Quattrochi Kwok Architects	1000	Charlie Slack Jr	Charlie Slack	0	0
Analy Village Building E remodel	Santa Rosa Junior College		Renovation	Scott Cornors (949) 266-4556	7/22/15	8/12/15	ASAP	\$71,000	\$71,000	Quattrochi Kwok Architects	1500	Charlie Slack Jr	Charlie Slack	0	0
NUSD Emma Lardner Statue	Alameda Unified School District		Statue Placement	Jalene Fernaldi (925) 788-3483	8/15/15	8/15/15	1 week	\$13,000	\$13,000		100	Charlie Slack Jr	Charlie Slack	0	0
NUSD EMS Upgrades	Novato Unified School district		HVAC/EMS Upgrade	Dave Ashe 415-798-1749	11/15/18	1/15/19	60 days	\$850,000	\$883,000		charlie Slack Jr	Charlie Slack	0	0	
Point Reyes Station Public Safety TI	Marin county		TI/Modernization	Kevin Pussier 415-250-3071	12/1/15	2/1/15	90 days	\$50,000	\$50,000	Kajape-Ron Kajape 415.457.7801	2500	Charlie Slack Jr	Charlie Slack	0	0
Redwood Police Station	Santa Rosa Junior College		TI	Scott Cornors (949) 266-4556	7/22/15	1/15/16	ASAP	\$5,000	\$5,000	Santa Rosa JC	2000	Charlie Slack Jr	Charlie Slack	0	0
Moraga Library restroom	Town of moraga		Renovation	Lauri Saucang 925-335-7865	10/15/15	1/20/16	90 days	\$20,000	\$43,000		1300	Charlie Slack Jr	Charlie Slack	0	0
HOB Improvements	Contra Costa		TI	Nathan Hodges 925-335-7762	6/15/16	9/15/16	120 Days	\$30,000	\$30,000	AM woo	5000	Charlie Slack Jr	Charlie Slack	0	0
Dunham Elementary	Dunham USD		TI	Avery bank 707-829-0900	7/3/18	8/3/18	30 days	\$3,000	\$3,000	Persinger-Avery 707-828-0700	2500	Tony Delpino	Charlie Slack	0	0
Madison Hall Roofing and waterproofing	Santa Rosa Junior College		Roofing/waterproofing renovation	Scott Cornors (949) 266-4556	6/15/16	1/15/17	180 days	\$1,800,000	\$1,800,000	Quattrochi Kwok Architects 707-576-0829	\$6000	Tony Delpino	Charlie Slack	0	0
Walnut creek police station bulletproofing	City Of Walnut Creek		Bullet Proof Kiosk		10/1/16	11/1/16	30 days	\$5,000	\$5,000		200	Tony Delpino	Charlie Slack	0	0
El Cerrito	Santa Rosa Junior College		Tenant Improvement	Scott Cornors (949) 266-4556	12/15/18	1/15/19	30 days	\$0,000	\$0,000	Santa Rosa JC	1500	Charlie Slack Jr	Charlie Slack	0	0
10 MSP Roofing	Marin County		Waterproofing Renovation	Betsy Swenerton 415-473-6680	1/15/17	3/1/17	45 days	\$70,000	\$70,000	County Of Marin	6000	Charlie Slack Jr	Charlie Slack	0	0
HOJ Rm 145	Marin County		TI	Betsy Swenerton 415-473-6680	4/1/17	10/1/17	180 days	\$79,000	\$79,000	County Of Marin	3800	Tony Delpino	Charlie Slack	0	0
Vallejo Vets ADA Improvements	Solano County		Modernization	Tim Reynolds 707-253-3465	5/1/17	8/1/17	90 days	\$30,000	\$30,000	Kitchell-Rob Thacker (916) 442-6996	1500	Charlie Slack Jr	Charlie Slack	0	0
Miller Creek	Diola Unified School District		Structural supports	Tim Trahan (415) 457-5541	7/15/17	8/15/17	30 days	\$0,000	\$0,000	Quattrochi Kwok Architects 707-576-0829	4500	Allen Autler	Charlie Slack Jr	0	0
Terre Linda HS HVAC improvements	Diola Unified School District		Structural supports	Tim Trahan (415) 457-5541	7/15/17	7/15/17	15 days	\$5,000	\$5,000	Quattrochi Kwok Architects 707-576-0829	3500	Allen Autler	Charlie Slack Jr	0	0
Samuel P Taylor State Park	CA State Parks		Restroom/Accessibility Improvements	Brandon James 916-834-8149	9/15/17	1/15/18	150 days	\$87,000	\$87,000	Marshall Lee INC.	35,000	Charlie Slack Jr	Charlie Slack	0	0
Murray Interim Housing	Dublin Unified School District		Shower	Orla Lemire 925-580-9182	8/1/17	7/15/17	45 days	\$1,585,000	\$1,585,000	HRT Pinc JLL 510-425-9800	30,000	Tony Delpino	Charlie Slack	0	0
Site Furnishings	Marin County Parks		Site furnishings	Lisa Bul	9/1/17	10/1/17	30 days	\$100,000	\$100,000	Marin county parks	8000	Allen Autler	Charlie Slack Jr	0	0
Golf Course Clubhouse Renovation	City Of Sunnyvale		Renovation	Anthony Navarette	12/15/17	3/15/18	180 days	\$70,000	\$70,000	IBI-Rob-808 924 081	6000	Tony Delpino	Charlie Slack	0	0
Santa Rosa State Office Access Barrier Removal	CA DGS		TI	Robert Boben-916-376-1636	3/15/18	9/15/18	180 days	\$70,000	\$70,000	CA DGS (916) 441-9638	6000	Tony Delpino	Charlie Slack Jr	0	0
Public Health Building Roof and HVAC	County Of Mendocino		Roofing/HVAC	Doug Andersen 707-391-5416	1/15/18	6/15/18	180 days	\$17,000	\$17,000	Jones-Brant Foster 510-231-7509	4500	Mark Marciel	Charlie Slack Jr	0	0
Dixie Hall Digital Media Suites	Santa Rosa Junior College		TI	Scott Cornors (949) 266-4556	3/15/18	7/15/18	120 days	\$38,000	\$38,000	UNAS-Tracy (415) 864-0035	1500	Anthony Dagnino	Charlie Slack Jr	0	0
West Tech Improvement Project	Santa Rosa Junior College		TI	Scott Cornors (949) 266-4556	3/15/18	8/15/18	90 days	\$87,000	\$87,000	TBP-Jeff Foster 925-246-6412	1200	Mark Marciel	Charlie Slack Jr	0	0
Colusa Solar and shade structure	County Of Colusa		Solar Design Build	Thomas Simms 530-458-0790	TBD	TBD	15 days	\$80,000	\$80,000		1500	Juan Medrano	Charlie Slack	0	0
Marlin ES Network and window installation	South SF USD		Network	Victoria Vasquez 858-538-3266	6/15/18	11/15/18	150 days	\$1,000,000	\$1,000,000	Ullrich-Yumaguchi Epc 650-510-446-2222	\$600	Juan Medrano	Charlie Slack	0	0
Sonoma Vets kitchen remodel	Sonoma County		Remodel	Mark Debecker-707-565-3915	9/15/18	12/15/18	90 days	\$90,000	\$90,000	Glass-Dave Zoro 707 544 3920	3000	Mark Marciel	Charlie Slack Jr	0	0
HOJ Probation department rms 263-265	Marin County		TI	Tracie Holland-415-250-8789	11/19/18	3/19/19	120 days	\$97,000	\$97,000	County of marin-Trade Holland	20,000	Allen Autler	Charlie Slack	0	0
USPS library conversion to teachers lounge	Union City Unified School District		TI/Modernization	Ronald Maseja 707-443-4372	12/20/18	2/10/19	80 days	\$87,000	\$87,000	Mason-Ronald Maseja 707-443-4372	2000	Anthony Dagnino	Charlie Slack	0	0
ABC Suite 130 Alterations	CA DGS		TI/Modernization	Robert Boben-916-376-1636	12/20/18	5/20/19	150 days	\$85,000	\$85,000	CA DGS (916) 441-9638	4000	Mark Marciel	Charlie Slack Jr	0	0
SOMA CC	SF Office of Mayor		Build out	Bruce prescott 415-908-3767	12/3/18	4/3/19	120 days	\$1,800,000	\$1,800,000	Santos Prescott-Bruce 415-908-3767	5000	Allen Autler	Charlie Slack Jr	0	0
Plant Operations Seismic upgrades	Contra costa sanitary		Seismic upgrade	Nathan Hodges 925-335-7762	12/10/18	10/10/19	300 days	\$5,656,000	\$5,656,000	MWA-Carlton Smith-510-379-1445	400,000	Tony Delpino	Adam Greenleaf	0	0
Konocti Education Center Walk In Cooler	Konocti Unified School District		Modernization	Scott Baer-707-975-7839	3/1/19	7/1/19	120 days	\$87,000	\$87,000	HMR-Marissa Ormsby 916-736-2724	1,000	Jimmy Enriquez	Charlie Slack Jr	0	0
Jume Valley ES Staff Room	Konocti Unified School District		Modernization	Scott Baer-707-975-7839	3/1/19	7/1/19	120 days	\$88,000	\$88,000	HMR-Marissa Ormsby 916-736-2724	4,000	Anthony Dagnino	Charlie Slack Jr	0	0
Carmine Pablo ES Modernization	Moraga School District		Modernization	John Wilford-925-285-4521	6/12/19	12/22/19		\$4,704,000	\$5,200,000	CSOA-Laurel Meatz-415-321-1118	80,000	Allen Autler	Adam Greenleaf	0	0
Marlin ES Modernization	South SF USD		Modernization	William Gonz-415-470-4526	8/3/19	2/28/20		\$4,487,000	\$5,585,000	MR-Charles Miller 510-448-2222	25,000	Jimmy Enriquez	Charlie Slack Jr	0	0
Utah CHP	California Highway Patrol		Modernization	Doug Williams 926-341-7044	3/23/19	12/23/19	90 days	\$97,000	\$1,015,000	ALDR-Kris Stien 408-300-5142	4,500	Juan Medrano	Charlie Slack	0	0
SUSD Hamilton Room Remodel	Contra Costa Unified School District		Modernization	Steve Kirkpatrick 925-931-5876	1/6/20	6/6/20	180 days	\$840,000	\$840,000	JKA-Jeff Katz 619-698-9177	4,000	Allen Autler	Charlie Slack Jr	0	0
SF CHP	California Highway Patrol		Modernization					\$150,000							
Emeryville Hall Security Upgrades	Santa Rosa Junior College		Security Improvements	Hector Chierli 707-479-0822	11/25/18	3/15/19	150 days	\$1,300,000	\$1,300,000	TBC-Francisco Caruso 848-343-8231	100,000	Anthony Dagnino	Charlie Slack Jr	0	0
Napa State Hospital Historic Renovations	CA DGS		Historic Improvements/Seismic	Meredith Harvan	3/15/20	12/15/20	270 Days	\$4,355,000	\$4,355,000	Stafford King Wiese 916-930-5900	45,000	Tony Delpino	Charlie Slack Jr	0	0
West Campus Improvements Inc 2	Berkley Unified School District		Modernization	Oris Moreno	4/1/20	12/1/20	240 days	\$6,200,000	\$6,200,000	CAW architects	25,000	Allen Autler	Adam Greenleaf	0	0
Cadaver Lab Renovation	COCCO		Renovation	Mike Owens 415-591-6435	5/15/20	10/15/20	210 Days	\$35,000	\$35,000	LCA	1,200	Juan Medrano	Charlie Slack Jr	0	0
West Campus Parking Lot	Berkley Unified School District		Site Improvement	Oris Moreno	7/15/20	8/15/20	30 days	\$68,250	\$68,250	Byron Idm	40,000	Hector Garde	Beto Coronel	0	0
Freer Up alterations	COCCO		Tenant Improvement	Mike Owens 415-591-6435	7/15/20	8/15/20	30 days	\$18,000	\$18,000	TBP	1,000	Plaza Remon	Charlie Slack Jr	0	0
Steam Labs Modulars	Carlsbad Unified School District		Modernization	Vinnie Aguero	6/15/20	10/15/20	120 days	\$79,000	\$79,000	Alpha	60,000	Derrick Anderson	Steve Cole	0	0
Sierra College Rocklin Building N Repurpose	Sierra College		Modernization	TBD	TBD	TBD	TBD	\$1,600,000	\$1,600,000	AP Architects		Allen Autler	Beto Coronel	0	0
Darien Control Plant	Santa Rosa Junior College		Infrastructure upgrade	TBD	TBD	TBD	365 days	\$11,414,000	\$11,414,000	CA Architects	7,000	Ryan Vase	Charlie Slack Jr	0	0

Highlighted Yellow Means Ongoing

Highlighted Orange are School Jobs

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 UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK, SPEC. NO. 16-07 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.

Charlie. Stuck

[Signature]
Signature(s) of Bidder

Business Address: 42 digital drive, suite 1
Newark, CA 94560

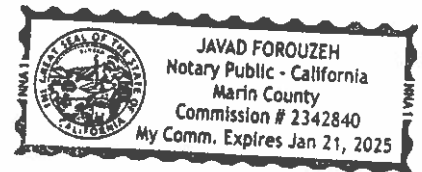
Place of Residence: 9000 Bonanza Way
Newark, CA 94560

NOTARIZATION

Subscribed and sworn to before me this 26th day of April, 2021.

[Signature]
Notary Public in and for the County of Marin, State of California.

My Commission Expires 01-23, 2025.



CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, CWS CONSTRUCTION GROUP, INC.

_____, as PRINCIPAL and

ENDURANCE ASSURANCE CORPORATION

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% OF 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 April 13th, 2021 for UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER – SITE WORK, SPEC. NO. 16-07.

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 23 day of MARCH,
A.D. 2021.

CWS CONSTRUCTION GROUP, INC. (Seal)

 (Seal)

CHARLES W. SLACK, PRESIDENT (Seal)
Principal

ENDURANCE ASSURANCE CORPORATION (Seal)

 (Seal)

BRYAN RICHMOND, ATTORNEY-IN-FACT (Seal)
Surety

Address: 455 MARKET ST., #900

SAN FRANCISCO, CA 94105

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

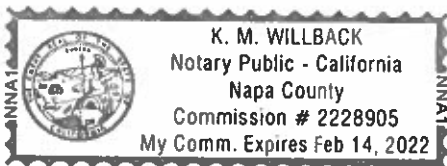
State of California)

County of NAPA)On MARCH 23, 2021 before me, K. M. WILLBACK, NOTARY PUBLIC
*Date Here Insert Name and Title of the Officer*personally appeared BRYAN RICHMOND
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature K. M. Willback
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Clay Thompson, Robert E. Chovick, Jeffrey D. Erickson, Bryan Richmond, Karen M. Willback as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23 day of MARCH, 20 21.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

PURCHASING DEPARTMENT
1320 Airport Road
Ukiah, California 95482
mwilliamson@cityofukiah.com



Center – Site Work

SPEC.16-07 – Ukiah Electric Utility Field Oper

Addendum No. 1
March 12, 2021

Utility Field Operation Center – Site

The following is Addendum No. 1 to SPEC. NO. 16-07 – Ukiah E
Work.

he same extent as though it were

This Addendum is hereby made part of the Contract Document
originally included therein.

r Class B licensed contractor to be

The bid notice has been revised to allow for both a Cla
the prime contractor for this work.

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



Mary V. Horger
Financial Services Manager

PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 485-6106
mwilliamson@cityofukiah.com



SPEC. 16-07 UKIAH ELECTRIC FIELD OPERATION CENTER – SITE WORK

Addendum No. 2

March 23, 2021

The following is Addendum No. 1 to SPEC. NO. 16-07 UKIAH ELECTRIC FIELD OPERATION CENTER – SITE WORK .

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

I. The following is a question asked, and the corresponding answer.

Q1: Can we have the soils report for this project?

A1: The LACO Geotechnical Exploration Report is attached hereto and has been added to the project posting on the City of Ukiah's website.

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

Mary Williamson
Buyer II

A1: 7
por

A1: 7
por

PURCHASING DEPARTMENT
1320 Airport Road
Ukiah, California 95482
mwilliamson@cityofukiah.com



SPEC.16-07 – Ukiah Electric Utility Field Operation Center – Site Work

Addendum No. 3

April 7, 2021

The following is Addendum No. 3 to SPEC. NO. 16-07 – Ukiah Electric Utility Field Operation Center – Site Work.

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

The Bid Opening date HAS BEEN CHANGED. Please see revision below:

Sealed standard proposal for UKIAH ELECTRIC UTILITY FIELD OPERATION CENTER-SITE WORK will be received **until 2:00 PM on Tuesday, April 27th, 2021.**

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

~~This is~~
~~for~~ 

Mary V. Horger
Financial Services Manager

~~This is~~
~~for~~

PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 485-6106
mwilliamson@cityofukiah.com



SPEC. 16-07 UKIAH ELECTRIC FIELD OPERATION CENTER – SITE WORK

Addendum No. 4

April 8, 2021

The following is Addendum No. 3 to SPEC. NO. 16-07 UKIAH ELECTRIC FIELD OPERATION CENTER – SITE WORK .

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

I. The following are questions asked, and the corresponding answers.

Q1: Will and Encroachment Permit be required?

A1: A County Encroachment Permit will be required for the south driveway.

Q2: What trees are to be removed and do they need to be saved?

A2: Trees are to be removed.

Q3: Will there be a line item created for Soil removal?

A3: Yes, line item 34 was added for soil removal. All clean soil can be taken to City property south of the airport. Contaminated soil will have to be taken to a landfill equipped to handle the waste by a Certified Waste Hauler.

Q4: There are no fences shown to be removed, what item is fence removal?

A4: There are three fences between the west boundary fence and the building that are to be removed and disposed of. See line item 17 for bidding.

Q5: AC area on West side of Building is not marked for removal like others: please clarify

A5: AC paving on the west side of the building is to be removed.

Q6: Structure showing on landscape drawing on West side of building – not showing on Civil Drawing – Please identify

A6: Structure is the trellis, please refer to page AS111 for details.

Q7: Will area shown on drawing (Half moon) be AC paving?

A7: Yes, the area where the courtyard was removed shall be AC paving.

QS:
AS:

PURCHASING DEPARTMENT
1320 Airport Road
Ukiah, California 95482
mwilliamson@cityofukiah.com



SPEC.16-07 – Ukiah Electric Utility Field Operation Center – Site Work

Addendum No. 5

April 20, 2021

The following is Addendum No. 5 to SPEC. NO. 16-07 – Ukiah Electric Utility Field Operation Center – Site Work.

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

I. The following are questions asked, and the corresponding answers.

Q1: In the specification section 02829-4, you have listed all available accessories for the gate operators. Some are duplicated with various styles of the same device. Can you clarify which accessories will be required on the gate operators?

A1: Part Numbers and Accessories for the Gate Openers:

- LiftMaster CSL24UL Elite Series DC Slide Gate Operator
- Lift Master LMWEKITU Monitored Wireless Edge Kit
- Linear AK-11 Exterior Digital Keypad
- PedestalPro 72-9C-IN 72" In Ground
- LiftMaster 892LT Garage Door Remote – 10
- BFT WiFi Video Pro II Intercom Kit with Keypad WiFi-BFT-KPAD-II
- Preformed Loop 4'X20' with 20'/30'/ or 100' Lead
- LiftMaster LOOPDETLM Plug-In Loop Detector

An Alternate that will be acceptable is:

- All-O-Matic SL-90 DC Slide Gate Operator
- EMX IRB-RET Monitored Retroreflective Photoeye
- LiftMaster 850LM
- NXG-200 Nexx Smart Wi-Fi Gate Controller
- LiftMaster 892LT Garage Door Remote – 10
- PedestalPro 72-9C-IN 72" In Ground
- BFT WiFi Video Pro II Intercom Kit with Keypad WiFi-BFT-KPAD-II
- Preformed Loop 4'X20' with 20'/30'/ or 100' Lead
- Diablo Controls DSP-55 (DSP-50) Plug In

See attachment for Loop Installation.

PURCHASING DEPARTMENT
1320 Airport Road
Ukiah, California 95482
mwilliamson@cityofukiah.com



SPEC.16-07 – Ukiah Electric Utility Field Operation Center – Site Work

Addendum No. 6

April 22, 2021

The following is Addendum No. 6 to SPEC. NO. 16-07 – Ukiah Electric Utility Field Operation Center – Site Work.

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

I. The following are questions asked, and the corresponding answers.

Q1: Can we get the soil analytical for the contaminated dirt on site. In order to get a price for the disposal of the 50 cubic yards we will need this information in order to decide which disposal site the material will need to go to. I have CC's our sub for the disposal in case you have any questions about exactly what is needed.

A1: The City is hopeful that no contaminated soil will need to be exported, however, if exports exceed what can be removed from the berm area, it may be necessary. At the time of export, the soil will have to be tested. The City will provide testing services. See attached ESA for all test results for all locations.

Q2: Please give us the spec on the HDPE Geomembrane Liner they added to the bioretention areas in Addendum 5.

A2: 40MIL x 4' HDPE Geomembrane

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


Q2: P
Add
A
Mary V. Horger
Financial Services Manager



AGENDA SUMMARY REPORT

SUBJECT: Status Report on the Great Redwood Trail – Ukiah, and Request for Authorization for the Mayor to Sign a Letter to the Northern California Railroad Authority (NCRA) in Support of Rail Banking the NCRA Corridor from Cloverdale to Willits.

DEPARTMENT: Community
Services

PREPARED BY: ,

PRESENTER: Neil Davis, Community Services Program
Administrator

ATTACHMENTS:

1. Att 1_L_NCRARailBankAppeal

Summary: Council will receive a status Report on the Great Redwood Trail – Ukiah, and consider approving a letter to the North Coast Railroad Authority (NCRA) in support of rail banking the NCRA Corridor from Cloverdale to Willits.

Background: The NCRA railroad corridor that bisects the City of Ukiah and the Ukiah Valley has been non-operational for over twenty years. The City has made great strides in turning the corridor from a blighted eyesore into the Great Redwood Trail-Ukiah Linear Park, an active transportation corridor. Current conditions are ripe for a quick conversion of the rail line into a trail that will create economic, health, and recreation benefits estimated at over \$20 million per year. This can be done while preserving the corridor for future transportation needs through the legal process of Rail Banking. Rail banking allows rail infrastructure to be removed and for the corridor to be converted to a trail, but preserves the corridor for future potential transportation needs. The federal Surface Transportation Board has the sole authority to initiate Rail Banking.

The City of Ukiah was developed along an industrial corridor defined by the railroad which provided freight and passenger service dating back to the late 1800s. However, no regular passenger service has operated since 1942 and freight service was discontinued in the early 1990s. The North Coast Railroad Authority (NCRA) was created by the California legislature in 1989 with a mission to maintain and operate freight rail service between the Bay Area and Humboldt Bay. Declining industry revenue, deferred maintenance, and catastrophic storm damage completely shut down rail operations north of Windsor, Sonoma County, in 1998¹.

Between 2016 and 2019, in response to community pressure, and in an effort to capture the best possible benefit of the corridor, City of Ukiah staff obtained permission from the NCRA and found funding to create three rail with trails² projects. These projects created two miles of multi-use, non-motorized path from Hastings Ave to Brush St.

In 2018, after 20 years of unsuccessful attempts by the NCRA to restore financially viable rail services, Senator Mike McGuire introduced legislation to convert the mission of the NCRA and the corridor north of Cloverdale to focus on trail development. This legislation has now passed and the NCRA is in the process of transitioning from a rail authority to a trail authority.

In mid-2020, the City designated the rail corridor as a public park and adopted the Great Redwood Trail – Ukiah Park Master Plan. Additionally, City of Ukiah staff applied for and have been notified, this last month (April 2021), of funding from the CA Natural Resources Agency to extend the trail another two miles to the south from Hastings to Taylor Drive south of the Ukiah City limits. This section of trail will be a rail to trail³ project with the trail built on top of the existing rails.

Although great progress has been made, and great potential exists, current efforts to improve the corridor are stymied by the presence of unused rail infrastructure including rails, sidings, ties, and a variety of transfer and utility boxes and sheds. A short cyclone fence separates the trail side of the corridor from the rail side of the corridor. Although a variety of park improvements have been initiated on the trail side of the corridor, on the rail side of the fence, the existing unused rail infrastructure creates a barrier to park development and continues to be an eyesore.

Earlier this year, the NCRA voted in support of rail banking⁴ from Willits north but made no recommendation on the status of the corridor from Cloverdale to Willits. The federal Surface Transportation Board is the final arbiter in any decision to railbank.

Footnotes:

1. Assessment of the North Coast Railroad Authority and Viability of a Great Redwood Trail (2020).
2. Rails With Trails - A project that establishes a trail immediately adjacent to an existing rail line with or without active rail service.
3. Rail To Trails - A project that removes rail or builds on top of rails but uses the existing rail bed to convert a rail corridor to a trail.
4. Rail Banking - Established in 1983 as an amendment to Section 8(d) of the National Trails System Act, is a voluntary agreement between a railroad company and a trail agency to use an out-of-service rail corridor as a trail until a railroad might need the corridor again for rail service. Rail banking allows the corridor to be converted to a trail but preserves the corridor for future potential transportation needs.

Discussion: The City of Ukiah has a license agreement with the NCRA allowing the city to use of the corridor as a public park and create and maintain a trail for recreation and active transportation. However, without full site control, including the unrestricted ability to remove rail infrastructure where warranted and desired, it will be difficult to impossible to fully realize the public benefit of the corridor. With the rails removed, Parks crews can quickly and efficiently mow the corridor to control fire risk with a driving mower. With the rails in place, staff will need to use hand held weed whackers to cut the weeds at much greater cost. Additionally, with the rails removed, a wide variety of public amenities can be added at very low cost. Volunteers could likely install dog parks, community gardens, bicycle “pump tracks,” and public art.

The removal of the rails may possibly provide a source of revenue for the NCRA that could be used to expand on these opportunities. With the current high cost of steel, a railroad salvage company is paying seventy-five thousand dollars per mile in New York for salvage rights of an out-of-use railway. These salvage operations leave a rough road bed that, with the addition of a little base rock, would meet the needs of hikers and mountain bikers. The corridor from Hopland to Redwood Valley would be between twenty and twenty-five miles and could generate between \$1.5 and \$1.875 million in salvage. Additionally, Alta Planning estimates opening the corridor from Hopland to Redwood Valley would yield over \$20 million dollars per year in economic, recreation, and health benefits to the community.

The Mendocino Railway Company (MRC) operates the excursion Skunk Train with short out-and-back runs from Willits and Fort Bragg, and very limited freight operations, on an out of county rail line. The MRC is the only known opposition to railbanking and have not presented an accepted business plan for using this corridor before or after the NCRA’s conversion from a rail authority to a trail authority. The proposed Rail Banking would not interfere with the MRC’s existing business.

One of the few ways for the City of Ukiah to influence the decision of the federal Surface Transportation Board is through a letter to the NCRA. A recommendation for Rail Banking this corridor from the NCRA is imperative to obtaining rail banking status from the Surface Transportation Board. Staff has drafted a letter (Attachment #1) to the NCRA in favor of rail banking for the Council's consideration with a recommendation it be signed by the Mayor and forwarded to the NCRA.

Recommended Action: Receive report on status of Great Redwood Trail, and authorize the Mayor to sign a letter to North Coast Railroad Authority (NCRA) in support of Rail Banking the NCRA corridor from Cloverdale to Willits.

BUDGET AMENDMENT REQUIRED: N/A

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



May 5, 2021

Re: Clearing the path for the Great Redwood Trail

To the NCRA Board:

On behalf of the City of Ukiah, I am writing to request you extend your recommendation to the Surface Transportation Board for rail banking of the NCRA corridor to include the section from Willits south to Cloverdale.

Despite decades of investigation, we have seen no evidence of a realistic business plan that would allow for rail service in this section of the corridor. We have however experienced the financial, cultural, health, and lost opportunity costs of living with an effectively abandoned railway through the center of the Ukiah Valley.

While those interested in restoring rail service have failed to obtain funding, trail advocates are successfully moving forward obtaining funding and completing trail projects. The City of Ukiah has completed two miles of trail, and just this last month we were awarded funding from the California Natural Resources Agency to extend the trail another two miles to the south.

The presence of volunteer and non-profits working to complement these projects is concrete evidence of the level of community support for the use of this corridor to its best public benefit through the creation of trails and linear parks. Additionally, CA State Parks fact finder website (www.parksforcalifornia.org/communities/) provides an easy way to see how the corridor creates a strip of poverty and an anchor to the economic development of Ukiah. With the rails in place, maintaining the corridor is problematic and unnecessarily expensive. Even simple weed control is difficult as the presence of rail infrastructure necessitates the use of weed whackers instead of riding mowers. This of course leads to increased fire risk and homeless encampments hidden by high weeds.

While the current state of the railway corridor acts as an economic anchor, the conversion of the corridor to a linear park and active transportation corridor would be an economic boon to the community. Alta Planning has estimated the annual recreational, health, and economic benefit at over twenty million dollars per year. Further, with the current high cost of steel, there is a very realistic possibility the NCRA could actually make money to support trail projects through salvage.

Rail operators have been given more than enough time, and failed, to demonstrate the viability of re-introducing rail service, and rail banking does not preclude them from doing so in the future. The City of Ukiah has stepped up and taken on maintenance of the corridor through the

center of town. Please help us harvest the benefit of this resource and put it to the best possible available public use by recommending rail banking from Cloverdale north.

Regards,

Juan Orozco
Mayor



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk
PRESENTER: Mayor Orozco and Various Councilmembers

ATTACHMENTS:

1. 2021 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

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

2021 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Rodin- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Duenas- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Duenas Orozco - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Orozco- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco Neil Davis- Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Patrol Lieutenant	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2021 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482	275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown Rodin - Alternate	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Rodin Orozco-Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter, Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHS Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Rodin	Craig Schlatter , Director of Community Development; 463-6219; c Schlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboyl@cityofukiah.com

2021 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 21/22 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2021 Electric Rate Study	Crane/Duenas	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Housing Element and Implementation Review	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Planning Commissioner Appointment Process	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Darcy Vaughn, Assistant City Attorney 462-6846 dvaughn@cityofukiah.onmicrosoft.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com